



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

SEPTEMBER 14, 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 Sessions: 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. Insight Public Sector (SMARTnet service support as needed through

12-31-18)

\$99,734.56

1. (Cont'd):

A2. Zan Creative, Inc. dba Nova Creative (ten Mobius recycling stations with graphics, two Big Belly Dual solar recycling/trash compactors and related services) **\$32,532.12**

CENTRAL SERVICES

B1. USI Midwest LLC (employment practices liability Insurance)-P1601097 **36,240.00**

B2. USI Midwest LLC (property/casualty policy renewal)-P1601098 **699,590.00**

FIRE

C1. P & R Communications Service, Inc. (removal of microwave dishes and waveguides) **67,840.00**

LAW

D1. Calfee Halter & Griswold LLP (professional legal services as needed through 12-31-16) **100,000.00**

PUBLIC WORKS

E1. Victor Stanley, Inc. (nine Victor Stanley brand 36 gallon waste receptacles with dome lids) **11,181.60**

WATER

F1. Polychem Systems, A Division of Brentwood, Inc. (parts needed for repairs of the South Primary Basins as needed through 12-31-16) **73,108.08**

F2. Walt Sweeney Ford, Inc. (one Ford F250 with heavy duty utility body) **32,879.00**

F3. Koenig Equipment, Inc. (two John Deere brand Gators with cargo box power lifts) **28,532.88**

-Depts. of Aviation, Central Services, Fire, Law, Public Works and Water.

Total: \$1,181,638.24

2. **DLZ National, Inc. – Service Agreement** – to provide Geographical Information System (GIS) services at the Dayton International Airport – Dept. of Aviation/AP Admin. & Finance. **\$27,000.00**

3. **Prior to Tee Time LLC – Award of Contract** – for professional golf services at Community Golf Club – Dept. of Recreation and Youth Services/Golf **\$381,560.00**
(Thru 12/31/17)

4. **Public Safety Medical – Payment of Voucher** – for physicals for the Dayton Fire Department – Dept. of Fire/Strategic Program and Safety. **\$38,914.65**

5. **Public Safety Medical – Contract Modification** – for additional testing during firefighter physicals – Dept. of Fire/Strategic Program and Safety.
\$75,000.00
(3 years, 2017-2019)

B. Construction Contracts/Estimates of Cost:

6. **Apex Mechanical Systems, Inc. – Award of Contract** – for Energy Retrofits and Upgrades - HVAC Only at the Dayton International Airport (19.8 % MBE Participation, 15% Goal) – Dept. of Aviation/AP Admin & Finance.
\$2,597,591.00
(Thru 9/18)
7. **Becker Construction, Inc. – Award of Contract** – US CBP and GAF Processing Renovation at the Dayton International Airport (14.6 % MBE Participation, 15% Goal, 12.5% WBE Participation, 5% Goal) – Dept. of Aviation/AP Admin. & Finance.
\$1,155,750.00
(Thru 9/18)
8. **Moody’s of Dayton, Inc. – Award of Contract** – for the 2016 Well Reconstruction and Rehabilitation (Open Market) - Dept. Of Water/Water Engineering.
\$670,848.00
(Thru 9/19)
9. **Security Fence Group, Inc. – Award of Contract** – for the Signal System Upgrade (2% DBE Participation Goal/100% DBE Participation Achieved) (Federal CMAQ Funds) - Dept. of Public Works/Civil Engineering.
\$1,416,245.00
(Thru 9/14/18)

C. Revenue to the City:

10. **US Department of Homeland Security – Contract Modification** – for modification of Other Transaction Agreement with the Department of Homeland Security – Dept. of Aviation/AP Admin. & Finance.
\$70,992.00
(Thru 9/30/17)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

11. **No. 31516-16** Authorizing the Disposition of Eight (8) City Lots and the Surrounding Portions of Real Estate, and Declaring an Emergency.

Emergency Resolution – First and Second Reading:

12. **No. 6208-16** Approving a Transportation Network Company Operating Permit as a Supplement to the Rules and Regulations for the James M. Cox Dayton International Airport, and Declaring an Emergency.

Emergency Ordinances – Second Reading:

13. **No. 31514-16** Repealing Resolution No. 4768-96 and Establishing and Describing the Boundaries of the Southwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.
14. **No. 31515-16** Repealing Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02; Repealing Ordinance No. 29288-96; and Establishing and Describing the Boundaries of the Innerwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

Ordinance – First Reading:

15. **No. 31517-16** Establishing the Expenditure of the Increased Revenue from the Proposed Municipal Income Tax Levy.

VI. MISCELLANEOUS:

ORDINANCE NO. 31518-16

RESOLUTION NO. 6209-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

From **5530 - CS/Purchasing**

Date **September 14, 2016**

Expense Type **Purchase Order**

Total Amount **\$1,181,638.24**

Supplier, Vendor, Company, Individual

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 <input type="checkbox"/> Yes <input type="checkbox"/> No Affirmative Action Program <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

AVIATION

(A1) P1601101 – INSIGHT PUBLIC SECTOR, TEMPE, AZ

- SMARTnet service support, as needed through 12/31/2016.
- These services are required to reduce downtime, hardware coverage and proactive device diagnostics at the Dayton International Airport.
- Insight Public Sector is recommended based on proven past performance as the original installer of the existing equipment, 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	Maintenance Agreements	51000-3210-1166-43	\$32,734.56
2017	Maintenance Agreements	51000-3210-1166-43	\$33,000.00
2018	Maintenance Agreements	51000-3210-1166-43	\$34,000.00

for AC Zap
 Division
[Signature]
 Department
[Signature]
 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

AVIATION (CONTINUED)(A2) P1601090 – ZAN CREATIVE, INC. dba NOVA CREATIVE, CENTERVILLE, OH

- Ten (10) Mobius recycling stations with graphics, two (2) Big Belly Dual solar recycling/trash compactors and related services.
- These goods are required to improve the Dayton International Airport recycling program and modernize the receptacles with 70% of purchase using the Montgomery County 2016 Recycling Incentive Grant.
- Zan Creative, Inc. dba Nova Creative is recommended to ensure continuity of service and based on past proven performance.
- The Department of Aviation recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Professional Services	51000-3220-1159-43	\$32,532.12

CENTRAL SERVICES – DIRECTOR'S OFFICE(B1) P1601097 – USI MIDWEST LLC, NORFOLK, VA

- Employment Practices Liability Insurance.
- This insurance policy is required to insure the City against claims by employees that their legal rights have been violated (e.g. wrongful termination, discrimination, sexual harassment). This policy has an annual aggregate coverage in the amount of \$2,000,000.00 with retention of \$150,000.00.
- Four possible bidders were solicited and one bid was received.
- The Department of Central Services recommends acceptance of the sole bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Insurance-Contractual	10000-9980-1181-99	\$36,240.00

(B2) P1601098 – USI MIDWEST LLC, NORFOLK, VA

- Property/casualty insurance policy renewal.
- This insurance policy is required to insure City-owned property against fire and extended perils. The policy covers replacement values for buildings, businesses and personal property up to \$900,772,738.00 with additional coverage for City Hall and the Safety Building. Policy includes boilers, machinery, on/off-road vehicles and related equipment, subject to \$100,000.00 deductible.
- Ten possible bidders were solicited and one bid was received.
- The Department of Central Services recommends acceptance of the sole bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Insurance-Contractual	10000-9980-1181-99	\$349,590.00
2017	Insurance-Contractual	10000-9980-1181-99	\$350,000.00

FIRE(C1) P1601102 – P & R COMMUNICATIONS SERVICE, INC., DAYTON, OH

- Removal of microwave dishes and waveguides.
- These services are required to replace the old radio system equipment located throughout the City.
- P & R Communications Service, Inc. qualifies as a Dayton local entity.
- P & R Communications Service, Inc. is recommended as the original equipment vendor and programmer of the systems to ensure system integrity and avoid potential liability of multiple service providers accessing system components, therefore this purchase was negotiated.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	10000-6340-1159-71	\$67,840.00

LAW(D1) P1601093 – CALFEE HALTER & GRISWOLD LLP, 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 Dayton Power and Light distribution rates.
- The law firm of Calfee Halter & Griswold LLP is recommended based on proven past performance, expertise and experience of its staff in related matters, therefore this purchase was negotiated.
- The Department of Law recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Legal Services	10000-5200-1152-63	\$100,000.00

PUBLIC WORKS – WASTE COLLECTION(E1) P1601094 – VICTOR STANLEY, INC., DUNKIRK, MD

- Nine (9) Victor Stanley brand 36 gallon waste receptacles with dome lids.
- These goods are required to reduce litter overflow at RTA bus stops and will be purchased using a community grant from the Greater Dayton Regional Transit Authority.
- The City has standardized on Victor Stanley trash receptacles, therefore this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	28188-6440-1159-32-PL1893	\$11,181.60

WATER – RECLAMATION(F1) P1601096 – POLYCHEM SYSTEMS, A DIVISION OF BRENTWOOD, INC., READING, PA

- Parts needed for repairs of South Primary Basins, as needed through 12/31/2016.
- These goods are required to replace parts worn beyond economical repair, which will be disposed of in the best interest of the City of Dayton.
- Polychem Systems, a division of Brentwood, Inc. is recommended as the original equipment manufacturer (OEM), 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	Infrastructure	55003-3460-1424-54-SF1606	\$73,108.08

(F2) P1601058 – WALT SWEENEY FORD, INC., CINCINNATI, OH

- One (1) Ford F250 with a heavy duty utility body.
- This vehicle is required to maintain day to day operations for the Department of Water.
- Twenty possible bidders were solicited and four bids were received.
- The Department of Water recommends approval of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	55000-3460-1412-54	\$32,879.00

WATER – WATER SUPPLY AND TREATMENT(F3) P1601095 – KOENIG EQUIPMENT, INC., TIPP CITY, OH

- Two (2) John Deere brand Gators with cargo box power lifts.
- These goods are required to maintain property at the City of Dayton Water Treatment Plant and surrounding areas and will replace units #2115 and #916, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio term schedule contract pricing #800276, index #STS515
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	53000-3430-1412-54	\$28,532.88

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: One year Employment Practices Liability Insurance
 Dept./Div.: Central Services - Director's Office
 Requisition No.:004CSD06

No.:		1		
BIDDER NAME & STREET ADDRESS:		USI Midwest, LLC		
CITY:				
STATE & ZIP:				
Recommended for Award		X		
QUALIFIES FOR LOCAL PREFERENCE?		NO		
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>				
<u>Insurance</u>				
1	One year Employment Practices Liability Insurance	1	Ea.	• \$36,240.00
TERMS:				
DELIVERY:				

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Chubb Group;
2. Travelers;
3. Navigators;
4. Hartford

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: Property/Casualty Insurance for City owned property
 Dept./Div.: Central Services - Director's Office
 Requisition No.:003CSD06

No.:		1	
BIDDER NAME & STREET ADDRESS:		USI Midwest, LLC	
CITY:			
STATE & ZIP:			
Recommended for Award		X	
QUALIFIES FOR LOCAL PREFERENCE?		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	
Item No.	ITEM DESCRIPTION	QTY	U/M
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>			
<u>Insurance</u>			
1	Property/Casualty Insurance for City owned property	1	Ea. • \$349,590.00
TERMS:			
DELIVERY:			

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|---------------------|------------------------------------|
| 1. Acuity Insurance | 6. Chubb Group |
| 2. Affiliated FM | 7. Central Insurance |
| 3. Argonaut | 8. Indiana/Ohio Casualty Insurance |
| 4. C N A | 9. Munich R E |
| 5. Allianz | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: 4WD 9,200 LB. GVW Chassis with a Heavy-Duty Utility Body

Dept./Div.: Water - Water Reclamation

IFB No.: U16038

Requisition No.: 237WTWW6

Bids Opened: 11:30 A.M.; 6-22-2016

No.:		1	2	3	4
BIDDER NAME & STREET ADDRESS:		BEAU TOWNSEND FORD	INTERSTATE FORD, INC.	MIDDLETOWN FORD	WALT SWEENEY FORD, INC
CITY:		MIAMISBURG	MIAMISBURG	MIDDLETOWN	CINCINNATI
STATE & ZIP:		OH 45342	OH 45342	OH 45042	OH 45238
Recommended for Award					X
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO	NO	NO
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	UNIT
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
Ford Fusion S Passenger Cars					
1	4WD 9,200 LB. GVW Chassis with a Heavy-Duty Utility Body	1	EA	\$33,088.00	\$33,085.00
					\$39,833.53
					\$32,879.00
2	Optional Extended Cab	1	EA	\$38,234.00	\$38,360.00
					\$43,085.53
					\$38,000.00
	Firm Price Agreement Through February 28, 2017 YES / NO If NO, for how long?			NO 10/25/2016	NO 10/31/2016
				NO 9/30/2016	YES
	TERMS: F.O.B.: DELIVERY:			NET 30 DESTINATION 180 DAYS	NET 30 DESTINATION 120 DAYS (ESTIMATE)
				NET 30 DESTINATION 450-500 DAYS	NET 30 DESTINATION 120-150 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

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



City Manager's Report

2.

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

Date **September 14, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$27,000.00**

Name **DLZ National, Inc.**

Address **6121 Huntley Rd,
Columbus, Ohio 43229**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3210-1414-43	\$27,000

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

Description

Professional Services Agreement to provide GIS services at the Dayton International Airport

The Department of Aviation requests permission to enter into a professional services agreement with DLZ International, Inc. for Geographical Information System (GIS) services. DLZ will provide professional services to convert the Department's current Computer Aided Design (CAD) drawings into the GIS format and upload them into the Department's GIS System. DLZ will ensure the converted files meet all design standards as required by the Federal Aviation Administration and City of Dayton.

The total contract amount is Twenty Seven Thousand Dollars (\$27,000). The time of completion is 90 calendar days from the time of project initiation.

The Agreement has been reviewed by the Department of Law as to form and correctness. A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made this ____ day of _____, 2016, between the City of Dayton, Ohio, ("City"), and DLZ Ohio, Inc., an Ohio Corporation with an office at 6121 Huntley Rd, Columbus Ohio 43229 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services related to a geographic information system (GIS) on an "as-needed" basis; and

WHEREAS, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and

WHEREAS, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City's Department of Aviation.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefits to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2016, whichever date is earlier. The parties may extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

A. PROFESSIONAL QUALIFICATIONS

Consultant is qualified and permitted by law to perform the professional services to be furnished under the terms of this Agreement. Consultant represents and warrants that all personnel engaged in the performance of the services to be provided herein are qualified and so permitted to do the work they perform.

B. SERVICES TO BE PERFORMED

Consultant shall provide services related to GIS improvements and best practices ("Services"), as further detailed in the Scope of Services attached hereto as Exhibit A.

The tasks outlined in the Scope of Service will be initiated within 14 days of receipt of a written "Notice to Proceed" and will be completed no later than 90 calendar days from the project initiation. Actual project start and end dates will depend on receipt of "Notice to Proceed".

C. DELIVERABLES

All documents, such as audits or assessments, shall be signed by a principal of the consultant. All deliverables shall include a cover letter that references this Agreement's contract number.

ARTICLE 3. COMPENSATION

The total remuneration of this Agreement shall not exceed Twenty-Seven Thousand Dollars (\$27,000) for all services to be provided by Consultant pursuant to this Agreement and the attached Scope of Services. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services

provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. FINANCIAL ACCOUNTING AND RECORDS RETENTION

Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining directly in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

To the fullest extent permitted by law, (1) Consultant's liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Consultant under this Agreement; and (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 6 shall survive early termination of this Agreement.

ARTICLE 7. INSURANCE

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

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

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

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

ARTICLE 8. CONFIDENTIALITY

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

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

Nothing in this Article shall prohibit or limit a party's disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the other party.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, models, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant. Consultant does not represent the services to be suitable for reuse by the City or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended is at City's sole risk, without liability to Consultant. City shall not sell, use for commercial gain, or otherwise distribute the model to a third party.

ARTICLE 10. TERMINATION

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

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Consultant: DLZ Ohio, Inc.
6121 Huntley Road
Columbus, Ohio 43229-1003
Attention: Legal Department

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically

rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

CITY OF DAYTON, OHIO

City Manager

Date: _____

DLZ Ohio, Inc.

By: *R. V. Rijal*

Title: EQUITY PARTNER

Date: JULY 22 2016

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS

 Quinn K. Waldman
City Attorney *SPB* *but/csb*

Exhibit A

PROJECT UNDERSTANDING

The Dayton International Airport has an existing Geographical Information System (GIS) that covers the physical assets and lands controlled by the airport. This GIS utilizes ESRI's ArcGIS server software to house the data in a central database and ESRI's ArcGIS Desktop software to maintain the data. The GIS Staff for the Dayton International Airport would like to begin using ESRI's ArcGIS Collector mobile app to provide the Airport's maintenance staff and field personnel with real time access to the data in the GIS database. Before this can happen the GIS database needs to be populated with asset information current contained in a collection of electronic drawings.

PROPOSAL SCOPE OF SERVICES

The Dayton International Airport has request assistance with converting the asset information in the electronic drawing files to GIS features and importing the converted features into its existing GIS.

In order to meets the Airports requests DLZ will:

1. Perform an initial analysis of the Airport's existing electronic files and identify potential candidates for conversion into the GIS.
2. Extract the relevant GIS asset features from the electronic files and prepare them for import into the GIS.
3. Import the prepared asset features into the City's GIS.
4. Train the Airport's GIS Staff on the conversion process.

PROPOSED TASKS

Task 1: Identify electronic drawing files to be converted

DLZ will review the Airport's existing collection of electronic drawing files and provide them with a list of drawing files that we think may contain GIS assets that should be converted to the Airport's GIS. The Airport's GIS Staff will review the list and add any additional files they would like to have converted. In addition, the Airport GIS Staff will also remove any files that they do not want converted to the GIS. The final list of electronic drawing files from this task will be used for all subsequent tasks in this proposal.

Task 2: Extract GIS assets from electronic drawing files

DLZ will process each electronic drawing file identified in Task 1 of this Scope of Service and identify all elements of the drawing that need to be extracted and placed into the Airport's GIS. These features will be modified to ensure their suitability for importing into the GIS. Modifications to the features will be limited to moving features into a proper coordinate space to ensure they align with the Airport's existing GIS features. In addition, linear features may have their end points moved in order to allow them to connect with existing linear features as needed. Polygon features may have their geometry altered to ensure the features form complete and closed features. Any relative GIS attribute information that is available at the time will be added the features.

The modified features will then be exported to a working copy of the Airport's GIS for review and final modifications. The working copy of the Airport's GIS will contain the same features, attributes, and schema as the Airport's GIS and will not be modified by DLZ. This will ensure that the newly created features from this task will be compatible with the Airport's productions GIS.

All features created during Task 2 will be stored in an ESRI file geodatabase that will be provided by the Airport. This file geodatabase will be a disconnected geodatabase from the City's GIS. This will allow the Airport's GIS Staff to 'reconnect' the geodatabase to their productions geodatabase and import the new features.

Task3: Import GIS assets into the Airport's GIS

Upon completion of Tasks 1 and Task 2, DLZ will transmit a copy of the newly created GIS features to the Airport and provide the Airport's GIS staff with any assistance needed to complete the import of the new features.

~~The import of the new GIS features will be done by the Airport's GIS Staff; DLZ will be available either onsite or remotely to provide assistance at the request of the Airport GIS Staff. Once the import is complete the Airport's GIS staff and DLZ will review the GIS to ensure that newly created GIS features were imported correctly. DLZ will assist the Airport's GIS staff with making corrections to any imported features that did not import correctly.~~

Task 4: Train Airport GIS Staff to convert future GIS information

DLZ will provide training to the Airport's GIS Staff on the process and tools used to convert the electronic drawing files to GIS features. The training will be focused on the use of Autodesk's AutoCAD Map 3D software and how to use it to modify and export features to a GIS compatible format. The Airport will be responsible for obtaining licenses of the Autodesk AutoCAD Map 3D software.

OTHER REQUIREMENTS

The services outlined in this Scope of Service are made with the following assumptions:

1. The Airport will provide DLZ will copies of all of the electronic drawing files identified in Task 1.
2. The Airport will provide DLZ with a copy of their existing GIS. This copy will be a disconnected version of their GIS and will be in the format of a file geodatabase.
3. The Airport will refrain from modifying the structure or schema of their GIS during this project. Any modifications will be communicated with DLZ and DLZ will not be liable for any incompatibilities the modifications cause to features created by DLZ.
4. The Airport's GIS Staff will be available to answer questions about the electronic drawing files and GIS features.
5. DLZ will make a good faith effort to complete the conversion of the electronic drawing files identified in Task 1 within the agreed schedule and budget. However the contents of the electronic drawing files and the level of effort needed to convert them will not be known until after the start of the project and therefore DLZ does not make any guarantee or warranty that all of the electronic drawing files will be converted within the given schedule and/or budget. The Airport will be notified if additional time and or budget are required to complete the conversion of the electronic drawing files. This notice will be provided to the Airport at the earliest determination of DLZ.

SCHEDULE

Project Initiation: 14 days from receipt of notice to proceed

Project Completion: within 90 days of project initiation

The tasks outlined in this Scope of Service will be initiated within 14 business days of receipt of a written "Notice to proceed" and will be completed no later than 90 calendar days from the project initiation.

KEY PERSONNEL

DLZ proposes the following personnel for the Dayton Airport GIS Data Import:

Jason Woodman	Project Manager
Rayleen Lee	GIS Analysis
Ram Rajadhyaksha	Quality Control Manager

PROJECT MANAGEMENT AND DOCUMENTATION

Project Management Approach - DLZ utilizes a Matrix Management approach, which establishes a Project Manager - Project Team approach to project performance. With the matrix organizational structure, the Project Manager draws upon specialists from functional groups required to staff a Project Team. The Project Team reports to the Project Manager who maintains communication with the client throughout the project as well as follow-up after completion. The Project Manager oversees design criteria, project cost controls, scheduling, and the handling of contracts. The matrix structure accomplishes these objectives:

- A satisfied client whose needs have been met resulting in confidence and goodwill;
- An efficient flow of communication through the system with the Project Manager completing a two-way liaison and administration between the client and Project Team;
- Adherence to established priorities and schedules; and
- Achievement of standards of excellence in the technical and professional quality of services provided.

DLZ has developed a reputation for providing thorough and concise investigative reports with emphasis on technically sound and cost-effective solutions.

The Project Manager - The Project Manager serves as the management officer of the project assignment and administrative head of the Project Team. As such, the Project Manager works in close liaison with the client. The general duties of the Project Manager include:

- Select the Project Team to assure that the project is properly and fully staffed to meet all project objectives;
- Maintain contact with the client regarding performance of the project in light of its original intended purpose and to effectuate complete two-way liaison and administration between the client and the Project Team;
- Direct job starting procedures, project scope definitions, schedule commitments, work flow diagrams, and critical paths;
- Assure adherence to the schedule and budget requirements agreed with the client;
- Monitor the project for quality of service and fulfillment of contractual obligations;
- Identify and resolve any contract difficulties in a prompt and open manner so as to continue overall project efficiency;
- Establish and control all communications and relationships with the client; and
- Maintain personal project files with copies of all pertinent information in order to communicate directly and individually with the client.



City Manager's Report

3.

From **6550 - RYS/Golf**

Date **September 14, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$381,560** (Thru 12/31/17)

Name **Prior To Tee Time LLC**

Address **5555 Germantown Pike
Dayton, Ohio 45418**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Golf Operating Fund	59000-6550-1158-56 (expense)	\$381,560
	59000-6550-24111-56 (revenue)	\$297,085

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

Description

Recreation and Youth Services is requesting approval to award a contract to Prior To Tee Time LLC for Golf Professional Services at Community Golf Club. The contract shall commence upon Commission approval and expire on December 31, 2017, unless terminated earlier in accordance with Article X. The total contract shall not exceed \$381,560 which is comprised of the following:

- Golf Professional Services and costs of starters and rangers - \$84,475**
The contractor shall be paid \$1,200 monthly for golf professional services (\$14,400 annually) and for the costs of starters and rangers, the contractor shall be paid \$4,250 monthly (\$51,000 annually) over the term of the contract.
- Revenue from Pro Shop sales, lessons, driving range and cart concessions - \$297,085**
The contractor deposits all daily gross receipts from both City and contractor-generated revenue. Under this section of the contract, the contractor is then reimbursed for 100% of sales and fees related to the pro shop merchandise and lessons, 80% of the driving range and 20% of cart rentals. The contractor submits bi-monthly invoices to the City for the aforementioned sales and fees. The City then issues a check to the contractor for that revenue. The revenue estimate is for the term of this contract.

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

A Certificate of Revenue for the contract in the amount of \$297,085 is attached in order to receive all revenue generated.

A Certificate of Funds in the amount of \$381,560 is also attached in order to pay for golf professional services for 2016 and reimbursed revenue through December 31, 2017.

Kelly Pussell
Division
John D. Clement
Department
John D. Clement
City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT 16-1520

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	09/15/16
Expiration Date	12/31/17
Original Commission Approval	\$ 381,560.00
Initial Encumbrance	\$ 86,158.00
Remaining Commission Approval	\$ 295,402.00
Original CT/CF	-
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ 295,402.00

Required Documentation

- _____ Initial City Manager's Report
- _____ Initial Certificate of Funds
- _____ Initial Agreement/Contract
- _____ Copy of City Manager's Report
- _____ Copy of Original Certificate of Funds

Amount: <u>\$ 86,158.00</u> Fund Code <u>59000 - 6550 - 1158 - 56 - XXX - XXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>
Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Prior to Tee Time

Vendor Address: 5555 Germantown Pike Dayton OH 45418

Street City State Zipcode + 4

Federal ID: 262020217

Commodity Code: 96199

Purpose: Golf Professional payments per contract at Community Golf Course for FY16 and FY17.

Contact Person: Kelly Pressel RYS/Golf 9/7/2016

Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

9-8-16
Date

CF Prepared by

9/8/16
Date

CT 16-1520
CF/CT Number

SA 9-8-16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Prior to Tee Time
Address 5555 Germantown Pike
City Dayton State OH Zip+4 45418 -
Customer # 262020217 Address Location #
Federal ID# 262020217

Revenue Information: Fund 59000 Organization 6550 Revenue 24111 Program 56

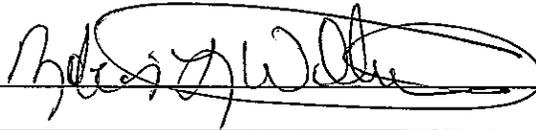
Contract Information: Contract Start Date 9/15/16 Contract Expiration Date 12/31/17

Billing Information: Rate: Will Vary Arrears X Pre-bill
Monthly (1st month of billing) September 2016
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain) Bi-Monthly Invoices
Rate Change Date NA Rate Change Amount NA

Description of Services (wording on invoice):

Golf Professional will invoice the Division of Golf on a twice-a-month basis for revenue related to sales and miscellaneous receipts per contract (merchandise, cart concession, club rental, golf lessons and range ball receipts) at Community Golf Club. All revenue collected will be paid in through the department's pay-in process. Total estimated revenue for the contractual period is \$297,085 (\$230,000 annually and \$67,085 for the remainder of 2016).

Departmental Approval



TO BE COMPLETED BY FINANCE

Revenue Contract Number _____ Auditor _____ Date _____

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

Director of Finance _____

**AGREEMENT
FOR GOLF PROFESSIONAL SERVICES AND USE OF SPACE
AT COMMUNITY GOLF COURSE**

This **AGREEMENT FOR GOLF PROFESSIONAL SERVICES AT COMMUNITY GOLF COURSE** ("Agreement") is entered into this _____ day of _____, 20___, between the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio, (hereinafter referred to as the "City") and **Prior To Tee Time LLC**, an Ohio limited liability company (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, the City owns and operates the improved real property known, referred to and operated as Community Golf Course ("Golf Course"), which is located in the City of Dayton, County of Montgomery and State of Ohio;

WHEREAS, the City seeks an experienced and qualified contractor to provide management and operational services for the daily operations at the Golf Course; and

WHEREAS, Contractor represented to the City that it is engaged in the business of providing golf related management and operation services, and is willing to provide such services to the City at the Golf Course on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I – PREMISES

Contractor is authorized to occupy and use, for the purposes stated in Article II, approximately 2,000 square feet of retail floor space designated by the City's Golf Division Manager of the Department of Recreation and Youth Services (the "Golf Division Manager") at the Golf Course clubhouse facility (hereinafter referred to as the "Premises").

Contractor shall have the right to use all improvements, fixtures and other tangible personal property located and/or situated upon the Premises (hereinafter collectively referred to as the "Personalty"). However, the City makes no representation or warranty as to such Personalty, its fitness for a particular purpose or merchantability or condition. By execution hereof, Contractor represents that it has inspected the Premises and the Personalty, and accepts same on an "as-is" basis.

ARTICLE II – USE OF PREMISES

- A. Contractor shall have the sole and exclusive right to use and occupy the Premises to operate a "Golf Pro Shop", and to use said Premises for such other purposes as approved in writing by the Golf Division Manager.
- B. Contractor shall not use or permit the Premises or Golf Course to be used for any improper, immoral, unlawful, or illegal business purposes, personal storage or for lodging.
- C. Contractor shall actively use the Premises for the uses and purposes permitted hereunder, and shall not, at any time, cease operating the Golf Pro Shop upon the Premises or providing the work and services for the Golf Course required hereunder without the prior written consent of the City.
- D. Not later than ten (10) consecutive days from the date of termination or expiration of this Agreement, Contractor shall:

1. remove any items, which is exclusively owned by Contractor, and located upon the Premises; and
2. restore the Premises to its original condition, ordinary wear and tear excepted.

In the event Contractor fails to remove any items exclusively owned by the Contractor within this 10-day period, any items, exclusively owned by the Contractor remaining on the Premises shall become the sole and exclusive property of the City.

- E. Contractor, at its sole cost and expense, may make minor improvements and changes to the Premises that are necessary for its operation of the Golf Pro Shop (i.e., installation of shelving and hanging displays, painting, carpet, fixed assets). Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, are not permitted without the Golf Division Manager's prior written consent. All improvements to the Premises and all fixtures shall become the property of the City upon expiration or termination of this Agreement.
- F. Contractor shall maintain the Premises in a neat, clean, and presentable condition at all times and shall ensure that the Golf Pro Shop windows, inside and outside, are clean at all times.
- G. Contractor shall not erect, install, or maintain on the Premises or the Golf Course or the exterior of any improvement at the Golf Course, any billboards or advertising signs, except those which are approved in advance by the Golf Division Manager. Notwithstanding, Contractor is permitted to maintain on the Premises identifying signage, with the size and type of sign(s) subject to the Golf Division Manager's advance approval.

ARTICLE III – TERM

This Agreement shall commence upon Commission approval, and it shall expire on December 31, 2017, unless terminated earlier in accordance with Article X. In the event Contractor shall hold over and remain in possession of the Premises herein described after the expiration of this Agreement, such period of holding over shall be considered a month-to-month tenancy, which may be terminated, without notice, at any time by the City.

All equipment and inventory of the Golf Shop and Premise currently owned by the City will remain property of the City.

ARTICLE IV – GENERAL RIGHTS AND OBLIGATIONS OF CONTRACTOR

- A. Contractor represents and agrees that Ms. Jana Dalton, its member, is and shall remain during the entire term hereof a Class A member in good standing of the Professional Golfers' Association of America ("PGA") professional. In the event Ms. Dalton does not maintain her PGA professional status during the term hereof, the City may immediately terminate this Agreement.
- B. Contractor shall, at its sole cost and expense, procure from all authorities having jurisdiction over the operations of the Contractor at and from the Premises, all licenses, certificates, permits or other authorizations, which may be lawfully required for the conduct of its operations and/or the Golf Pro Shop.
- C. Contractor shall conduct its business and the Golf Pro Shop operations at the Golf Course in a fair and businesslike manner so that it will be a credit to the City and to the Golf Course. The City will establish hours of operation for the Golf Pro Shop operation.
- D. Contractor and its employees, agents, and servants, shall enforce, comply with, and obey such rules and regulations for the operation and use of the Golf Course, as may from time to time be

promulgated by City, and shall obey all federal, state, and local laws, including all ordinances of the City of Dayton and the City's Division of Golf Policy Manual (hereinafter this policy manual shall be referred to as the "Golf Policy Manual"). If the City elects to update or amend the Golf Policy Manual, it will provide an opportunity for the Contractor to comment and/or make recommendations.

- E. Contractor shall repair or pay for all damage to City and its property, caused by the intentional, wrongful and/or negligent acts or omissions of Contractor, its agents, servants, employees and contractors, arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.
- F. Contractor shall pay when due all federal, state and local taxes or assessments that may be levied against its personal, real and/or leasehold property situated at the Golf Course; provided, however, that Contractor shall have the right to protest or contest by legal proceeding or in such other manner as it may deem suitable, the validity or amount of any imposition which it is obligated to pay.
- G. Contractor shall require Ms. Dalton and, in her absence, a qualified assistant or a responsible adult, to be present in the Golf Pro Shop at all times so that the sales and services, which are herein required, will be available at all times during the scheduled hours of operation and use of the Golf Course and its facilities. During the months of April through October, Ms. Dalton shall not be absent for any two consecutive day period without first notifying and receiving the approval of the City. Vacations may only be taken between November 1st and March 31st of each contract year.
- H. Contractor is responsible for stocking and maintaining all inventory for the Golf Pro Shop merchandise. At a minimum, Contractor must stock a reasonable amount of golf balls, clubs, gloves and other golf related merchandise and clothing. Within thirty (30) days from the date of execution of this Agreement, Contractor shall enter all merchandise and equipment Contractor will stock, maintain, and sell at the Golf Pro Shop within the designated point of sale system. Throughout the duration of this contract, the designated point of sale system will be used to manage all merchandise and equipment. Contractor is solely responsible for payment, to the proper taxing authority, of all sales taxes on merchandise sold at the Golf Pro Shop.
- I. Contractor is responsible for complying with all federal, state, and local employment and labor laws, codes, directives, orders and rules and regulations. Notwithstanding termination or expiration of this Agreement, Contractor shall remain responsible for timely completion and filing of tax documentation and for furnishing all employees, agents and contractors with all tax information and/or documentation (i.e., W-2 or 1099 forms), as required by law. In the event the City is required to pay any unemployment compensation contributions for persons who were employed by Contractor, or any other expenses normally assumed and paid by an employer, but by operation of law are imposed on the City, Contractor shall reimburse the City for any payments so made. Contractor shall reimburse the City within fifteen (15) days after City sends an invoice for payment.
- J. Contractor shall maintain accurate books of accounts in accordance with Generally Accepted Accounting Principles ("GAAP") for all aspects of the operation of the Golf Pro Shop, revenues collected on behalf of the City of Dayton and all other fees and charges collected at the Golf Course. At any time during normal business hours, and as often as the City may deem necessary, Contractor shall make available to the City all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make excerpts and transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, revenues collected, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The City may require Contractor to provide, at Contractor's own cost and by an independent Certified Public Accounting ("CPA") firm, a full audit of this Agreement and Contractor's operations at the Golf Course.

ARTICLE V – GOLF MANAGEMENT SERVICES

- A. Contractor will perform the following golf management services at the Golf Course:
1. Contractor shall cooperate with all City employees, agents and contractors in the administration and operation of the Golf Course, and assist in assuring proper conduct of all users of the facility, maintaining it in a clean, neat, and sanitary condition. Contractor shall enforce the City's "No-Smoking" policy in and about the Premises at all times.
 2. Contractor shall, each day at the times designated by the City for the operation and use of the Golf Course, open locker rooms, and common area rest rooms for public use, and at the end of the day, Contractor shall be responsible for securing and locking said areas including course access gates.
 3. Contractor is subject to and shall comply with all orders and directions issued by the Golf Division Manager in the operation, maintenance and improvement of the Golf Course and facilities thereon.
 4. Contractor shall employ a sufficient number of employees, agents and/or contractors to render the golf services specified herein. Because such persons will be interacting with the public, Contractor shall insure that all personnel retained shall provide prompt and courteous treatment of the public using the Golf Course and its facilities, including annual fee players and/or guests. All such employees, contractors and/or agents shall be friendly, clean, courteous, efficient, and neat in appearances. Contractor shall not employ any person(s) who use improper language or act in a loud or boisterous, discriminatory, offensive or otherwise improper manner in providing services at the Golf Course or the Golf Pro Shop. Contractor agrees to terminate the services of any person whose conduct the City believes is detrimental to the best interest of the City or the operation of the Golf Course. Contractor agrees to furnish the Golf Division Manager, with a list of the names and addresses of all employees a minimum of one (1) day before employment and shall update said list as necessary.
 5. Contractor, and its employees and agents, shall collect for and on behalf of the City all golf-related fees and charges for the Golf Course, which includes, but is not limited to, greens fees, range fees, locker rentals, annual pass fees, league fees, golf cart fees and all other fees and charges for the use of the Golf Course and its facilities and/or equipment prescribed by the City. The City reserves the sole and exclusive right to establish all such fees, charges, and costs for use of the Golf Course and its facilities and equipment.
 6. Contractor will act as an ambassador of the City of Dayton, promoting the City of Dayton and use of the Golf Course in all aspects of the Golf Pro Shop business and golf management services. This shall include, but not be limited to, meeting and greeting customers, securing leagues and outings, providing golf and etiquette tips, and generally promoting and representing the Golf Course in a favorable light.
 7. Contractor shall have the right to sponsor and promote golf tournaments, special events and other outings held at the Golf Course, provided that such tournaments, events or outings are first approved by the Golf Manager. Upon approval by the Golf Manager, Contractor shall be responsible for the scheduling, management, and collection of all revenues from such tournaments, special events and other outings. Contractor shall provide to the Golf Manager on the first day of each month, a complete schedule of tournaments and outings to be held on the course for the upcoming month with number of participants, date of outing, and other information as required by the Golf Manager. Contractor will follow the City's fee schedule and will get variances from the schedule by approval of the Golf Manager only. All fees related to outings, tournaments, and other events, shall be paid and entered into the City's

cash register system by the day of the event. Any outings, tournaments, and other events that may require an invoice for payment shall be invoiced through the City's point-of-sale system.

8. Contractor shall employ all the starters and rangers necessary for the Golf Course operations. Preference in hiring shall go to City of Dayton residents. Contractor shall consult with the City or such other City-designated contractor(s) prior to hiring persons for the starter and/or ranger positions. It is further agreed that all starters and rangers hired must meet the requirements set forth in the Golf Policy Manual. All starters and rangers shall receive training before or immediately following their first scheduled date of work, with such training the responsibility of the Contractor.
 9. The City shall provide Contractor with a listing of all hours of work for starters and rangers, which must be covered. Contractor shall schedule the starters and rangers accordingly, and shall furnish all schedules of work for approval by the Golf Division Manager. In the event Contractor fails to meet the City's scheduling requirements and needs for starters and rangers, the City shall invoice Contractor for the cost for services not rendered to the City. Such amounts will be calculated and invoiced by the City and paid by Contractor no later than the fifteenth day of the following month.
 10. Contractor will insure, through the starters and rangers, that all users of the Golf Course are given a register receipt to demonstrate payment of the charges and fees to use the Golf Course, including any persons allowed discounted or free golf under the "Special Play Privilege Policy" contained in the Golf Policy Manual.
 11. By execution of this Agreement, Contractor represents that it received a copy of the Golf Policy Manual and is familiar with its contents and will observe and enforce same.
 12. Contractor shall, at its sole expense, provide golf shirts and nametags for all employees, starters, rangers, agents, contractors, and volunteers providing any of the golf services specified in this Agreement. Contractor will require that all such persons wear the shirts and nametags at all times when they are providing such services at the Golf Course.
 13. Contractor will pay the costs for long distance telephone, cable/internet services and alarm services for the Golf Pro Shop and Premises.
- B. Contractor shall manage and operate the City's golf cart concession at the Golf Course. The work and services to be provided by Contractor related to the golf cart concession include, but are not necessarily limited to, the following:
1. Contractor is responsible for providing the gasoline, and checking oil routinely for all gas golf carts supplied by the City. If the City procures electric carts for use in the golf cart concession, Contractor shall, on a daily basis, insure that all electric carts are fully charged. Unless the parties make other arrangements at the time the City provides electric carts for use at the Golf Course, the City will be responsible for the replacement of electric cart batteries.
 2. Charging and collecting (by using the cash registers and, as applicable, the credit card processing equipment provided by the City) the fees and charges prescribed by the City for the rental of golf carts. In no event shall Contractor charge more or less than the rate, fee or charge prescribed by the City, unless a different fee or charge is approved in advance by the Golf Manager.

3. Washing the entire golf fleet daily, unless weather conditions do not permit. In the event Contractor fails to comply with this requirement, the City may, but is not obligated to provide such washing services, with the cost thereof billed to and paid by Contractor with a 25% surcharge.
 4. Conducting daily inspections of the entire golf cart fleet. Any damage or accidents must be reported on an accident form, which shall be submitted to the City's Division of Golf administrative offices within twenty four (24) hours after the accident occurred or damage noticed.
 5. Performance of all routine maintenance on the golf cart fleet. As used herein, "routine maintenance" includes, but is not limited to, adding gas and oil, cleaning and inspecting the engines and the replacement of straps and tires, as may be necessary. Contractor is responsible for providing replacement tires for all golf carts. However, Contractor is not responsible for winter routine maintenance of the golf cart fleet. Contractor agrees that no more than ten percent (10%) of the golf cart fleet may be "out of service" at any one time due to routine maintenance activities to be performed by Contractor. The City shall have the right to inspect the entire golf cart fleet, during normal business hours, to verify compliance with this provision.
 6. Insuring that the "Cart Rental Agreement Form" which form will be provided by the City, is fully completed prior to each golf cart transaction, including usage when the golf cart is provided at no cost. The completed form for the day's transactions shall be given to the City on a daily basis. In the event a golf cart is provided at no cost or charge, Contractor shall provide a detailed explanation on the golf cart rental form; and if the City determines that a fee or charge should have been assessed, Contractor will pay the City an amount equal to 80% of the fee or charge that should have been collected and Contractor shall forego receipt of its Concession Fee (as this term is defined in Article VII, Subsection E).
 7. Insuring a sufficient number of golf carts is available for tournaments, special events or other outings. If there is an insufficient number, Contractor shall notify the Golf Manager within five (5) days to arrange rental of additional golf carts that are necessary for such tournament, event, or outing. The revenue collected for the additional golf cart rentals will be distributed per the agreed upon golf cart percentages set forth in this Agreement.
 8. Inventorying the cart fleet daily, at minimum during the close of business. Contractor must use the inventory sheet provided by the City.
 9. In the event a golf cart becomes missing from the premises, the Contractor must notify the Golf Division Manager immediately. In the event that the cart is damaged or needs replaced due to the negligence of the Contractor or its agents, it is the responsibility of the Contractor to reimburse all cost associated with retrieval, repair or replacement of the cart(s). The City will invoice the Contractor for all associated fees and the Contractor must reimburse the City within fifteen (15) business days.
 10. Insuring that all golf cart keys are paired with the appropriate golf cart and have a golf cart key tag associated with each key. Contractor is responsible for all cost associated with the replacement of keys and key tags.
- C. Contractor shall manage and operate the City's driving range at the Golf Course. The work and services to be provided by Contractor related to the driving range include, but are not necessarily limited to, the following:

1. Charging and collecting (by using the cash registers and, as applicable, the credit card processing equipment provided by the City) the fees and charges prescribed by the City for range balls and/or annual range passes. In no event shall Contractor charge more or less than the rate, fee or charge prescribed by the City, unless a different fee or charge is approved in advance by the Golf Manager.
 2. Providing sufficient number of range balls, range basket, signage and other supplies deemed necessary in the operation of the driving range.
 3. Providing necessary staff to pick range balls on the range, clean range balls and deliver to the Golf ProShop for rental.
- D. Contractor shall insure that the "STRAIGHT 90 DEGREE" rule and all other rules and regulations for the game of golf (including those set forth in the Golf Policy Manual) are enforced at all times.
- E. Contractor shall take an active role in the promotion and management of the City's Amateur Tournaments, junior golf programs, and other special events that may be held from time to time at Community Golf Course. Contractor shall provide a minimum of ten (10) hours of free instruction to junior golfers aged six (6) to seventeen (17). In lieu of such instruction and if the City offers its Junior Golf Program, Contractor shall provide, at no cost, range usage and all range balls needed by the participants in the City's Junior Golf Program.

ARTICLE VI – RIGHTS AND OBLIGATIONS OF CITY

- A. City shall have the right to and shall adopt, enforce, and amend reasonable rule(s) and regulation(s) regarding the use and operation of the Golf Course, facilities, and equipment, including the Golf Policy Manual. The City shall establish Golf Pro Shop operation hours.
- B. The Golf Division Manager and other City designees and representatives shall have, at any and all times, the full and unrestricted right to enter the Premises for the purposes of inspecting the Premises and of doing any and all things which the City is obligated or authorized to do as set forth herein or which may be deemed necessary for the proper general conduct and operation of the Golf Course in the exercise of the City's police power.
- C. City warrants to Contractor quiet enjoyment of the rights and privileges granted hereunder during the term of this Agreement, upon Contractor's full and faithful performance of all terms, obligations, promises and covenants contained herein.
- D. The City will maintain the Golf Course in a playable condition, insofar as weather and finances of the City permit.
- E. The City reserves to itself the sole and exclusive right to manage, control, and operate the Golf Course for the benefit of the public in such manner as the City, in its discretion, shall determine advisable. Nothing contained in the Agreement shall be construed to infringe upon or interfere with this exclusive right of management, control, and operation of the Golf Course by the City in any manner whatsoever. For example, the City may authorize other PGA professionals, which have an agreement with the City, to provide golf lessons or instruction to the public at the Golf Course even though Contractor's PGA professional will also be performing golf lessons and instruction at the Golf Course.
- F. The City will provide and maintain for Contractor's use all cash registers for all transactions at the Golf Course, including the collection of all fees, charges, and costs specified in this Agreement (i.e., golf cart concession fees, greens fees, locker rentals, merchandise sales, range fees, pass fees). The

City will also provide the necessary equipment for acceptance of credit cards (Visa and MasterCard), but Contractor shall reimburse the City for all merchant credit card transaction fees for credit transactions involving Contractor's sales of golf merchandise, golf club rentals, golf club repair, golf lessons, and range ball charges (for purposes of this Subsection only, referred to as "Contractor Revenues"). With each invoice permitted under Article VII, Subsection G, Contractor shall deduct the merchant credit card transaction fees from the payment due Contractor and shall include in the Concession Report a detailed statement as to the credit card transactions involving Contractor Revenues. The City agrees to assume full responsibility for payment of the merchant credit card transaction fees for golf cart rentals, notwithstanding Contractor's entitlement to the Concession Fee.

- G. Whenever there are updates or upgrades to the City's "Point of Sale" system, Contractor will receive training and overviews from the City and shall then be responsible for training and providing overviews to Golf Pro Shop staff. The City will not cover the costs of this training for Golf Pro Shop staff.
- H. Gasoline and/or electric golf carts for the golf cart concession at the Golf Course to be operated and managed by Contractor, as specified herein. All golf carts provided to Contractor will have matching numbered keys.
- I. The City agrees to retain or make available a qualified technician to make repairs, including minor repairs, to the golf cart fleet. However, the City shall only be responsible to pay the costs of repairs to the golf cart fleet, which are not caused by Contractor's failure to provide routine maintenance on the golf cart fleet as specified in Article V, Subsection B(6).

ARTICLE VII – FINANCIAL MATTERS AND REPORTS

- A. Contractor and its employees, agents, and contractors shall use the cash registers/point of sale system provided by the City for all transactions at the Golf Course and Golf Pro Shop, including, but not limited to, collection of greens fees, golf club rentals, range ball charges, locker rentals, annual privilege fees, league fees, golf cart fees, golf lessons, golf merchandise sales and all other miscellaneous golf-related charges and fees. All such transactions must be contemporaneously entered on the cash registers and, as applicable, the credit card processing equipment at the time of sale and collection of funds. Contractor shall balance the registers and credit card equipment each night. In the event of an overage (that cannot be reconciled), such funds shall be deposited as provided in Subsection B, and become property of the City. In the event of a shortage (that cannot be reconciled), Contractor shall be responsible for providing, from its own funds, an amount equal to the shortage; but such amount will be returned to Contractor if the Contractor can demonstrate to the satisfaction of the City that an inadvertent or other justifiable error occurred causing such shortage (i.e., funds were not correctly counted before deposit, register error). It is Contractor's responsibility for assuring that the beginning daily balance for all cash registers is at least One Hundred Dollars (\$100).
- B. Contractor shall deposit in a City-designated bank account, all daily Gross Receipts from the management and operation of the Golf Course, within a 24-hour period, excluding holidays and weekend days when designated financial institution is closed; and shall be responsible for the safekeeping, storage, and transportation of said Gross Receipts until they are deposited in the City-designated bank account. Contractor shall make deposits of monies and Gross Receipts for holiday and weekends on the next business day when the financial institution is open for business. All daily deposit receipts for Gross Receipts shall be provided to the City's Manager for the Division of Golf the next business day after deposit and the deposit receipt must be legible and must be bank validated. For purposes of this Agreement, "Gross Receipts" means all revenues derived from the management and operation of the Golf Course, whether by cash, check or credit card, including, greens fees, golf club rentals, locker rentals, annual privilege fees, league fees, Golf Cart Revenues (as this term is

defined in Subsection E below), golf merchandise sales at the Golf Pro Shop, range ball charges, cash register overages, and all other fees and charges for the use of the Golf Course and its facilities and/or equipment, including any sales taxes or other taxes relating to sales or services provided.

- C. The City agrees to pay Contractor a "Golf Management Fee" of One Thousand and Two Hundred Dollars (\$1,200) per month for the golf management services to be provided pursuant to this agreement.
- D. The City will make available to Contractor a stipend of Four Thousand Two Hundred and Fifty Dollars (\$4,250) per month for Golf Shop personnel costs.
- E. The City will pay Contractor a "Concession Fee" of twenty percent (20%) of the Golf Cart Revenues for all work and services provided by Contractor for the golf cart concession. As used herein "Golf Cart Revenues" shall mean all monies collected or charged, whether by cash or credit, for the rental of the golf carts at the Golf Course.
- F. The City will retain a "Maintenance Fee" of twenty percent (20%) of Driving Range Revenues for all work and services provided by the City for the driving range. As used herein "Driving Range Revenues" shall mean all monies collected or charged, whether by cash or credit for the rental of driving range balls at the Golf Course. In exchange for the Maintenance fee, the City will mow the driving range, fertilize and seed and ensure the range remains in as good of condition as excessive use and weather permit. The City will ensure that the range picker and cart remain operable. Contractor will retain the right to dictate pricing for driving range services, provided that fees remain reasonable and within market expectations. Contractor, at its sole cost and expense, shall make and maintain all improvements to the golf course driving range.
- G. On the 1st day of each month during the term of this Agreement, Contractor shall submit to the City an invoice for payment of the Golf Management Fee and request for disbursement of the monthly installment amount for Golf Pro Shop personnel costs. Upon request by the City, Contractor shall furnish supporting documentation and records to substantiate the information contained in said report. The City shall use good faith efforts to pay such invoice on or before the 15th day of the month.
- H. On the 1st and 16th day of each month (or the next business day that is not a Saturday, Sunday, or City observed holiday) during the term of this Agreement, Contractor shall review an invoice prepared by the City for payment of the Concession Fee and release of the funds related to golf merchandise sales, golf lessons, golf club rentals and range ball charges. With each invoice permitted under this Subsection H, Contractor shall sign a sworn or verified "Concession Report", in a format acceptable to the City, detailing, at a minimum for the immediately preceding period, the total amount of Golf Cart Revenues and golf merchandise sales (which amount shall include payment of all sales taxes and other taxes charged, as payment of such taxes is the responsibility of Contractor), golf club rentals, golf lessons, and range ball charges and the total amount of credit transactions for which Contractor is responsible for the payment of the associated merchant credit card acceptance fee as required in Article VI, Subsection F. Unless disputed or the Concession Report is incomplete, the City will use good faith efforts to pay the invoice within ten (10) business days from the City's receipt of the invoice.
- I. Quarterly, Contractor shall submit to the Golf Division Manager a detailed income statement, in compliance with GAAP and in such format acceptable to the City, together with such additional information or documentation as the City may require. If as a result of such statement a discrepancy is noted, Contractor shall take such corrective action as the City may require.
- J. The City's financial obligations under this Agreement are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other

lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available.

- K. City has the right to withhold payment to Contractor of the Golf Management Fee; Golf Shop Personnel Costs; Concession Fee; and, Driving Range Revenues, as described in Subsections (C), (D), (E), and (F) of this Article VII, in the event that Contractor is under investigation and/or has been placed on administrative leave during the pendency of any such investigation, for possible misconduct in connection with the duties and responsibilities of Contractor under this Agreement.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees against any and all claims for injury or damage to persons or property in any way connected with or arising out of Contractor's occupancy or use of the demised premises, the performance or non-performance of this Agreement and the acts, errors and omission of Contractor or its employees, agents, and/or contractors.
- B. During the term hereof, Contractor shall procure and maintain, at Contractor's sole cost and expense, with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, Comprehensive General Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate, and specifically covering all personal injuries, property damage and all losses and damages occurring on the Premises and/or resulting from Contractor's activities at the Golf Course. Contractor's insurance shall also include coverage for damaged doors and glass breakage and any structural damage related thereto.
- C. Contractor shall also maintain Workers' Compensation Insurance for all employees, in such amounts as prescribed by Ohio law.
- D. All policies of insurance required herein, but excluding Workers' Compensation Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insured(s) and shall contain the requirement that City shall be notified thirty (30) days in advance of any termination or diminution of coverage. Within thirty (30) days of the execution of this Agreement, Contractor shall furnish the Golf Division Manager with a complete copy of the certificate(s) of insurance demonstrating compliance with the insurance requirements contained herein.
- E. Contractor shall furnish a performance and fidelity bond in the amount of Twenty Five Thousand Dollars (\$25,000) to indemnify the City against loss of funds collected by Contractor on behalf of City and its agents or employees, in accordance with the terms of this Agreement and to be held by the City as security for the performance of Contractor's obligations under this Agreement.

ARTICLE IX – NON-DISCRIMINATION

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.
- B. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully and as if

specifically rewritten herein and that failure of Contractor to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

- C. Contractor agrees that it will not discriminate by segregation or otherwise, against any person or persons because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap in furnishing or by refusing to furnish to such person or persons the use of the Golf Course facility, including any and all services, privileges, and activities provided thereat.
- D. In the event of a finding of a breach of the above nondiscrimination covenant, the City shall have the right to terminate this Agreement and to re-enter and repossess the Premises and facilities thereon and the City shall be relieved of any obligation to pay for any work or services performed subsequent to the effective date of termination. Notwithstanding the foregoing sentence, it is specifically agreed that nothing herein contained shall prevent Contractor from exhausting all administrative and/or judicial remedies available to Contractor in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE X – TERMINATION

- A. This Agreement may be terminated by the City upon giving written notice of termination to Contractor at least thirty (30) days prior to the effective date of such termination. The City may immediately terminate this Agreement, without notice, in the event of any unethical conduct by Contractor or violation or alleged violation of federal, state, or local law, rule, regulation, or order, but excluding any violation or alleged violation of the Golf Policy Manual.
- B. This Agreement may be terminated by the City in the event Contractor defaults in the performance of any duty, obligation or responsibility hereunder, including any violation or alleged violation of the Golf Policy Manual, but only if Contractor fails to cure the default to the satisfaction of the City or fails to submit a mutually acceptable plan to cure said default within fifteen (15) days from the City's written notice to the Contractor explaining the default.
- C. Contractor may terminate this Agreement in the event the City defaults in the performance of its duties, responsibilities or obligations hereunder, but only if the City fails to cure or undertake reasonable actions to cure the default within thirty (30) days from Contractor's written notice to the City explaining such default.
- D. In the event this Agreement is terminated, the City shall be relieved of any obligation to pay for any work or services performed subsequent to the effective date of termination. On the effective date of termination, the City shall take immediate possession of the Premises, without being deemed guilty of trespassing, but will allow the Contractor to access the Premises for the period and specific purpose set forth in Article II, Subsection D.

ARTICLE XI – GENERAL PROVISIONS

- A. Where this Agreement speaks of approval and consent by the City or the Golf Division Manager, such approval and consent will not be unreasonably withheld.
- B. This Agreement represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

- C. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given, and shall not affect the City's rights with respect to any other or further breach.
- D. Contractor shall meet with the City and its designees at such reasonable times designated by the City to review and discuss performance of this Agreement. Contractor shall allow the City to conduct inspections or monitoring, and shall cooperate with the City in all respects concerning the review and monitoring of Contractor's performance pursuant to this Agreement.
- E. Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid, to the address specified herein. Such written communication or notice shall be addressed to:

Contractor: Prior to Tee Time, LLC
 c/o Jana Dalton
 5555 Germantown Pike
 Dayton, Ohio 45418

City: The City of Dayton, Ohio
 Department of Recreation & Youth Services
 Attn: Golf Division Manager
 101 W. Third Street, P.O. Box 22
 Dayton, OH 45401

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

- F. Contractor shall not assign any rights or duties under this Agreement without the prior written consent to the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement. Notwithstanding the foregoing, all promises, covenants, stipulations, and agreements set forth in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.
- G. Contractor represents that it has carefully reviewed the terms and conditions of this Agreement, is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.
- H. By executing this Agreement, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Subsection. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement, including starters and rangers, are not City employees and not entitled to any of the emoluments of City employment. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all local, state, and federal taxes.

- I. The City may amend this Agreement, provided no such amendment shall be effective unless it is reduced to writing, executed by each party and, if required, approved by the Commission of the City of Dayton, Ohio.
- J. Contractor affirms and certifies that it complies with Ohio Revised Code §3517.13 limiting political contributions.

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

PRIOR TO TEE TIME
an Ohio Limited Liability Company

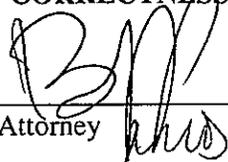
THE CITY OF DAYTON, OHIO

By: _____

City Manager

Its: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

4

From **6340 - Fire/Strategic Prog & Safety**

Date **September 14, 2016**

Expense Type **Payment of Voucher**

Supplier, Vendor, Company, Individual

Total Amount **\$38,914.65**

Name **Public Safety Medical**

Address **324 E. New York St. Suite 300
Indianapolis, IN 46204**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1159-71	\$38,914.65

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

Description

The Department of Fire (DFD) is requesting approval of funds to cover expenditures to Public Safety Medical for the performance of physicals for Dayton firefighters.

The DFD determined that in order to establish a baseline medical evaluation of City Firefighters in accordance with NFPA 1582-Standard on Comprehensive Occupational Medical Program for Fire Departments, additional testing components would be necessary. These additional tests were more expensive than the tests that were used to establish the budget of the contract. At the time of this decision, DFD did not complete a Change Order or request a Budget Increase (or Appropriation Transfer) to cover anticipated additional costs.

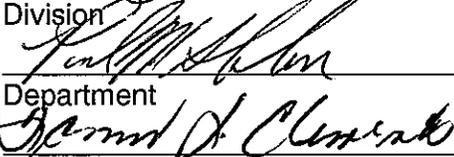
DFD made an error on invoice paperwork, charging a payment to the wrong sequence in the CT. DFD had already exhausted \$25,780.44 of the \$47,000 authority, and did not have adequate authority to cover the total cost of the invoice. Failures of internal organizational controls contributed to DFD exceeding its authority as DFD continued to charge expenses to the Health Insurance Fund's sequence, unaware that payments were in excess of the total authorized amount. As a result, DFD made payments of \$85,914.65, for a total of \$38,914.65 above its authorized amount of \$47,000.00. The overall total payments made were \$172,936.77 or \$22,936.77 above the total authorized amount.

To address these failure points, DFD has reviewed its policies and procedures and has developed redundancies to avoid future issues. This includes additional training, assigning a principal manager to oversee contracts that are spread over multiple divisions and departments and ensuring that invoices are approved by all involved departments prior to submission to Finance.

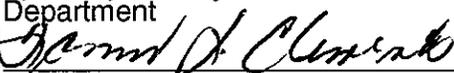
A Certificate of Funds is attached in the amount of \$38,914.65 to cover the Payment of Voucher.



 Division



 Department



 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT16-1518

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order

Contract Start Date	01/01/16
Expiration Date	12/31/16
Original Commission Approval	
Initial Encumbrance	\$ 38,914.65
Remaining Commission Approval	
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u> \$ 38,914.65 </u> Fund Code <u> 10000 - 6340 - 1159 - 71 - - </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u> XXXXX - 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: Public Safety Medical

Vendor Address: 324 E. New York St. Suite 300 Indianapolis IN 46204
Street City State Zipcode + 4

Federal ID: 35-2079797

Commodity Code: 96154

Purpose: Funds to pay for the provision of NFPA-1582 physicals for all uniformed and non-uniformed Fire personnel in accordance with City's Wellness and Fitness initiative

Contact Person: Asst. Chief Jeff Lykins Fire 9/1/2016
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> <i>Jeff Lykins</i> </u> Finance Director Signature	<u> 9-6-16 </u> Date	
<u> <i>Jeff Maslow</i> </u> CF Prepared by	<u> 9/6/16 </u> Date	<u> CT16-1518 </u> CF/CT Number



City Manager's Report

5

From **6340 - Fire/Strategic Prog & Safety**

Date **September 14, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$75,000**

Name **Public Safety Medical**

(3 years, 2017-2019)

Address **324 E. New York St. Suite 300
Indianapolis, IN 46204**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1159-71	75,000.00

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

Description

Permission is requested for a First Amendment (Amendment) with Public Safety Medical in the amount of \$75,000.00. This Amendment will cover additional tests during firefighter physicals.

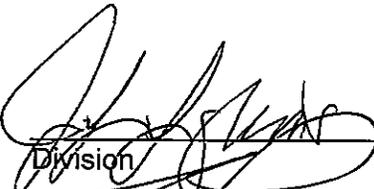
Authorization is requested for three (3) years for the following respective amounts:

- 2017 - \$25,000.00
- 2018 - \$25,000.00
- 2019 - \$25,000.00

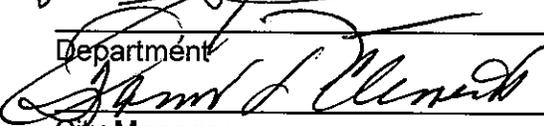
The original Agreement was approved December 30, 2015 in the amount of \$300,000.00. This Amendment will increase the contract amount to \$375,000.00

The First Amendment has been reviewed by the Law Department as to form and correctness.

Certificate of Funds will be encumbered in the subsequent years.



 Division



 Department

 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made this _____ day of _____ 2016, between the City of Dayton, Ohio (“City”) and Public Safety Medical (“Contractor”).

WHEREAS, on December 30, 2015, the City and Contractor entered into an Agreement for the performance of physicals for Dayton firefighters on “as needed basis”; and

WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree to amend the Agreement as follows:

1. Article 10, M of the Agreement shall be deleted and replaced with the following:

M. PAYMENT

The city shall pay the consultant a sum not to exceed Three Hundred Seventy-Five Thousand Dollars and Zero Cents.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

WITNESSED BY:

Public Safety Medical

Lora Lex
Director of Client Services

WITNESSED BY:

CITY OF DAYTON, OHIO

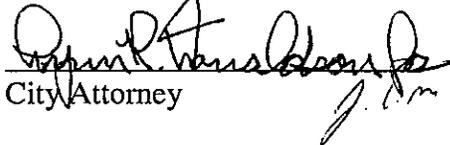
By: _____

Its: _____

APPROVED:

Director, Department of Fire

APPROVED AS TO FORM
AND CORRECTNESS:


City Attorney

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission



City Manager's Report

6

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

Date **September 14, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$2,597,591 through Sept. 2018**

Name **Apex Mechanical Systems, Inc.**

Address **453 East Wenger Road
Englewood, Ohio 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital (Bonds)	51368-3210-1425-43	\$2,597,591

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

Description

Energy Retrofits and Upgrades-HVAC Only at the Dayton International Airport 19.8% MBE Participation, 15% Goal

The Dayton International Airport Energy Retrofits and Upgrades project includes the upgrade to the heating, ventilation, and air conditioning system in the airport terminal and concourses A and B, primarily in the existing mechanical and utility equipment rooms. Seven heating boilers and pumps, as well as the primary flow piping for the heating and cooling systems and cooling towers, will be reconfigured. Also, VAV boxes will be replaced on the terminal and concourse levels.

Three bids were received for this project. It is recommended that the project be awarded to the lowest bidder, Apex Mechanical Systems, Incorporated. The total contract amount is \$2,597,591.00, including the base bid of \$2,010,300.00, Add Alternate #1, the Contingency of \$314,000.00, Add Alternate #3, Mechanical Room Improvements of \$256,491.00, and Add Alternate #4, Lighting of \$16,800.00. Add Alternate #2 is not being awarded at this time.

The Engineer's estimate for this project is \$3,032,676.00 as a base bid and Add Alternates #1, #3, and #4.

HRC established a MBE goal of 15%, and Apex Mechanical Systems, Inc. proposes a MBE utilization of 19.8%.

The project is being funded with a \$2,597,591.00 in Bond Financed Capital. A Certificate of Funds, Tabulation of Bids, HRC recommendation letter and the proposal from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT 16-1516

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	09/16/16
Expiration Date	12/31/18
Original Commission Approval	\$ 2,597,591.00
Initial Encumbrance	\$ 2,597,591.00
Remaining Commission Approval	
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> </u> \$ 2,597,591.00 Fund Code <u>51368 - 3210 - 1425 - 43 -</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Apex Mechanical Systems, Inc.

Vendor Address: 453 E. Wenger Rd., Englewood Ohio 45322

Street
City
State
Zipcode + 4

Federal ID: 320132574

Commodity Code: 90644

Purpose: Energy Retrofits and Upgrades Project, replacement of HVAC systems and related componets at the Dayton International Airport.

Contact Person: Gilbert Turner Aviation/Administration 8/30/2016

Department/Division
Date

Originating Department Director's Signature: *Gilbert Turner*

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: *C. J. Patten* 9-6-16

Date

CF Prepared by: *Michelle Marshall* 9/2/16 CT 16-1516

Date
CF/CT Number

PROJECT: Energy Retrofits And Upgrades-HVAC Only At Dayton International Airport (15% MBE Participation)

BID OPENING: July 7, 2016

ESTIMATED COST: \$3,627,676.00

ESTIMATED COMPLETION DATE: 360 Calendar Days

	CONTRACTOR	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	ALTERNATE NO. 4	15% MBE	WAIVER
1	Apex Mechanical Systems, Inc.	\$2,010,300.00	\$314,000.00	\$1,150,540.00	\$256,491.00	\$16,800.00	19.804%	
2	Frye Mechanical, Inc.	\$2,368,053.00	\$314,000.00	\$1,064,887.00	\$320,127.00	\$15,521.00	21%	
3	MSD	\$2,442,720.00	\$314,000.00	\$1,085,108.00	\$342,079.00	\$16,509.00	0%	NO

Apex Mechanical Systems, Inc.
453 E. Wenger Road
Englewood, OH 45322

Energy Retrofits and Upgrades – HVAC
Only at Dayton International Airport (15%
MBE Participation)



MEMORANDUM

September 2, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Energy Retrofits and Upgrade – HVAC Only @ Dayton
International Airport (15% MBE)**

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

	PERCENTAGE OF PARTICIPATION
1. Apex Mechanical Systems, Inc	
A. MINORITY BUSINESS ENTERPRISE	
Diversified Mechanical Systems, LLC	15.5%
Cardinal Diversity Group	4.3%
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	<hr/> 19.8% 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 333-1403.

BID FORM - HVAC

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:

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

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

NOTE: The controls portion of this project will be bid and award as a contract separate from this one. That contract will be awarded and assigned to this contract for management of the overall project schedule. The contractors must work together to complete the project on time, within the bid amount and to meet all of the technical requirements of both contracts. Details of both parties' responsibilities are included in the Division Of Work document attached to this bid schedule.

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

BASE BID

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	BASE BID <u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
1	All work shown in the bidding documents and not included in items 2, and 3, below.	1	LS	<u>725,537</u>	<u>725,537</u>
2	Replace Boilers, piping, pumps and all work associated with the hot water portion of the heating system	1	LS	<u>984,800</u>	<u>984,800</u>
3	Replace VAV boxes and all associated work.	1	LS	<u>299,963</u>	<u>299,963</u>
TOTAL BASE BID				\$ <u>2,010,300</u>	

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

ALTERNATEs 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 (either unit or lump sum items), or as non-bid items. The amount of this "**ALLOWANCE**" may vary as determined by the OWNER, but shall not exceed the maximum of **\$ 314,000.**

<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	LS	LS	<u>\$ 314,000</u>	<u>\$ 314,000</u>

TOTAL MAXIMUM ALLOWANCE ALTERNATE NO. 1 \$ 314,000

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

ALTERNATEs NO. 2
DUCT CLEANING

This alternate is for a Duct and HVAC Equipment cleaning to be performed in accordance with Attachment 1; HVAC Systems Cleaning Standards and Statement of Work Of this contract document's HVAC bid set.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
A-2a	Ductwork Concourse A	12,000	LF	\$ <u>22.74</u>	\$ <u>272,880</u>
A-2b	Ductwork Concourse B	8,000	LF	\$ <u>22.78</u>	\$ <u>182,240</u>
A-2c	Connectors (Combined)	2,000	LF	\$ <u>18.16</u>	\$ <u>36,320</u>
A-2d	Office Tower	5,000	LF	\$ <u>35.53</u>	\$ <u>177,650</u>
A-2e	Terminal Building	3,000	LF	\$ <u>54.25</u>	\$ <u>162,750</u>
A-2f	Contingency for Duct Sealants	10,000	SF	\$ <u>15.00</u>	\$ <u>150,000</u>
A-2g	Air Handler Equipment		LS	\$ <u>138,700</u>	\$ <u>138,700</u>
A-2h	Inspection, Testing and Documentation		LS	\$ <u>30,000</u>	\$ <u>30,000</u>
TOTAL ALTERNATE NO. 2.					\$ <u>1,150,540</u>

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

ALTERNATEs NO. 3
MECHANICAL ROOMS IMPROVEMENTS

This alternate is for work described on Drawing Sheet G-001, except for lighting replacement in accordance with the specification. Work includes, but is not limited to, fluid applied floor coating, and painting and cleaning walls and equipment.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
A-3a	Paint unpainted masonry walls.	13,100	SF	<u>\$ 4.19</u>	<u>\$ 54,889</u>
A-3b	Paint previously painted wall surfaces	10,000	SF	<u>\$ 3.05</u>	<u>\$ 30,500</u>
A-3c	Fluid Applied Floor Finish	15,700	LF	<u>\$ 4.86</u>	<u>\$ 76,302</u>
A-3d	All Work described on Sheet G-001 except as described included in A3a thru c above and Alternate 4.	1	LS	<u>\$ 94,000</u>	<u>\$ 94,000</u>
TOTAL ALTERNATE NO. 3.					<u>\$ 256,491</u>

Bid Form (Continued)

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)

ALTERNATEs NO. 4
Lighting Replacement

Replacement of existing area lighting fixtures and installation of 2 new LED Lighting fixtures described in the specifications and shown and noted on the drawings

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
A-4	LED Light fixtures	1	LS	<u>\$ 16,800</u>	<u>\$ 16,800</u>

TOTAL ALTERNATE NO. 4. \$ 16,800

Bid Form (Continued)

ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% 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>1,206,180</u>	\$ <u>804,120</u>	\$ <u>2,010,300</u>
TOTAL ALT. NO.1 (Contingency)	\$ <u>-0-</u>	\$ <u>314,000</u>	\$ <u>314,000</u>
TOTAL ALT No 2 (Duct Cleaning)	\$ <u>690,324</u>	\$ <u>460,216</u>	\$ <u>1,150,540</u>
TOTAL ALT No 3 (M-R IMPROVEMENTS)	\$ <u>153,894.60</u>	\$ <u>102,596.40</u>	\$ <u>256,491</u>
TOTAL ALT No 4 (Lighting)	\$ <u>10,080</u>	\$ <u>6,720</u>	\$ <u>16,800</u>
TOTAL	\$ <u>2,060,478.60</u>	\$ <u>1,687,652.40</u> <i>1,373,652.40 Mgmt</i>	\$ <u>3,748,131</u>

The time of completion fixed by the City is 360 Days.

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

NAME

ADDRESS

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

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO ✓

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Apex Mechanical Systems, Inc.

Ohio

Maria Magee; President

Marc Pichens; Secretary

453 E. Wenger Rd, Englewood, OH 45322

453 E. Wenger Rd, Englewood, OH 45322

Telephone 937-836-8200 Fax 937-836-8221

E-mail apex@apexmechsys.com

Federal I.D.# 32-0132574

Dated this 30 day of June, 2016

Bidder: Apex Mechanical Systems, Inc.

(Person, Firm, or Corporation)

By: Maria Magee

maria magee

Title: President

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

N/A

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

AMOUNT \$ Ten Percent (10%) of the Total Bid Amount

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Apex Mechanical Systems, 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 16th day of June, 2016.

Apex Mechanical Systems, Inc.

Maria Magee
Maria Magee Bidder

The Cincinnati Insurance Company

Mary Beth Milling
Mary Beth Milling Surety Attorney-in-Fact

AssuredPartners NL, LLC

Name of Insurance Agency

5000 East Galbraith Road, Suite 5000, Cincinnati, OH 45236

Address of Insurance Agency

Telephone (513) 624-1742 FAX (513) 624-1792

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

G. Dale Derr; Tammie J. Landess; Evan R. Derr; Randal T. Noah; Mary Beth Milling; Nancy Nemece; Kelsey Freytag; Stella Adams; Tiffiany Gobich; Elizabeth McDevitt; Mark Nelson and/or Tammy Masterson

of Dayton and Cincinnati, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.

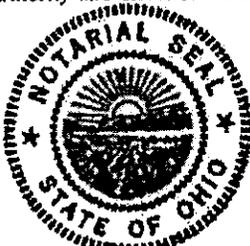


THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice, Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller, Attorney at Law, Notary Public - State of Ohio

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 16th day of June, 2016



Signature of Scott R. Bolen, Secretary

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

STATE OF Ohio
COUNTY OF Montgomery

SS:

Marc Pickens being first duly sworn deposes and states that:

(1) He/she is officer of
(owner, partner, officer, representative, or agent)
Apex Mechanical Systems, 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.

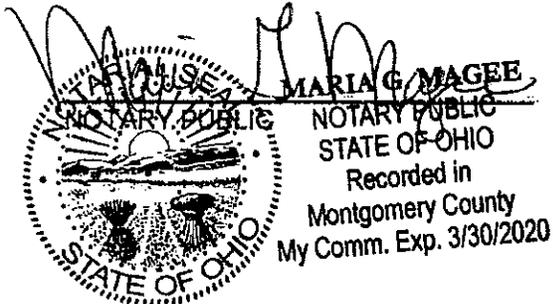
(3) Such offering is genuine and is not a collusive or sham offering

(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 30 day of June, 2016.



Marc Pickens
SIGNED
Secretary
TITLE

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Marc Pickens being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Apex Mechanical Systems, 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: Marc Pickens
Title: Secretary

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Marc Pickens
this 31st day of June, 2016



MARIA G. MAGEE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Montgomery County
My Comm. Exp. 3/30/2020

Maria G. Magee
Notary Public

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Apex Mechanical Systems, 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: Maria Magee
(signature)

Title: President

Date: 6-20-16

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Vacation & holiday pay
Health/life insurance
Simple IRA

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.

Associated Builders and Contractors Apprenticeship Program

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

Diversified Mechanical Systems, LLC
York Electric
Icon
Perry Interiors

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.

<u>Maize Painting</u>	<u>Tall View Palladium, Inc.</u>
<u>Portfolio Painting</u>	_____
<u>Metro Painting, LLC</u>	_____
<u>A To Z Maintenance</u>	_____
<u>Cardinal Diversity Group</u>	_____
<u>Diversified Mechanical Systems, LLC</u>	_____

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

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Energy Retrofits + Upgrade - HVAE Only
NAME

Dayton International Airport
LOCATION

During the performance of this contract:

Apex Mechanical Systems, Inc. 453 E. Wenger Rd., Englewood, OH 836-8200 / 836-8221
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Apex Mechanical Systems, Inc (Contractor)
certifies that:

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

<u>Insulators</u>	<u>Milwrights</u>
<u>Welders</u>	
<u>Pipefitters</u>	
<u>Sheet Metal</u>	
<u>Painters</u>	
<u>Electricians</u>	

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

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

SIGN: Maria Magee
(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:

Energy Retrofits and Upgrade - HVAC only at Dayton International Airport

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

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name:	<u>Diversified Mechanical Systems, LLC</u>				<u>Equipment Supplier</u>	
Tax I.D. Number:	<u>27-0498792</u>					
Street Address:	<u>1717 Wesleyan Rd</u>					
City/State/ Zip Code:	<u>Dayton, OH 45406</u>					
Phone (area code/#):	<u>937-902-7178</u>	E-mail:	<u>ehardaway@sbcglobal.net</u>			

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 2,010,300 Total \$ to subcontract 311,596 Total % subcontract: 15.5

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name:	<u>Maria Magee</u>	<u>453 E. Wenger Rd.</u>
Sign Name:	<u>Maria Magee</u>	<u>Englewood, OH 45322</u>

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

Project Name:

Energy Retrofits and Upgrade - HVAC only at Dayton International Airport

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

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	Cardinal Diversity Group					Electrical
Tax I.D. Number:	20-3870038					
Street Address:	3622 Salem Avenue					
City/State/ Zip Code:	Dayton, OH. 45406					
Phone (area code/#):	E-mail:					
937-278-4941	ewilliams@cardinaldiversity.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total \$ to subcontract 86,514 Total % subcontract: _____

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Maria Magee	453 E. Wenger Rd.	
Sign Name:	Maria Magee	City/State/Zip	
		Englewood, OH. 45322	

**ADDENDUM NO. 1 ENERGY RETROFITS AND UPGRADE – HVAC ONLY AT DAYTON
INTERNATIONAL AIRPORT**

ADDENDUM NO. 1

**ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)**

June 13, 2016

TO ALL BIDDERS:

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.

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

For Items marked (Issued) see attachments to this addendum, for items marked (Not Issued) make changes to previously issued documents as noted.

ITEM NO. 1(Not Issued)

PROPOSAL

Revise the Invitation to Bid, Legal Notice, and Instructions to change the date of the Bid Opening from Thursday, June 16, 2016 to Thursday, June 30, 2016.

ITEM NO. 2 (Issued)

Use Revised Bid Form Issued with this Addendum, Attachment 1

ITEM NO. 3 – REQUEST FOR INFORMATION

1. **QUESTION:** Per our conversation we will be furnishing boiler flue pricing to the bidding mechanical contractors and would like to know the (can be approximate) height from the boiler room floor to the roof deck on the field maintenance building.
RESPONSE: Approximate height is 25 feet plus/minus.
2. **QUESTION:** It appears that the controls contract will have no relationship with the city since they will be under an AIA with the prime contract but they will be billing for their work direct with the city. Can you provide more detail on what the prime contractors responsibilities will be in their relationship with the controls contractor?
RESPONSE: The requirement for use of the AIA subcontract form is being removed. See the revised Bid Form issued under Item 2.
3. **QUESTION:** What is the liability of the prime contractor for performance of the controls contractor?
RESPONSE: The Prime (HVAC) contractor has no responsibility for performance of the controls contractor. The Prime is only responsible to closely coordinate work with the controls contractor so both contracts are completed in accordance with their perspective contracts.
4. **QUESTION:** Does the controls contract have the same end date as the prime contract?

June 13, 2016
Stephen Finke, Deputy Director
Department of Public Works

- RESPONSE:** The end dates may not be the same. Since the controls contract no longer will be assigned to the HVAC contractor this should have no impact.
5. **QUESTION:** What is the value of the controls contract? Since they will become the primes subcontractor the value of their contract will need to be covered in the prime bond.
RESPONSE: Since the controls contract no longer will be assigned to the Prime contractor the value of the controls contract should have no impact on the HVAC contractor.
6. **QUESTION:** Once the controls contract is assigned, the bonding company may require the controls contractor to bond back their work to the prime. How will this be handled by the city?
RESPONSE: Since the controls contract no longer will be assigned to the Prime contractor there will be no impact on the HVAC contractor's bonds.
QUESTION: We are requesting a bid extension to allow potential MBEs time to go over their scopes.
RESPONSE: Bid opening is being extended to Thursday, June 30, 2016.
7. **QUESTION:** We are requesting an additional site visit to bring potential MBEs to look at their scope
RESPONSE: An additional site visit is now scheduled for 9:00 am Monday, June 20, 2016.
8. **QUESTION:** Spec section 233600 - Air Terminal Units, does not outline any manufactures. Please provide a list of approved manufactures. In addition please provide more information on capacities, air flow requirements, heating MBH, design temperature, etc.
RESPONSE: Required prebalance work is described on the drawings for obtaining performance numbers. Refer to ITEM NO 6 and ITEM NO 15 through 17
9. **QUESTION:** Please define your scope of work for spec section 230548. At the walkthrough, it was indicated this work was not required.
RESPONSE: Seismic work is not anticipated however, in the event of discovery or direction from AHJ, work requirements are define within that specification section. Vibration control and other requirements of this section are still applicable.
10. **QUESTION:** Confirm if the VAV Terminals are going to need to have access panels field installed downstream of the reheat Coils? Terminals are specified to have access panels from the factory on the upstream (AHU Primary) side only.
RESPONSE: Access doors downstream are required for the cleaning of coil.
11. **QUESTION:** Can Camus Hydronics be listed as an approved boiler manufacturer?
RESPONSE: See ITEM NO 7
12. **QUESTION:** Can RBI Futera Fusion Boilers be listed as an approved boiler manufacturer.
RESPONSE: See ITEM NO 7
13. **QUESTION:** The sample Bid Bond form in the spec book is just for a bid bond. However, in the Instructions to Bidders, Section 103.38 it calls for a Bid Guarantee and Contract Bond. These are two different things. Which do you prefer?
RESPONSE: The city sees no difference in these documents. The city provides a paper titled 'Bid Bond', which most contractors use. But some contractors supply a form titled 'Bid Guarantee and Contract Bond'. Either one is acceptable.

ITEM NO. 4 – SPECIFICATION SECTION 09 67 00 – EPOXY FLOOR COATING (ISSUED)

Add Specification Section 09 67 00,-Epoxy Floor Coating, to the project specifications set, Attachment 4.

ITEM NO. 5 – SPECIFICATION SECTION 09 91 00 – PAINTING (ISSUED)

Add Specification Section 09 91 00, Painting to the project specifications, Attachment 5.

June 13, 2016
Stephen Finke, Deputy Director
Department of Public Works

ITEM NO. 6 – SPECIFICATION SECTION 23 36 00 (NOT ISSUED)

Add paragraph 2.5 to read “Air terminal units shall be manufactured by Titus, Price or Trane.”

ITEM NO. 7 – SPECIFICATION SECTION 23 51 16 – CONDENSING BOILERS (NOT ISSUED)

Revise paragraph 2.2.A to read “Boilers shall be Thermal Solutions EVCA, Lochinvar Crest or Aerco Benchmark. Additional manufacturers of Camus and RBI shall be acceptable upon Engineer approval for equal performance, construction and configurations. Any additional work required due to size and clearance conflicts or performance shortfall correction shall be the responsibility of the HVAC Contractor.”

ITEM NO. 8 – SPECIFICATION SECTION 23 08 00 – COMMISSIONING OF HVAC (NOT ISSUED)

Add new paragraph 1.1 to read:

1.1 SCOPE OF WORK

- A. The scope of work defined within this section is the responsibility of the Commissioning Agent with assistance from the HVAC and Temperature Controls Prime Contractors.
- B. The HVAC and Temperature Controls Prime Contractors shall be responsible for coordinating schedules of work with the Commissioning Agent as well as corrections to the HVAC or Controls systems required to accomplish the Commissioning scope of work.

ITEM NO. 9 – DRAWING E-001 (ISSUED)

The Lighting Fixture Schedule on Sheet E-001, Legend and Abbreviations, has been revised and the drawing is being reissued.

ITEM NO. 10 – DRAWING M-002 (NOT ISSUED)

PUMP SCHEDULE – Removed HWP-11 and 12 from schedule.

ITEM NO. 11 – DRAWING M-108 (ISSUED)

Add new refrigeration detection system control panel and sensors to replace existing inoperable system.

ITEM NO. 12 – DRAWING M-201 (ISSUED)

Existing hot water pumps HWP-11 & 12 and associated piping, accessories etc. to be removed.

ITEM NO. 13 – DRAWING M-202 (ISSUED)

Existing hot water pumps HWP-11 & 12 and associated piping, accessories etc. to be removed.

ITEM NO. 14 – DRAWING M-203 (NOT ISSUED)

Revised Plan Note #2 to read: “EXISTING HOT WATER BOILER AND ASSOCIATED POWER, CONTROLS, CONCRETE BASE, FUEL OIL PIPING AND PUMPS, ETC. TO BE REMOVED”

ITEM NO. 15 – DRAWING M-301 (ISSUED)

Revised General Note D to read: “ALL NEW TERMINAL UNITS SHALL BE SUPPLIED WITH MANUFACTURER ACCESS PANEL OPTION AND DUCT ACCESS PANEL DOWNSTREAM OF COIL. TERMINAL UNIT ACCESS PANEL SHALL BE INSULATED

June 13, 2016
Stephen Finke, Deputy Director
Department of Public Works

CONSISTENT WITH CASING. ACCESS PANEL SHALL FACILITATE THE CLEANING OF UNIT AND REHEAT COIL.”

Add new General Note E to read: “NEW VAV TERMINAL UNITS EQUIPPED WITH HOT WATER REHEAT COILS SHALL BE SELECTED FOR AN ENTERING WATER TEMPERATURE OF 140 DEG F AND A LEAVING TEMPERATURE OF 110 DEG F.”.

ITEM NO. 16 – DRAWING M-302 (ISSUED)

Revised General Note D to read: “ALL NEW TERMINAL UNITS SHALL BE SUPPLIED WITH MANUFACTURER ACCESS PANEL OPTION AND DUCT ACCESS PANEL DOWNSTREAM OF COIL. TERMINAL UNIT ACCESS PANEL SHALL BE INSULATED CONSISTENT WITH CASING. ACCESS PANEL SHALL FACILITATE THE CLEANING OF UNIT AND REHEAT COIL.”

Add new General Note E to read: “NEW VAV TERMINAL UNITS EQUIPPED WITH HOT WATER REHEAT COILS SHALL BE SELECTED FOR AN ENTERING WATER TEMPERATURE OF 140 DEG F AND A LEAVING TEMPERATURE OF 110 DEG F.”.

ITEM NO. 17 – DRAWING M-303 (ISSUED)

Revised General Note D to read: “ALL NEW TERMINAL UNITS SHALL BE SUPPLIED WITH MANUFACTURER ACCESS PANEL OPTION AND DUCT ACCESS PANEL DOWNSTREAM OF COIL. TERMINAL UNIT ACCESS PANEL SHALL BE INSULATED CONSISTENT WITH CASING. ACCESS PANEL SHALL FACILITATE THE CLEANING OF UNIT AND REHEAT COIL.”

Add new General Note E to read: “NEW VAV TERMINAL UNITS EQUIPPED WITH HOT WATER REHEAT COILS SHALL BE SELECTED FOR AN ENTERING WATER TEMPERATURE OF 140 DEG F AND A LEAVING TEMPERATURE OF 110 DEG F.”.

ITEM NO. 18 – DRAWING M-501 (ISSUED)

New Sheet for Air Handling Unit repairs and refurbishments.

ITEM NO. 19 – DRAWING G-001 (ISSUED)

New Sheet for painting, cleaning, and additional lighting scope of work

June 13, 2016
Stephen Finke, Deputy Director
Department of Public Works

**ADDENDUM NO. 2 ENERGY RETROFITS AND UPGRADE – HVAC ONLY AT DAYTON
INTERNATIONAL AIRPORT**

ADDENDUM NO. 2

**ENERGY RETROFITS AND UPGRADE – HVAC ONLY
AT DAYTON INTERNATIONAL AIRPORT
(15% MBE PARTICIPATION)**

June 28, 2016

TO ALL BIDDERS:

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.

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

For items marked (Not Issued) make changes to previously issued documents as noted.

ITEM NO. 1 (Not Issued)

PROPOSAL.

Revise the Invitation to Bid, Legal Notice, and Instructions to change the date of the Bid Opening from Thursday, June 30, 2016 to Thursday, July 7, 2016.

ITEM NO. 2 – Sheet M-002 (Not Issued)

PUMP SCHEDULE: Revise pump schedule for HSP-1 & 2 for the Field Maintenance Bldg. to remove schedule note #1. HSP-1 & 2 are to be new pumps provided under this project.

ITEM NO. 3 – REQUEST FOR INFORMATION

1. **QUESTION:** Can Laars High Efficiency Boilers be added to the spec. They meet and or exceed all requirements for the boiler specifications.
RESPONSE: Laars is an acceptable manufacturer to be considered for use. The boiler submitted for approval during the construction phase shall be subject to requirements defined in the drawings and specifications.
2. **QUESTION:** Do the new VAV boxes with reheat coils get new valve piping packages? I understand that the control valve will be replaced, but will the existing shutoff valves, balancing valves, etc. be replaced with new?
RESPONSE: The design intent is to reuse existing piping packages with the exception of control valves. In the event of a VAV unit relocation, the existing piping shall be extended to unit's new location.
3. **QUESTION:** Item 18, Sheet M-501. The issues listed with the units and any repairs that may be needed cannot be quantified without troubleshooting the unit. Are there service tickets available that show the found issues and repairs/parts needed or will the cost of this work come out of the contingency?
RESPONSE: Items needing cleaned, serviced and/or repaired are identified in the chart. Cost to perform this work shall be included in the base bid. Scope of work was identified prior to final walkthrough date to allow contractors the option of investigating work.

June 28, 2016

Stephen Finke, Deputy Director
Department of Public Works

Page 1 of 1



City Manager's Report

7.

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

Date **September 14, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$1,155,750 through Sept. 2018**

Name **Becker Construction, Inc.**

Address **525 Gargrave Road
Dayton, Ohio 45449**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital (Bonds)	51251-3210-1424-43	\$1,155,750

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

Description

**US CBP and GAF Processing Renovation at the Dayton International Airport
14.6% MBE Participation, 15% Goal
12.5% WBE Participation, 5% Goal**

The Dayton International Airport US CBP and GAF Processing Renovation project includes interior remodeling of the US Customs and Border Protection port offices and processing area to accommodate international flights. The project also includes the installation of a back-up power generator, exterior masonry restoration, sidewalk rehabilitation and parking lot sealing and striping.

Four bids were received for this project. It is recommended that the project be awarded to the lowest bidder, Becker Construction, Incorporated. The total contract amount is \$1,155,750.00, including the base bid of \$999,850.00, Add Alternate A-1, the Contingency of \$20,000.00, Add Alternate A-2, the Landscaping Allowance of \$10,000.00, Add Alternate E-1, LED Lights of \$19,000.00, Add Alternate G-1, Replace Roofing of \$55,500.00, Add Alternate G-2, Resurface Parking Lot of \$23,400.00, and Add Alternate M-1, Computer Room HVAC Unit of \$28,000.

The Engineer's estimate for this project is \$1,293,342.15 as a base bid and Add Alternates A-1, A-2, E-1, G-1, G-2 and M-1.

HRC established a MBE goal of 15% and a WBE goal of 5%. Becker Construction, Inc. proposes a MBE utilization of 14.6% and a WBE utilization of 12.5%.

The project is being funded with a \$1,155,750.00 in Bond Financed Capital. A Certificate of Funds, Tabulation of Bids, HRC recommendation letter and the proposal from the firm recommended for award are attached.

Signatures/Approval

Division _____
[Signature]
Department _____
[Signature]
City Manager

Approved by City Commission

Clerk _____
Date _____

PROJECT: US CBP AND GAF PROCESSING RENOVATION DIA (15% MBE & 5% WBE) Cost Estimate: \$1,301,642.15

BID OPENING: JULY 14, 2016

ESTIMATED COMPLETION DATE: 270 Calendar Days

	CONTRACTOR	BASE BID	ALTERNATE #1(Contingency)	ALTERNATE #A-2 (LANDSCAPING ALLOWANCE)	ALTERNATE #E-1 (LED LIGHTS)	ALTERNATE #E-2 (REPLACING ROOF)	ALT. #G-1 (RESURFACING PARKING LOT)	ALT. #M-1 (COMPUTER ROOM HVAC UNIT)
1	BECKER CONSTRUCTION	\$999,850.00	\$20,000.00	\$10,000.00	\$19,000.00	\$55,500.00	\$23,400.00	\$28,000.00
2	WISE CONSTRUCTION	\$1,100,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$115,000.00	\$55,000.00	\$20,000.00
3	RL FENDER	\$1,159,449.00	\$20,000.00	\$10,000.00	\$20,476.00	\$50,000.00	\$24,580.00	\$18,070.00
4	AKA CONST.	\$1,220,000.00	\$20,000.00	\$10,000.00	18,500.00	\$79,000.00	\$39,500.00	\$17,000.00

	CONTRACTOR	ESTIMATED COMPLETION 270 CALENDAR DAYS	15% MBE	5% WBE	WAIVER
1	BECKER CONSTRUCTION	270 CALENDAR DAYS	14.6% MBE WAIVER	12.5% WBE	
2	WISE CONSTRUCTION	270 CALENDAR DAYS	100% MBE	3% WBE NO WAIVER	
3	RL FENDER	270 CALENDAR DAYS	15.45% MBE	5% WBE	
4	AKA CONST.	270 CALENDAR DAYS	19.25 MBE	14.94 WBE	



MEMORANDUM

August 26, 2016

TO: Gilbert Turner, Deputy Director
Department of Public Works

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

SUBJECT: **US CBP and GAF Processing Renovations at Dayton International
Airport (15% MBE & 5% WBE)**

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

	PERCENTAGE OF PARTICIPATION
1. Becker Construction, Inc	
A. MINORITY BUSINESS ENTERPRISE	
Journey Steel, Inc	.4%
Cardinal Diversity Group, Inc	13.9%
Multivista Construction Documentation	.3%
B. WOMEN BUSINESS ENTERPRISE	
Journey Steel, Inc	.4%
Vaughn Interiors Concepts	1.0%
Combs Interior Specialities, Inc	6.6%
Titan Commercial Flooring	2.1%
Security Fence Group, Inc	2.4%
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
 TOTAL PARTICIPATION	<hr/> 14.6% MBE 12.5% WBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact RoShawn Winburn at 333-1403.

BECKER CONSTRUCTION INC.

General Contractor

August 26, 2016

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

Re: Revised Project Overview
City of Dayton US CPB ad GAF Processing Renovations at
Dayton International Airport

Dear Ms. RoShawn:

Attached is the project overview information of the MBE and WBE subcontractors that we propose to use on this project, per the project requirements.

Please review and let me know if you have any questions.

Thank you,



Brenda S. Lynn

Estimator

Becker Construction, Inc.

BECKER CONSTRUCTION INC.

General Contractor

We propose using the following MBE Subcontractors:

1. **Name of Project** City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. **Name of Subcontractor** Journey Steel Inc.
3. **Address** 7655 Production Drive
Cincinnati, Ohio 45237

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

Division 05 - Metals - Miscellaneous Steel	
Material Cost	\$2,088.00
<u>Labor Cost</u>	<u>\$1,900.00</u>
TOTAL CONTRACT:	\$3,988.00

7. Markup on materials purchased - N/A
8. Trucking Company - N/A

1. **Name of Project** City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. **Name of Subcontractor** Cardinal Diversity Group Inc.
3. **Address** 3622 Salem Avenue
Dayton, Ohio 45406

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

Division 26 & 27 - Electrical & Communications	
Material Cost	\$91,686.00
<u>Labor Cost</u>	<u>\$37,604.00</u>
TOTAL CONTRACT:	\$129,290.00

7. Markup on materials purchased - N/A
8. Trucking Company - N/A



Journey Steel Inc.



Barbara Smith-President
 Thomas Garten-Vice President
 Jason Mullins-Field Operations Manager
 Andy Kling-Engineering/Design
 Daniel Rayford-Documentation Manager
 Syria Watson – Office Administrator

A Certified WBE/MBE/SBE/WOSB/EDGE Company

"...with us the destination is success"

7655 Production Drive
 Cincinnati, Ohio 45237
 (513) 731-2930 office
 (513) 731-2936 fax

July 13, 2016

Re: Dayton Airport – US CBP & GAF Processing Renovation

Sirs,

We quote to furnish and install Miscellaneous Steel per plans for the sum of:
Three Thousand Nine Hundred Eighty Eight Dollars **\$3,988**

Includes:

- Galv Handrail @ Concrete Stair
- Furnish Only (1ea) Lintel
- Tax

Excludes:

- Bond
- Any Steel not shown or sized on drawings
- Shoring & Bracing
- Demo
- Touch-up Painting
- Grout
- Light Gauge Materials
- Cutting and Patching
- Bolts and Anchor Bolts for other Trades

If you have any questions, please do not hesitate to call. We are certified MBE and WBE.

Sincerely,

Journey Steel Inc.

"... with us, the destination is success"

Barb Smith
 President
 bsmith@journeysteel.com





Journey Steel Inc.



Barbara Smith-*President*
 Thomas Garten-*Vice President*
 Jason Mullins-*Field Operations Manager*
 Andy Kling-*Engineering/Design*
 Daniel Rayford-*Project Manager*
 Syria Watson - *Office Administrator*

A Certified WBE/MBE/SBE/WOSB/EDGE Company

" We build and support dreams..."

7655 Production Drive
 Cincinnati, Ohio 45237
 (513) 731-2930 office
 (513) 731-2936 fax

August 22, 2016

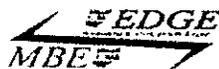
RE: Dayton International Airport - Processing Renovation CBP and GAF

1. **Name of Project:**
Dayton International Airport - Processing Renovation CBP and GAF
2. **Name of Prime Contractor:**
Becker Construction
3. **City and State of Prime Contractor:**
Dayton, Ohio
4. **Project work division area(s) and list the specific segment of work you will perform according to the plans and specifications:**
Division 5 -
 - Miscellaneous Steel
5. **For each segment of the work you will perform:**
 - Unit Cost - \$3,988 per lump sum
 - Total Cost - \$3,988 per lump sum
6. **Cost breakdown for each segment of work you will perform:**
 - Material - \$2,088 per lump sum
 - Labor - \$1,900 per lump sum
7. **Indicate your markup or profit on the materials purchased (not ordinarily in stock) and all specific items that are specialized electrical equipment or any other specialized or sole-source equipment:**
10%
8. **Not Applicable**

Journey Steel Inc.

"We build and support dreams..."

Barb Smith
 President
 bsmith@journeysteel.com





CITY OF DAYTON, OHIO HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 106, Dayton, OH 45402 1417
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Dwayne Johnson
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Gabriella Pickett-Mosier

1	Name of Project	US CTSPEG AF Processing
2	Name of Prime Contractor	Pecker Construction
3	City and State of Prime Contractor	Dayton, Ohio
4	Project work division area(s) to be performed and list the specific segment of work you will perform according to the plans and specifications	Electrical
5	For each segment of the work you will perform	
	Unit Cost	159,290
	Total Cost	129,250
6	Cost breakdown for each segment of work you will perform	
	Material	91,686
	Labor	37,604
7	Indicate your markup or profit on the materials purchased (not ordinarily in stock) and all specific items that are specialized electrical equipment or any other specialized or sole-source equipment.	10%
8	If this is a trucking company, list:	N/A
	Number of trucks	
	Types of truck(s)	
	Describe the work you will perform	
	Type of material	
	Number of hours	

BECKER CONSTRUCTION INC.

General Contractor

We propose using the following WBE subcontractors:

1. **Name of Project** City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. **Name of Subcontractor** Vaughn Interior Concepts
3. **Address** 140 N. Keowee St.
Dayton, Ohio 45402

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

Division 06 - Wood, Plastics & Composites	
064600 Wood Trim	
123300 Plastic Laminate Wood Casework	
Material Cost	\$6,850.00
<u>Labor Cost</u>	<u>\$2,575.00</u>
TOTAL CONTRACT:	\$9,425.00

7. **Markup on materials purchased - N/A**
8. **Trucking Company - N/A**

1. **Name of Project** City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. **Name of Subcontractor** Combs Interior Specialties Inc.
3. **Address** 475 W. Funderburg Road
Fairborn, Ohio 45324

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

072100 Building Insulation, partial	M = 7,000.00	L = 4,300.00
092216 Non-Structural Metal Framing	M = 2,500.00	L = 5,500.00
092900 Gypsum Board	M = 5,340.00	L = 15,300.00
095113 Acoustical Ceilings	M = 7,300.00	L = 10,900.00
095723 Security Ceiling Assemblies	M = 4,500.00	L = 3,310.00
Total Material Cost	\$26,640.00	
<u>Total Labor Cost</u>	<u>\$39,310.00</u>	
TOTAL CONTRACT:	\$65,950.00	

7. **Markup on materials purchased - N/A**
8. **Trucking Company - N/A**



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Gabriella Pickett-Mosier

1	Name of Project	DEA - US - CBP CAF Processing fee
2	Name of Prime Contractor	Becker Const.
3	City and State of Prime Contractor	Dayton, Oh
4	Project work division area(s) to be performed and list the specific segment of work you will perform according to the plans and specifications	06/16/08 - Island Fring 123300 - P-ham and Cosecark
5	For each segment of the work you will perform	
	Unit Cost	N/A
	Total Cost	\$9,425.00
6	Cost breakdown for each segment of work you will perform	
	Material	\$6,250.00
	Labor	\$2,575.00
7	Indicate your markup or profit on the materials purchased (not ordinarily in stock) and all specific items that are specialized electrical equipment or any other specialized or sole-source equipment.	N/A
8	If this is a trucking company, list:	N/A
	Number of trucks	N/A
	Types of truck(s)	N/A
	Describe the work you will perform	N/A
	Type of material	N/A
	Number of hours	N/A



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1	Name of Project	US CBP and GAF Processing
2	Name of Prime Contractor	Becker Construction, Inc
3	City and State of Prime Contractor	Dayton, Ohio
4	Project work division area(s) to be performed and list the specific segment of work you will perform according to the plans and specifications	072100 - partial 092216 - 092900 095113 095723
5	For each segment of the work you will perform	Varies per condition
	Unit Cost	
	Total Cost	\$65,950.00
6	Cost breakdown for each segment of work you will perform	See below
	Material	See below
	Labor	See below
7	Indicate your markup or profit on the materials purchased (not ordinarily in stock) and all specific items that are specialized electrical equipment or any other specialized or sole-source equipment.	10%
8	If this is a trucking company, list:	
	Number of trucks	
	Types of truck(s)	
	Describe the work you will perform	
	Type of material	
	Number of hours	

	<u>M</u>	<u>L</u>	<u>Total</u>
Insulation	7000	4300	11,300.00
Metal Studs	2500	5500	8000
Gypsum Board	5340	15300	20,640
Acoustical Panel Ceiling	7300	10,900	18,200
Security Ceiling Assemblies	4500	3310	7810
	<u>26,640</u>	<u>39,310</u>	<u>65,950</u>

100% WBE Certificate Number 200512867

BECKER CONSTRUCTION INC.

General Contractor

1. Name of Project City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. Name of Subcontractor Titan Commercial Flooring, Inc.
3. Address P.O. Box 277
Clayton, Ohio 45315

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

093013 Ceramic Tile	M = 392.00	L = 597.00
096513 Resilient Base & Accessories	M = 951.00	L = 684.00
096519 Vinyl Enhanced Floor Tile	M = 8,321.00	L = 4,158.00
096813 Tile Carpeting	M = 3,368.00	L = 739.00
Floor Prep	M = 677.00	L = 1,512.00
Total Material Cost	\$13,709.00	
<u>Total Labor Cost</u>	<u>\$7,690.00</u>	
TOTAL CONTRACT:	\$21,399.00	

7. Markup on materials purchased - N/A
8. Trucking Company - N/A

1. Name of Project City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. Name of Subcontractor Security Fence Group, Inc.
3. Address 5848 Poe Ave
Dayton, Ohio 45414

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

323113 Chain Link Fence & Gates		
323114 Vinyl Coated Chain Link Fence & Gates		
Material Cost	\$7,474.00	
Labor Cost	\$14,063.00	
<u>Markup</u>	<u>\$2,788.00</u>	
TOTAL CONTRACT:	\$24,325.00	

7. Markup on materials purchased - N/A
8. Trucking Company - N/A



TITAN

Commercial Flooring Inc.



P.O.Box 277/Clayton/OH 45315

Tel: (937) 540 9087

Attn: City of Dayton, Ohio
Human Relations Council

1. Dayton International Airport – Customs
2. Becker Construction, Inc.
3. Dayton, Ohio
4. Flooring – Carpet Tile, Ceramic, Solid Vinyl Tile, Cove Base and Floor Prep. Materials and Labor

5.	Unit Cost	Total Cost
Carpet Tile	\$4,107.00	
Ceramic	\$ 989.00	
Solid Vinyl Tile	\$12,479.00	
Cove Base	\$1,635.00	
Floor Prep	\$2,189.00	
		\$21,399.00

6. Material Costs	Labor Costs
\$3,368.00 Carpet	\$739.00
\$392.00 Ceramic	\$597.00
\$8,321.00 Solid Vinyl Tile	\$4,158.00
\$951.00 Cove Base	\$684.00
\$677.00 Floor Prep	\$1,512.00

7. 20% markup on materials

8. N/A

Security

FENCE GROUP, INC.
Certified WBE/DBE/EDGE/SBE/EOE

July 13, 2016

To: General Contractors
Attn: Estimators

Ref: Dayton International Airport - U.S. CBP & GAF Processing Renovations

We hereby submit a quote for the following scope of work:

- 1) Install - 44' x 8' high, 9 gauge, 2" mesh, galvanized steel chain link fencing with bottom tension wire and three strands of barbed wire in a 2' x 2' deep trench that gets backfilled with #2 crushed limestone as drawn and specified for AOA Security Fence.
- 2) Install - 1 - 4' x 6' high with three strands of barbed wire, 2" tubular galvanized steel frame, single swing chain link gate. Includes all hardware.
- 3) Install - 1 - 10' x 6' high with three strands of barbed wire, 2" tubular galvanized steel frame, double swing chain link gate. Includes all hardware.
- 4) Install - 58' x 6' high, 9 gauge core, 6 gauge finish, PVC coated chain link fencing with bottom tension wire and three strands of barbed wire around new mechanical enclosure as drawn and specified.
- 5) Install - 1 - 10' x 6' high with three strands of barbed wire, 2" PVC coated tubular steel frame, matching PVC coated double swing gate for access. Includes all hardware.

We Propose to furnish all material and labor, complete in accordance with the above specifications for the sum of: **\$24,325.00**

Price Duration: 60 Days From This Date. Payment to be made as follows: Net 30 Days

Best Regards,

Neil Brown
Sales / Estimator

Responsibility for having underground utilities marked that are not covered by the Ohio Utilities Protection Service (OUPS), obtaining building permits, zoning certificates and property surveys rests solely with the owner.

4260 Dane Ave. / Cincinnati, OH 45223 / Phone (513) 681-3700 / Fax (513) 681-5487
5848 Poe Ave. / Dayton, OH 45414 / Phone (937) 898-7008 / Fax (937) 898-0609

Security

Fence Group, Inc.
Certified D.B.E./E.O.E.

Date: August 22, 2016

- #1 Name of Job: City of Dayton US CBP and GAF Processing Renovations
- #2 Name of Prime Contractor: Wise Construction Company, Inc.
- #3 City & State of Prime Contractor: Dayton, Ohio

#4, 5, 6, 7 & 8 See Breakdown Below

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Mat</u>	<u>Labor</u>	<u>Markup</u>	<u>Cost</u>	<u>Total</u>
	Fencing & Gates	1.00 LUMP	\$7,474.00	\$14,063.00	\$2,788.00	\$24,325.00	\$24,325.00
							\$24,325.00

Thank you, should you have any further questions, please call me at 513-681-3700

Sincerely,

Christine Frankenstein

CEO / President
Security Fence Group, Inc.

Security

Fence Group, Inc.
Certified D.B.E./E.O.E.

Date: August 22, 2016

#1 Name of Job: City of Dayton US CBP and GAF Processing Renovations

#2 Name of Prime Contractor: Becker Construction

#3 City & State of Prime Contractor: Dayton, Ohio

#4, 5, 6, 7 & 8 See Breakdown Below

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Mat</u>	<u>Labor</u>	<u>Markup</u>	<u>Cost</u>	<u>Total</u>
	Fencing & Gates	1.00 LUMP	\$7,474.00	\$14,063.00	\$2,788.00	\$24,325.00	\$24,325.00
							<hr/> \$24,325.00

Thank you, should you have any further questions, please call me at 513-681-3700

Sincerely,

Christine Frankenstein

CEO / President
Security Fence Group, Inc.

BECKER CONSTRUCTION INC.

General Contractor

1. **Name of Project** City of Dayton's US CBP and GAF Processing Renovations at Dayton International Airport
2. **Name of Subcontractor** Multivista Construction Documentation
3. **Address** 1001 Eastwind Dr., Suite 110
Westerville, Ohio 453081

4, 5, 6. Project Work Division Area, Unit Cost, Breakdown

Division 01 - General Conditions -Construction Photo Documentation

Material Cost	N/A
<u>Labor Cost: \$329/trip</u>	<u>\$2,965.00</u>
TOTAL CONTRACT:	\$2,965.00

7. **Markup on materials purchased - N/A**
8. **Trucking Company - N/A**



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 Rev. Daryl Fairchild
 Alex Freeman
 Rev. Dr. Sherry Gale
 Dwayne Johnson
 David Larson
 Gabriella Pickett-Mosier

1	Name of Project	Deborah International ^{Foundation} Airport Station Bldg
2	Name of Prime Contractor	Becker Construction
3	City and State of Prime Contractor	Dayton OHIO
4	Project work division area(s) to be performed and list the specific segment of work you will perform according to the plans and specifications	Construction Photos Documentation
5	For each segment of the work you will perform	
	Unit Cost	Types \$329.00
	Total Cost	\$82705.00
6	Cost breakdown for each segment of work you will perform	
	Material	N/A
	Labor	329.00
7	Indicate your markup or profit on the materials purchased (not ordinarily in stock) and all specific items that are specialized electrical equipment or any other specialized or sole-source equipment.	no materials purchased
8	If this is a trucking company, list:	
	Number of trucks	0
	Types of truck(s)	0
	Describe the work you will perform	Take Photos
	Type of material	Photos
	Number of hours	Do not know

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:

U.S. CBP AND GAF PROCESSING RENOVATION
DAYTON INTERNATIONAL AIRPORT

(15% 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)

U.S. CBP AND GAF PROCESSING RENOVATION
DAYTON INTERNATIONAL AIRPORT
(15% MBE AND 5% WBE PARTICIPATION)

BASE BID

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
1	Base Bid-Construction	1	LUMP	\$999,850. ⁰⁰	\$999,850. ⁰⁰
TOTAL BASE BID \$ 999,850.⁰⁰					

ADD ALTERNATE NO. A-1
CONTINGENCY ALLOWANCE

This alternate is for a "CONTINGENCY" to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this "ALLOWANCE" may vary as determined by the OWNER, but shall not exceed the maximum of **\$20,000.00.**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	\$20,000	\$20,000
TOTAL ADD ALTERNATE NO. A-2					\$20,000

ADD ALTERNATE NO. A-2
LANDSCAPING ALLOWANCE

This alternate is for an allowance for "LANDSCAPING" to be used in the development of a landscape design and provision and installation of that landscaping design, and only used at the direction of the Owner. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this "ALLOWANCE" may vary as determined by the OWNER, but shall not exceed the maximum of **\$10,000.00.**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2	Landscaping Allowance	1	LUMP	\$10,000	\$10,000
TOTAL ADD ALTERNATE NO. A-2					\$10,000

BID FORM (continued)

U.S. CBP AND GAF PROCESSING RENOVATION
DAYTON INTERNATIONAL AIRPORT
(15% MBE AND 5% WBE PARTICIPATION)

ADD ALTERNATE NO. E-1
LED LIGHTS

This alternate is as specified in Specification Section 012300 Alternates:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
E-1	LED Lighting	1	LUMP	\$19,000. ⁰⁰	\$19,000. ⁰⁰

ADD ALTERNATE NO. G-1
REPLACE ROOFING

This alternate is as specified in Specification Section 012300 Alternates:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
G-1	Replace Roofing	1	LUMP	\$55,000. ⁰⁰	\$55,000. ⁰⁰

ADD ALTERNATE NO. G-2
RESURFACE PARKING LOT

This alternate is as specified in Specification Section 012300 Alternates:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
G-2	Resurface Parking Lot	1	LUMP	\$23,400. ⁰⁰	\$23,400. ⁰⁰

ADD ALTERNATE NO. M-1
COMPUTER ROOM HVAC UNIT

This alternate is as specified in Specification Section 012300 Alternates:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
M-1	Computer Rm. HVAC Unit	1	LUMP	\$28,000. ⁰⁰	\$28,000. ⁰⁰

BID FORM (CONTINUED)

**U.S. CBP AND GAF PROCESSING RENOVATION
DAYTON INTERNATIONAL AIRPORT
(15% 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>TOTALS</u>
TOTAL BASE BID	\$ <u>480,850</u>	\$ <u>519,000.⁰⁰</u>	\$ <u>999,850.⁰⁰</u>
TOTAL ADD ALTERNATE NO. A-1 (Contingency)	\$ <u>-0-</u>	\$ <u>20,000</u>	\$ <u>20,000</u>
TOTAL ADD ALTERNATE NO. A-2 (Landscaping Allowance)	\$ <u>-0-</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
TOTAL ADD ALTERNATE NO. E-1 (LED Lights)	\$ <u>10,000.⁰⁰</u>	\$ <u>9,000.⁰⁰</u>	\$ <u>19,000.⁰⁰</u>
TOTAL ADD ^{G1} ALTERNATE NO. E2 (Replacing Roof)	\$ <u>36,500.⁰⁰</u>	\$ <u>19,000.⁰⁰</u>	\$ <u>55,500.⁰⁰</u>
TOTAL ADD ^{G2} ALTERNATE NO. G4 (Resurfacing Parking Lot)	\$ <u>7,000.⁰⁰</u>	\$ <u>16,400.⁰⁰</u>	\$ <u>23,400.⁰⁰</u>
TOTAL ADD ALTERNATE NO. M-1 (Computer Room HVAC Unit)	\$ <u>10,000.⁰⁰</u> 4,000.00 PH	\$ <u>18,000.⁰⁰</u> 18,000.00 PH	\$ <u>28,000.⁰⁰</u> 22,000.00 PH

The time of completion fixed by the City is 270 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

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Becker Construction, Inc.

Ohio

Timothy J. Becker President

525 Gargrave Rd. Dayton, Ohio 45449

Telephone (937) 859-8308

Fax (937) 859-8306

E-mail bci@beckerconstruction.net

Federal I.D.# 31-1334065

Dated this 14th day of July, 2016

Bidder: Becker Construction, Inc.

(Person, Firm, or Corporation)

By:

Title: President

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

See Bid Bond

Cash in the amount of _____
Dollars is attached.

Bidder

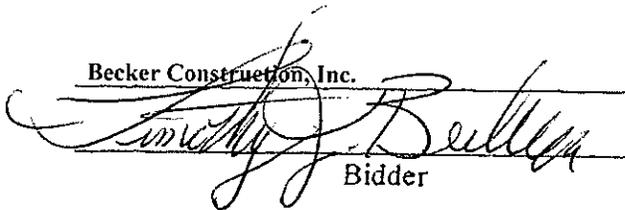
BID BOND

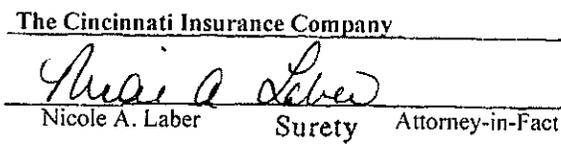
AMOUNT \$ 115,525.⁰⁰

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of One Hundred Fifteen Thousand Five Hundred Twenty Five Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

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

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

Becker Construction, Inc.

Bidder

The Cincinnati Insurance Company

Nicole A. Laber Surety Attorney-in-Fact

Marsh & McLennan Agency LLC
Name of Insurance Agency

P.O. Box 37, Dayton, OH 45401
Address of Insurance Agency

Telephone 937-228-4135 FAX 937-824-3265

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 06/23/2016

Effective 07/01/2016

Expires 06/30/2017

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

CINCINNATI INSURANCE COMPANY, THE

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	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$11,194,176,670, liabilities in the amount of \$6,781,745,197, and surplus of at least \$4,412,431,473.

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





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2015

ASSETS

Cash	\$ 350,245,654
Bonds	5,317,509,438
Stocks	3,847,880,811
Agents Balance Receivable	1,488,420,069
All Other Admitted Assets	190,120,698
TOTAL ADMITTED ASSETS	<u>\$11,194,176,670</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$4,160,506,314
Reserve for Unearned Premiums	2,079,433,143
All Other Liabilities	541,805,740
Capital	\$ 3,586,355
Surplus	4,408,845,118
TOTAL LIABILITIES & EQUITY	<u>4,412,431,473</u> <u>\$11,194,176,670</u>

State of Ohio
County of Butler

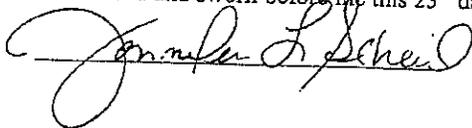
Theresa A. Hoffer, Senior Vice President & Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2015 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer



Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Subscribed and sworn before me this 23rd day of February, 2016.



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Jeffrey A. Lightner; Nicholas J. Bertke; David E. Griffin; Katherine J. Scarberry; Nicole A. Laber; Jennifer L. Salm; Amanda L. Morris; Lisa Dawson-Knight; Debra D. Brummett; Jennifer Eddy; Kathleen M. Bogenschutz; Sam Tuten and/or David G. Eveleigh of Dayton and Columbus, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: its true and lawful Attorney(s)-in-Fact to sign, execute, seal Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Jente

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 7th day of July, 2016



Scott R. Bolter

Secretary

CITY OF DAYTON, OHIO
Department of Public Works

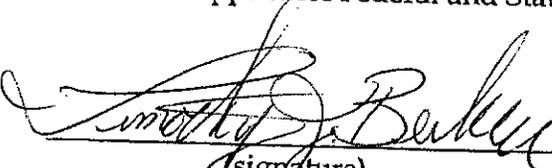
Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Becker Construction, Inc. meets the following Contractor requirements relating
(company)

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

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

By: 
(signature)

Title: President

Date: 7/14/16

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

<u>Health Insurance</u>	_____
<u>Life Insurance</u>	_____
<u>Disability Insurance</u>	_____
<u>Retirement</u>	_____
<u>Vacation</u>	_____
<u>Holiday</u>	_____

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

<u>None</u>	_____
_____	_____

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

<u>Hall Restoration Mid Valley</u>	<u>Condo Interiors</u>
<u>Journey Steel</u>	<u>Liter Flooring</u>
<u>Vaughan Interiors Concept</u>	<u>Ohio Valley Printing</u>
<u>H. C. Becker / Enterprises</u>	<u>Elect Signs</u>
<u>JMB Architectural Products</u>	<u>A I Sprinkler</u>
<u>RS Prostent</u>	<u>Beundal Diversity Group</u>
<u>Wayner Power</u>	<u>Multivista</u>
<u>Society Juice</u>	<u>International Mahan</u>

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.

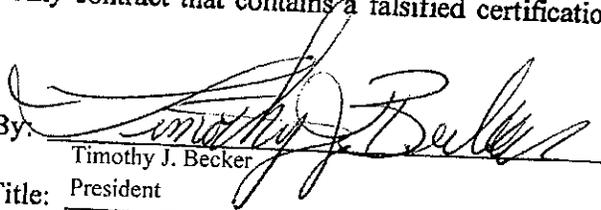
- | | |
|-------------------------------------------------|-------------------------------------|
| <u>Securty Fence Group</u> | <u>Jacobs Services</u> |
| <u>C & L Carpet</u> | <u>Osterfield Champion</u> |
| <u>Titan Commercial Flooring</u> | <u>PL Mechanical</u> |
| <u>Gardner Tobin Inc.</u> | <u>DL Plumbing & Mechanical</u> |
| <u>Kilgore's Heating & Air Conditioning</u> | <u>Schwarz Roofing</u> |
| <u>Miami Valley Masonry</u> | <u>Jostin Concrete</u> |
| <u>Magie Painting</u> | <u>WIW Enterprises</u> |
| <u>Dot It Right Painting</u> | <u>Colby Woodworking</u> |
| <u>Portfolio Painting</u> | <u>Vaughn Interior Concepts</u> |
| <u>Taylor Reconstruction</u> | <u>Gooder Masonry</u> |
| <u>Anthony James Painting</u> | <u>Norwood Hardware</u> |
| <u>Brian Brothers Painting</u> | <u>Combs Interior</u> |
| <u>Metro Painting</u> | <u>M & S Flooring</u> |
| <u>Korrek Plumbing Company</u> | <u>Penguin Painters</u> |
| <u>Oakley Backtop</u> | |

**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:

Timothy J. Becker being duly sworn, deposes and states as follows:

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

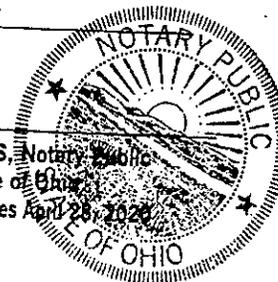
By: 
Timothy J. Becker
Title: President

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Timothy J. Becker
this 14th day of July, 2016.

Pamela Harness

Notary Public PAMELA HARNESS, Notary Public
In and for the State of Ohio
My Commission Expires April 28, 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: US CBP-GAF Processing Renovation Dayton International Airport Vandalia, Ohio
NAME LOCATION

During the performance of this contract:

Becker Construction, Inc. 525 Gargrave Rd. Dayton, OH 45449 (937) 859-8308 , 859-8306
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

- o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

Becker Construction, Inc. (Contractor)
certifies that:

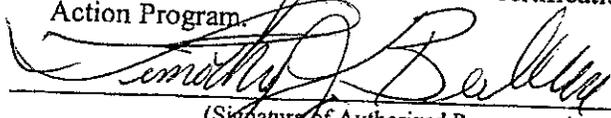
1. The following listed construction trades will be used in performance of this project.

<u>Asbestos Abatement</u>	<u>Glazers</u>
<u>Masonry & Tuckpointing</u>	<u>Flooring Installers</u>
<u>Steel Workers</u>	<u>Painters</u>
<u>Carpenters</u>	<u>Plumbers</u>
<u>Laborers</u>	<u>HVAC Technicians</u>
<u>Roofers</u>	<u>Electrical</u>

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

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

SIGN:



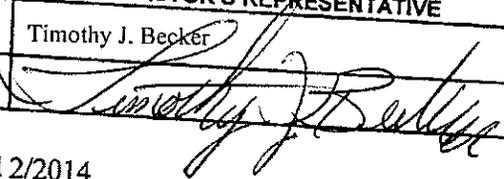
(Signature of Authorized Representative of Bidder)

**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
 DIA US CBP - GAF Processing Renovation

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: Journey Steel, Inc		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F & I Miscellaneous Steel	Miscellaneous Steel
Tax I.D. Number:							
Street Address: 7655 Production Drive							
City/State/ Zip Code: Cincinnati, OH 45237							
Phone (area code/#): 513-781-2930		E-mail: bsmith@journeysteel.com					
731							
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00				Total \$ to subcontract: \$3,988		Total % subcontract: .4	
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name:	Timothy J. Becker			Street Address		525 Gargrave Rd,	
Sign Name:							
				City/State/Zip		Dayton, Ohio 45449	

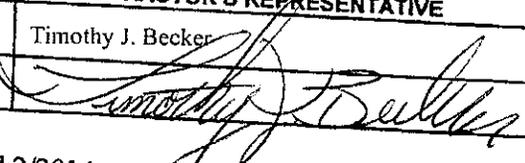
Project Name:

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM
 DIA US CBP - GAF Processing Renovation

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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>Cardinal Diversity Group, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Electric</u>	<u>Electric</u>
Tax I.D. Number:						
Street Address: <u>3622 Salem Ave</u>						
City/State/ Zip Code: <u>Dayton, OH 45406</u>						
Phone (area code/#): <u>937-278-4941</u>	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00 Total \$ to subcontract \$139,240 Total % subcontract: 13.9

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name: <u>Timothy J. Becker</u>		<u>525 Gargrave Rd,</u>	
Sign Name: 			
		City/State/Zip	<u>Dayton, Ohio 45449</u>

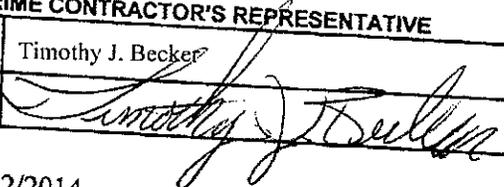
Project Name:

(Circle one: **SBE/MBE/WBE/DLSB/DBE/HUD** Section 3) PARTICIPATION FORM
 DIA US CBP - GAF Processing Renovation

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>Multivista Construction Documentation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Construction Documentation - Photography</u>	<u>General Conditions Work</u>
Tax I.D. Number:						
Street Address:	<u>1001 Eastwind Dr. Suite 110</u>					
City/State/ Zip Code:	<u>Westerville, OH 43081</u>					
Phone (area code/#): <u>614-776-5580</u>	E-mail:	<u>ohio-info@multivista.com</u>				

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.⁰⁰ Total \$ to subcontract \$2,965.00 Total % subcontract: .13

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	<u>Timothy J. Becker</u>	<u>525 Gargrave Rd,</u>	
Sign Name:			
		City/State/Zip	
		<u>Dayton, Ohio 45449</u>	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date July 14, 2016

Project: DIA US CBP - GAF Processing Renovation

Participation Goal (list only one): 15 % MBE

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

Check if completed	Activity Description
	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:	Becker Construction, Inc.

Project Name:

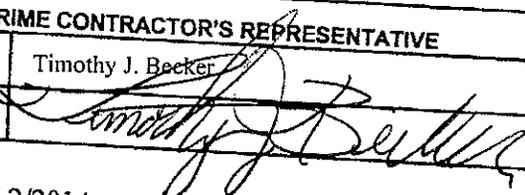
(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM
DIA US CBP - GAF Processing Renovation

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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: Journey Steel, Inc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F&I Miscellaneous Steel	Miscellaneous Steel
Tax I.D. Number:						
Street Address: 7655 Production Dr.						
City/State/ Zip Code: Cincinnati, OH 45237						
Phone (area code/#): 513-731-2930	E-mail: bsmith@journeysteel.com					

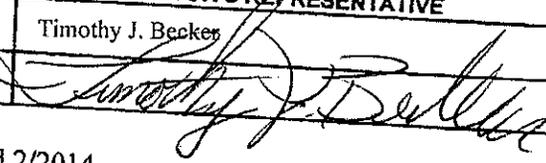
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00 Total \$ to subcontract \$3,988 Total % subcontract .4

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name: Timothy J. Becker		525 Gargrave Rd.
Sign Name:		City/State/Zip: Dayton, Ohio 45449

Project Name:

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM
DIA US CBP - GAF Processing Renovation

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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:		Vaughn Interior Concepts				F&I Casework	Casework
Tax I.D. Number:							
Street Address:		140 N. Keowee St.					
City/State/ Zip Code:		Dayton, OH 45402					
Phone (area code/#):		E-mail:					
937-220-9996		LSvaughn123@me.com					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		999,850.		Total \$ to subcontract		9,425	
						Total % subcontract: 1	
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name:	Timothy J. Becker						
Sign Name:							
Street Address		525 Gargrave Rd.					
City/State/Zip		Dayton, Ohio 45449					

Project Name:

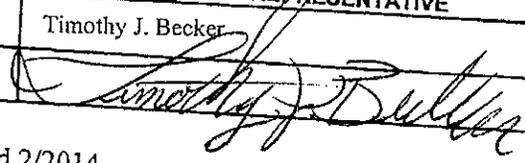
(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM
DIA US CBP - GAF Processing Renovation

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Please Check One

Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	Combs Interior specialties, INC				Drywall & Acoustical Ceilings	Drywall & Acoustical Ceilings
Tax I.D. Number:						
Street Address:	475 W. Funderberg Rd					
City/State/ Zip Code:	Fairborn, OH 45324					
Phone (area code/#):	E-mail:					
937-879-2047	estimating@Combsinterior.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00 Total \$ to subcontract \$65,950 Total % subcontract 6.6

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Timothy J. Becker	525 Gargrave Rd.	
Sign Name:		City/State/Zip	
		Dayton, Ohio 45449	

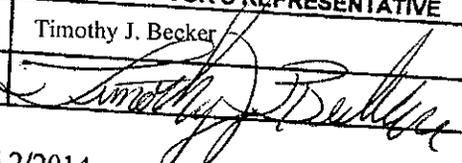
Project Name:

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DIA US CBP - GAT Processing Renovation

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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: Titan Commercial Flooring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F&I Flooring	Flooring
Tax I.D. Number:						
Street Address: PO Box 277						
City/State/ Zip Code: Clayton, OH 45315						
Phone (area code/#): 937-540-9087	E-mail: scott@titanflooring@gmail.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00 Total \$ to subcontract \$21,399 Total % subcontract 2.1

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor Information	
Print Name: Timothy J. Becker		Street Address: 525 Gargrave Rd.	
Sign Name: 		City/State/Zip: Dayton, Ohio 45449	

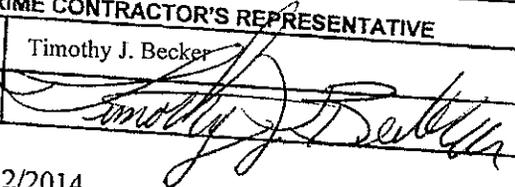
Project Name:

(Circle one: ~~SBE/MBE/WBE~~ DLSB/DBE/ HUD Section 3) PARTICIPATION FORM
 DIA US CBP - GAF Processing Renovation

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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>Security Fence Group, Inc</u> Tax I.D. Number: <u>31-1276340</u> Street Address: <u>5848 Poe Ave</u> City/State/ Zip Code: <u>Dayton, OH 45414</u> Phone (area code/#): <u>937-898-7008</u> E-mail: <u>nbrown@s fence.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>F&I Chain Link Fencing</u>	<u>Chain Link Fencing</u>

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 999,850.00 Total \$ to subcontract \$ 24,325 Total % subcontract: 2.4

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor	
Print Name:	<u>Timothy J. Becker</u>	Street Address	<u>525 Gargrave Rd.</u>
Sign Name:		City/State/Zip	<u>Dayton, Ohio 45449</u>

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date July 14, 2016

Project: DIA US CBP- GAF Processing Renovation

Participation Goal (list only one): 5 % WBE

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

Check if completed	Activity Description
	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:	Becker Construction, Inc.



City Manager's Report

8

From **3420 - Water/Water Engineering**

Date **September 14, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$670,848.00 (thru 9/2019)**

Name **Moody's of Dayton, Inc.**

Address **4359 Infirmiry Rd.
Miamisburg, OH 45342**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Fund	53004-3430-1424-54-WF1609	\$413,000.00
2017 Water Capital Fund	53004-3430-1424-54-WF1609	\$257,848.00

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

Description

**2016 WELL RECONSTRUCTION AND REHABILITATION
(OPEN MARKET)**

The Department of Water requests permission to enter into an Agreement with Moody's of Dayton, Inc., in the amount of \$670,848.00 for the 2016 Well Reconstruction and Rehabilitation project. This amount includes the base bid of \$559,040.00 and Alternate No. 1 - Contingency Allowance for \$111,808.00 (20% of the base bid). This project consists of providing all labor, equipment, materials and other services necessary to either reconstruct or rehabilitate selected water wells for the City of Dayton, Department of Water. Well reconstruction and well rehabilitation work will be done in both the Mad River and Miami River Well Fields.

Two bids were received for this project on July 14, 2016. After evaluation, Moody's of Dayton, Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was \$735,000.00. 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 September 30, 2019.

A Certificate of Funds for the initial encumbrance amount of \$413,000.00, 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 _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT16-1513

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order

Contract Start Date	9/14/2016
Expiration Date	9/30/2019
Original Commission Approval	\$ 670,848.00
Initial Encumbrance	\$ 413,000.00
Remaining Commission Approval	\$ 257,848.00
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$413,000.00 </u> Fund Code <u> 53004 </u> - <u> 3430 </u> - <u> 1424 </u> - <u> 54 </u> - <u> WF1609 </u> - <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> - <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>
Amount: <u> </u> Fund Code <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> - <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> - <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Moody's of Dayton, Inc.

Vendor Address: 4359 Infirmary Rd. Miamisburg, Ohio 45342

Street
City
State
Zipcode + 4

Federal ID: 31-0641203

Commodity Code: 96896

Purpose: Award of Contract for 2016 Well Reconstruction and Rehabilitation

Contact Person: Lisa Burton-Yates Water/Water Engineering 8/31/2016

Department/Division
Date

Originating Department Director's Signature: *[Signature]*

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: *[Signature]* 9/1/16

Date

CF Prepared: *[Signature]*

 9-5-16

Date

 9/1/16 CT16-1513

Date
CF/CT Number

SA 9/1/16
[Signature]

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

2016 Well Reconstruction and
 Rehabilitation (OPEN MARKET)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>July 14, 2016</u>	<u>\$735,000.00</u>	<u>730 Calendar Days</u>

Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
*Moody's of Dayton Inc.	\$670,848.00	\$0.00	\$670,848.00
Layne Christensen	\$1,036,294.00	\$0.00	\$1,036,294.00

*** RECOMMENDED FOR AWARD**

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



MEMORANDUM

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **2016 Well Reconstruction and Rehabilitation (OM)**

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

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

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form

2016 Well Reconstruction
and Rehabilitation
(open market)

Bidder

Moody's of Dayton
4359 Infirmary Rd
Miamishburg OH 45342

BID FORM

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

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

2016 Well Reconstruction and Rehabilitation

(OPEN MARKET)

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
TASK 1 – WELL RECONSTRUCTION					
The quantities for the bid items listed below are approximate averages for Reconstructing one well.					
1-1	Mobilization & Demobilization	1	LUMP	<u>2000.00</u>	<u>2000.00</u>
1-2	Well Screen and Casing Removal, 0-100 feet deep	60	L.F.	<u>1150.00</u>	<u>69,000.00</u>
1-3	Well Screen and Casing Removal, 101-200 feet deep	45	L.F.	<u>10.00</u>	<u>450.00</u>
1-4	Furnishing 26" Well Casing	60	L.F.	<u>150.00</u>	<u>9000.00</u>
1-5	Furnishing 26" Well Screen, includes furnishing the 3" stainless steel screen, the 3" steel pipe and the 4" steel filler pipe, 3" & 4" steel caps. The 3" & 4" steel caps not to be installed.	40	L.F.	<u>300.00</u>	<u>12,000.00</u>
1-6	Drilling & Installing 26" Inner Casing & Screen, includes installing the 3" stainless steel screen, the 3" steel pipe, the gravel pack and the 4" steel filler pipe.	100	L.F.	<u>50.00</u>	<u>5,000.00</u>
1-7	Developing by Surge Block & Pumping 40"x26" Well	80	Hour	<u>210.00</u>	<u>16,800.00</u>
1-8	Test Pumping 40"x26" Well at 2,500 GPM	24	Hour	<u>220.00</u>	<u>5,280.00</u>
1-9	Recovery Time - 2 Hours per Well	2	Hour	<u>100.00</u>	<u>200.00</u>

COST FOR RECONSTRUCTING "AVERAGE" WELL

119,730.00

times (X) 3

SUB-TOTAL COST FOR RECONSTRUCTING 3 "AVERAGE" WELLS

359,190.00

ITEM NO.	<u>DESCRIPTION</u>	EST. <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
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TASK 2 – WELL REHABILITATION

The quantities for the bid items listed below are approximate averages for Rehabilitating one well.

2-1	Mobilization & Demobilization	1	Lump Sum	<u>1000.00</u>	<u>1000.00</u>
2-2	Well Step Drawdown Test, includes Installation of Temporary Pump	2	Each	<u>1500.00</u>	<u>3000.00</u>
2-3	Surging Work	95	Crew Hours	<u>210.00</u>	<u>19,950.00</u>
2-4	Chemical-Inhibited Muriatic Acid	1000	Gallon	<u>4.00</u>	<u>4,000.00</u>
2-5	Chemical-Chlorine	100	Gallon	<u>4.00</u>	<u>400.00</u>
2-6	Chemical-Chlorine Neutralizer	25	Gallon	<u>41.00</u>	<u>100.00</u>
2-7	Wetting Agent/Sequestrant	2	Gallon	<u>50.00</u>	<u>100.00</u>

COST FOR REHABILITATING "AVERAGE" WELL

28,550.00

times (X) 7

SUB-TOTAL COST FOR REHABILITATING 7 "AVERAGE" WELLS

199,850.00

TOTAL BASE BID

(SUB TOTAL OF RECONSTRUCTION OF 3
WELLS + SUBTOTAL FOR
REHABILITATION OF 7 WELLS)

\$ 559,040.00

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This Alternate is for a “CONTINGENCY ALLOWANCE” to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this “CONTINGENCY ALLOWANCE” shall be equal to **Twenty Percent (20%) 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 **Twenty Percent (20%) 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	1	LUMP	<u>111,808.00</u>	<u>111,808.00</u>
TOTAL ALTERNATE NO. 1				\$ <u>111,808.00</u>	

UNIT PRICES FOR POTENTIAL WORK ITEMS (for informational purposes)

The Contractor shall provide unit prices for the work items listed below. These work items are not typical for Well Reconstruction work but may be needed on occasion. These work items shall be performed as directed by the Engineer in the field and shall be paid for out of the Contingency Allowance.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
P-1	Removal of concrete/steel pier, pump base & discharge piping		Each	<u>10,000.00</u>	<u>10,000.00</u>
P-2	Bailing-Sand Removal as Required		Man Hours	<u>210.00</u>	<u>210.00</u>
P-3	Concrete Plug Replacement as Required		Each	<u>500.00</u>	<u>500.00</u>
P-4	Video Inspection		Each	<u>800.00</u>	<u>800.00</u>
P-5	Furnishing 26" Well Casing, 304 Stainless Steel		L.F.	<u>950.00</u>	<u>950.00</u>

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>TOTALS</u>
TOTAL BASE BID	\$ <u>95215.00</u>	\$ <u>463,825.00</u>	\$ <u>559,040.00</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>-0-</u>	\$ <u>111,808.00</u>	\$ <u>111,808.00</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."

<u>NAME</u>	<u>ADDRESS</u>
<u>NONE</u>	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO ✓

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Moody's of Dayton, Inc.

Ohio

John T. Wagner, President

Douglas F. Wagner, Treasurer

4359 Infirmary Rd. Miamisburg OH 45342

4359 Infirmary Rd. Miamisburg OH 45342

Telephone 937-859-4482 Fax 937-859-4522

E-mail jwagner@moodysofdayton.com

Federal I.D.# 31-0641203

Dated this 14 day of July, 2016

Bidder: Moody's of Dayton, Inc.

(Person, Firm, or Corporation)

By: John T. Wagner

John T. Wagner

Title: President

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

AMOUNT \$ 10% of Total Bid Amount X

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Moody's of Dayton, 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, 2016.

X John T. Wagner
Moody's of Dayton, Inc.
4359 Infirmary Road, Miamisburg, Ohio 45342
Bidder

Anne Tierney Anne Tierney
Attorney-in-Fact
Great American Insurance Company
301 East Fourth Street, Cincinnati, Ohio 45202
Surety

USI Insurance

Name of Insurance Agency

312 Elm Street, 24th Floor
Cincinnati, Ohio 45202

Address of Insurance Agency

513 513
Telephone 852-6344 FAX 852-6460

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20694

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF	ALL
THOMAS D. CASSADY	CINCINNATI, OHIO	\$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of July, 2016.



My L C B
Assistant Secretary

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Moody's of Dayton, 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: John T. Wagner
(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 Insurance _____
Paid Holidays _____
Vacation _____
401 K _____
Uniforms _____

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

None _____

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

None _____

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

John T. Wagner being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Moody's of Dayton ("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: John T. Wagner
Title: President

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by John T. Wagner
this 14 day of July, 2016



Amy L. Winningham
Notary Public

**AMY L. WINNINGHAM, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 4, 2016**

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

STATE OF Ohio)
COUNTY OF Montgomery) SS:

John T. Wagner, being first duly sworn deposes and states that:

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

Mondys of Dayton 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.

Amy L. Winningham
NOTARY PUBLIC

AMY L. WINNINGHAM, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 4, 2016



SIGNED John T. Wagner
TITLE President

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: 2016 Well Reconstruction & Rehabilitation Mod/Miami River Wellfield
NAME LOCATION

During the performance of this contract:

Moody's of Dayton Inc. 4359 Infirmity Rd. 937-859-4482/4522
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

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

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

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

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

CONTRACTOR'S CERTIFICATION

Moody's of Dayton, Inc. (Contractor)
certifies that:

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

<u>Operator</u>	
<u>Labores</u>	

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

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

SIGN: John T. Wagner
(Signature of Authorized Representative of Bidder)

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



City Manager's Report

9.

From 6450 - PW/Civil Engineering

Date September 14, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$1,416,245.00 (thru 9/14/2018)

Name Security Fence Group, Inc.

Address 4260 Dane Avenue
Cincinnati, Ohio 45223

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Signal System Upgrade	41462-6450-1424-54	\$1,416,245.00

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

Description

SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION GOAL/100% DBE PARTICIPATION ACHIEVED)
(FEDERAL CMAQ FUNDS)

This project consists of the upgrade/replacement of traffic signal equipment throughout the City of Dayton.

Four bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Security Fence Group, Inc., in the amount of \$1,416,245.00. This amount includes the base bid in the amount of \$1,198,516.00, Alternate No. 1 Siemens in the amount of \$210,504.00, and Alternate No. 2 Controller Cabinets in the amount of \$7,225.00. The estimated cost for the project is \$1,750,000.00. The time bid for completion is May 1, 2017.

This project is being funded using Federal CMAQ Funds.

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

Keith Stuber for Stephen Fale

Department

John S. Clements

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT 16-1514

Completed by User Department

NO DRAFT DOCUMENTS PERMITTED

1,750,000.00 +
1,416,245.00 -

Total:
333,755.00 *

Date	September 14, 2016
Date	September 14, 2018
Approval	\$ 1,416,245.00
Balance	\$ 1,416,245.00
Approval	\$ -
T/CF	\$ -
Balance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

RENEWAL CONTRACT **CHANGE ORDER**

Required Documentation

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

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

Amount: \$ 1,416,245.00 Fund Code 41462 - 6450 - 1424 - 54 - - - <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ - _____ - _____ - _____ - _____ <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code _____ - _____ - _____ - _____ - _____ <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ - _____ - _____ - _____ - _____ <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Security Fence Group, Inc. 937.424.3000

Vendor Address: 4260 Dane Avenue Cincinnati OH 45223
Street City State Zipcode + 4

Federal ID: 31-1276340

Commodity Code: 55082

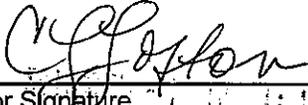
Purpose: Signal System Upgrade (2% DBE Participation) (Federal CMAQ Funds)

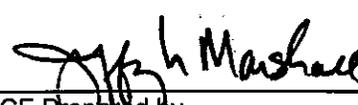
Contact Person: Steve Finke, Deputy Director Public Works/Civil Eng. 333-3839
Department/Division Phone Number

Originating Department Director's Signature:  9/1/16
Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  9-6-16
Date

CF Prepared by:  9/1/16 CT16-1514
Date CF/CT Number



MEMORANDUM

August 25, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Signal System Upgrade (2% DBE)**

The apparent low bidder, Security Fence Group, Inc., submitted a bid utilizing two 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:

RECOMMENDED RANK ORDER

PERCENTAGE OF PARTICIPATION

- | | |
|--------------------------------------|---------|
| 1. Security Fence Group, Inc. | |
| A. MINORITY BUSINESS ENTERPRISE | |
| B. WOMEN BUSINESS ENTERPRISE | |
| C. SMALL BUSINESS ENTERPRISE | |
| D. DAYTON LOCAL SMALL BUSINESS | |
| E. DISADVANTAGED BUSINESS ENTERPRISE | |
| Security Fence Group, Inc. | 100.00% |
| F. HUD SECTION 3 BUSINESS ENTERPRISE | |

TOTAL PARTICIPATION

100.00% DBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact RoShawn Winburn at 333-1403.

Security

FENCE GROUP, INC.
Certified WBE/DBE/EDGE/SBE
An Equal Opportunity Employer

August 18, 2016

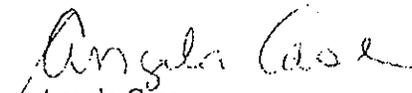
City of Dayton, Ohio
Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402

RE: Subcontractor Verification Request

- #1 2016 MOT Signal System Upgrade – City of Dayton, Ohio
- #2 Security Fence Group, Inc. 4260 Dane Avenue, Cincinnati, OH 45223
Dayton Locations: 1500 Farr Dr. Suite 2, Dayton, Ohio 45404
5848 Poe Avenue, Dayton, Ohio 45414
- #3 Provide new traffic signal control equipment per the contract.
- #4 See attached
- #5 See attached
- #6 N/A
- #7 N/A

Please let me know if there is anything else you may need or have any further questions.

Thank you,


Angela Case
Corporate Secretary
Security Fence Group, Inc.

4260 Dane Ave * Cincinnati, OH 45223 * Phone: (513) 681-3700 * Fax: (513) 681-5487
5848 Poe Ave * Dayton, OH * 45414 * Phone (937) 898-7008 * Fax (937) 898-0609
1500 Farr Dr. #2 * Dayton, OH 45404 * Phone (937) 424-3000 * Fax (937) 424-2999

Dayton - 2016 MOT Signal System Upgrade									
Ref	Description	Material	Labor	Equipment	Markup	Unit Cost	Qty	Total	U of M
Alternative #1 (Siemens)									
1	Maintaining Traffic, APP	\$14,720.00	\$9,936.00	\$2,649.60	\$2,374.40	\$29,680.00	1	\$29,680.00	LS
2	Signalization, Misc: UPS Fdn Retrofit, APP	\$243.80	\$552.00	\$147.20	\$82.00	\$1,025.00	65	\$66,625.00	EA
3	Controller, Misc: Malfunction Management Unit, Furnish Only, APP	\$604.44	\$0.00	\$0.00	\$52.56	\$657.00	171	\$112,347.00	EA
4	Controller, Misc: Central System Software Upgrade, APP (Siemens)	\$0.92	\$0.00	\$0.00	\$0.08	\$1.00	1	\$1.00	EA
5	Controller Misc: Network Management Software Upgrade, APP	\$7,921.20	\$0.00	\$0.00	\$688.80	\$8,610.00	1	\$8,610.00	EA
6	Controller Misc: Signal Optimization Software, APP	\$11,147.64	\$0.00	\$0.00	\$969.36	\$12,117.00	1	\$12,117.00	EA
7	Controller Unit, Ty TS2/A1, Furnish Only, APP (Siemens)	\$1,729.60	\$0.00	\$0.00	\$150.40	\$1,880.00	179	\$336,520.00	EA
8	Uninterruptible Power Supply (UPS), 1100VA, APP	\$3,346.96	\$414.00	\$110.40	\$336.64	\$4,208.00	79	\$332,432.00	EA
9	Controller Unit, Ty TS2/A1, w/Cabinet, TS-2, Furnish Only, APP (Siemens)	\$10,548.72	\$0.00	\$0.00	\$917.28	\$11,466.00	24	\$275,184.00	EA
10	Contingency	\$0.00	\$0.00	\$23,000.00	\$2,000.00	\$25,000.00	1	\$25,000.00	LS
								\$1,198,516.00	
Add Alt No.1 for Base Bid Alternative #1 (Siemens)									
AA1-1	Controllers Misc: Lot of 112 Controller Units, Ty TS2/A2, Furnish Only (Siemens)	\$193,663.68			\$16,840.32	\$210,504.00	1	\$210,504.00	LS
								\$210,504.00	
Alternative #2 (Econolite)									
11	Maintaining Traffic, APP	\$14,720.00	\$9,936.00	\$2,649.60	\$2,374.40	\$29,680.00	1	\$29,680.00	LS
12	Signalization, Misc: UPS Fdn Retrofit, APP	\$243.80	\$552.00	\$147.20	\$82.00	\$1,025.00	65	\$66,625.00	EA
13	Controller, Misc: Malfunction Management Unit, Furnish Only, APP	\$739.68	\$0.00	\$0.00	\$64.32	\$804.00	171	\$137,484.00	EA
14	Controller, Misc: Central System Software Upgrade, APP (Econolite)	\$72,450.00	\$0.00	\$0.00	\$6,300.00	\$78,750.00	1	\$78,750.00	EA
15	Controller Misc: Network Management Software Upgrade, APP	\$9,607.56	\$0.00	\$0.00	\$835.44	\$10,443.00	1	\$10,443.00	EA
16	Controller Misc: Signal Optimization Software, APP	\$7,836.56	\$0.00	\$0.00	\$681.44	\$8,518.00	1	\$8,518.00	EA
17	Controller Unit, Ty TS2/A1, Furnish Only, APP (Econolite)	\$1,545.60	\$0.00	\$0.00	\$134.40	\$1,680.00	179	\$300,720.00	EA
18	Uninterruptible Power Supply (UPS), 1100VA, APP	\$3,477.60	\$414.00	\$110.40	\$348.00	\$4,350.00	79	\$343,650.00	EA
19	Controller Unit, Ty TS2/A1, w/Cabinet, TS-2, Furnish Only, APP (Econolite)	\$8,694.00	\$0.00	\$0.00	\$756.00	\$9,450.00	24	\$226,800.00	EA
20	Contingency	\$0.00	\$0.00	\$23,000.00	\$2,000.00	\$25,000.00	1	\$25,000.00	LS
								\$1,227,670.00	

Dayton - 2016 MOT Signal System Upgrade									
Ref	Description	Material	Labor	Equipment	Markup	Unit Cost	Qty	Total	U of M
	Add Alt No.1 for Base Bid Alternative #2 (Econolite)								
AA1-2	Controllers Misc: Lot of 112 Controller Units, Ty TS2/A2, Furnish Only (Econolight)	\$173,107.20			\$15,052.80	\$188,160.00	1	\$188,160.00	LS
								\$188,160.00	
	Alternative #3 (Intelight)								
21	Maintaining Traffic, APP	\$14,720.00	\$9,936.00	\$2,649.60	\$2,374.40	\$29,680.00	1	\$29,680.00	LS
22	Signalization, Misc: UPS Fdn Retrofit, APP	\$243.80	\$552.00	\$147.20	\$82.00	\$1,025.00	65	\$66,625.00	EA
23	Controller, Misc: Malfunction Management Unit, Furnish Only, APP	\$676.20	\$0.00	\$0.00	\$58.80	\$735.00	171	\$125,685.00	EA
24	Controller, Misc: Central System Software Upgrade, APP (Intelight)	\$45,402.00	\$0.00	\$0.00	\$3,948.00	\$49,350.00	1	\$49,350.00	EA
25	Controller Misc: Network Management Software Upgrade, APP	\$8,549.56	\$0.00	\$0.00	\$743.44	\$9,293.00	1	\$9,293.00	EA
26	Controller Misc: Signal Optimization Software, APP	\$7,824.60	\$0.00	\$0.00	\$680.40	\$8,505.00	1	\$8,505.00	EA
27	Controller Unit, Ty TS2/A1, Furnish Only, APP (Intelight)	\$1,642.20	\$0.00	\$0.00	\$142.80	\$1,785.00	179	\$319,515.00	EA
28	Uninterruptible Power Supply (UPS), 1100VA, APP	\$3,395.72	\$414.00	\$110.40	\$340.88	\$4,261.00	79	\$336,619.00	EA
29	Controller Unit, Ty TS2/A1, w/Cabinet, TS-2, Furnish Only, APP (Intelight)	\$8,211.00	\$0.00	\$0.00	\$714.00	\$8,925.00	24	\$214,200.00	EA
30	Contingency	\$0.00	\$0.00	\$23,000.00	\$0.00	\$23,000.00	1	\$23,000.00	LS
								\$1,182,472.00	
	Add Alt No.1 for Base Bid Alternative #3 (Intelight)								
AA1-3	Controllers Misc: Lot of 112 Controller Units, Ty TS2/A2, Furnish Only (Intelight)	\$210,588.00			\$18,312.00	\$228,900.00	1	\$228,900.00	LS
								\$228,900.00	
	Additive Alternate No. 2								
AA2	Controller Misc: Type TS2/A2, w/Cabinet, TS-2, Install Only, APP	\$455.40	\$690.00	\$184.00	\$115.60	\$1,445.00	5	\$7,225.00	EA
								\$7,225.00	

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

City of Dayton
Signal System Upgrade

Bidder

Security Fence Group
4260 Dine Ave.
Cincinnati, OH 45223

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 form, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

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

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAO FUNDS)

Alternative #1 (Siemens)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
614	Maintaining Traffic, As Per Plan	1	LUMP	<u>29,680.00</u>	<u>29,680.00</u>
632	Signalization, Misc.: Uninterruptible Power Supply Foundation Retrofit, As Per Plan	65	EACH	<u>1,025.00</u>	<u>66,625.00</u>
633	Controller, Misc.: Malfunction Management Unit, Furnish Only, As Per Plan	171	EACH	<u>657.00</u>	<u>112,347.00</u>
633	Controllers, Misc.: Central System Software Upgrade, As Per Plan (Siemens)	1	EACH	<u>1.00</u>	<u>1.00</u>
633	Controllers, Misc.: Network Management Software Upgrade, As Per Plan	1	EACH	<u>8,610.00</u>	<u>8,610.00</u>
633	Controllers, Misc.: Signal Optimization Software, As Per Plan	1	EACH	<u>12,117.00</u>	<u>12,117.00</u>
633	Controller Unit, Type TS2/A1, Furnish Only, As Per Plan (Siemens)	179	EACH	<u>1,880.00</u>	<u>336,520.00</u>
633	Uninterruptible Power Supply, (UPS), 1100 VA, As Per Plan	79	EACH	<u>4,208.00</u>	<u>332,432.00</u>
633	Controller Unit Type TS2/A1, with Cabinet, TS-2, Furnish Only, As Per Plan (Siemens)	24	EACH	<u>11,466.00</u>	<u>275,184.00</u>
	Contingency	1	Lump	<u>\$25,000.00</u>	<u>\$25,000.00</u>

ALTERNATIVE #1 (Siemens) TOTAL BASE BID \$ 1,198,516.00

Revised per Addendum No. 3

July 13, 2016

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #1 (Siemens)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
633	Controllers, Misc.: Lot of 112 Controller Units, Type TS2/A2, Furnish Only (Siemens)	1	Lump	<u>210,504.00</u>	<u>210,504.00</u>

TOTAL ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #1
(Siemens) \$ 210,504.00

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

Alternative #2 (Econolite)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
614	Maintaining Traffic, As Per Plan	1	LUMP	<u>29,680.00</u>	<u>29,680.00</u>
632	Signalization, Misc.: Uninterruptible Power Supply Foundation Retrofit, As Per Plan	65	EACH	<u>1,025.00</u>	<u>66,625.00</u>
633	Controller, Misc.: Malfunction Management Unit, Furnish Only, As Per Plan	171	EACH	<u>804.00</u>	<u>137,484.00</u>
633	Controllers, Misc.: Central System Software Upgrade, As Per Plan (Econolite)	1	EACH	<u>78,750.00</u>	<u>78,750.00</u>
633	Controllers, Misc.: Network Management Software Upgrade, As Per Plan	1	EACH	<u>10,443.00</u>	<u>10,443.00</u>
633	Controllers, Misc.: Signal Optimization Software, As Per Plan	1	EACH	<u>8,518.00</u>	<u>8,518.00</u>
633	Controller Unit, Type TS2/A1, Furnish Only, As Per Plan (Econolite)	179	EACH	<u>1,680.00</u>	<u>300,720.00</u>
633	Uninterruptible Power Supply, (UPS), 1100 VA, As Per Plan	79	EACH	<u>4,350.00</u>	<u>343,650.00</u>
633	Controller Unit Type TS2/A1, with Cabinet, TS-2, Furnish Only, As Per Plan (Econolite)	24	EACH	<u>9,450.00</u>	<u>226,800.00</u>
	Contingency	1	Lump	<u>\$25,000.00</u>	<u>\$25,000.00</u>

ALTERNATIVE #2 (Econolite) TOTAL BASE BID \$ 1,227,670.00

Revised per Addendum No. 3

July 15, 2016

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #2 (Econolite)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
633	Controllers, Misc.: Lot of 112 Controller Units, Type TS2/A2, Furnish Only (Econolite)	1	Lump	<u>188,160.00</u>	<u>188,160.00</u>

TOTAL ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #2
(Econolite) \$ 188,160.00

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

Alternative #3 (Intelight)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
614	Maintaining Traffic, As Per Plan	1	LUMP	<u>29,680.00</u>	<u>29,680.00</u>
632	Signalization, Misc.: Uninterruptible Power Supply Foundation Retrofit, As Per Plan	65	EACH	<u>1,025.00</u>	<u>66,625.00</u>
633	Controller, Misc.: Malfunction Management Unit, Furnish Only, As Per Plan	171	EACH	<u>735.00</u>	<u>125,685.00</u>
633	Controllers, Misc.: Central System Software Upgrade, As Per Plan (Intelight)	1	EACH	<u>49,350.00</u>	<u>49,350.00</u>
633	Controllers, Misc.: Network Management Software Upgrade, As Per Plan	1	EACH	<u>9,293.00</u>	<u>9,293.00</u>
633	Controllers, Misc.: Signal Optimization Software, As Per Plan	1	EACH	<u>8,505.00</u>	<u>8,505.00</u>
633	Controller Unit, Type TS2/A1, Furnish Only, As Per Plan (Intelight)	179	EACH	<u>1,785.00</u>	<u>319,515.00</u>
633	Uninterruptible Power Supply, (UPS), 1100 VA, As Per Plan	79	EACH	<u>4,261.00</u>	<u>336,619.00</u>
633	Controller Unit Type TS2/A1, with Cabinet, TS-2, Furnish Only, As Per Plan (Intelight)	24	EACH	<u>8,925.00</u>	<u>214,200.00</u>
	Contingency	1	Lump	<u>\$25,000.00</u>	<u>\$25,000.00</u>

ALTERNATIVE #3 (Intelight) TOTAL BASE BID \$ 1,184,472.00

Revised per Addendum No. 3
 July 15, 2016

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAO FUNDS)

ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #3 (Intelight)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
633	Controllers, Misc.: Lot of 112 Controller Units, Type TS2/A2, Furnish Only (Intelight)	1	Lump	<u>228,900.00</u>	<u>228,900.00</u>

TOTAL ADDITIVE ALTERNATE NO. 1 FOR BASE BID ALTERNATIVE #3
(Intelight) \$ 228,900.00

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAO FUNDS)

ADDITIVE ALTERNATE NO. 2

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
633	Controller, Misc.: Type TS2/A2, with cabinet, Type TS-2, Install Only, As Per Plan	5	Each	<u>1445.00</u>	<u>\$ 7,225.00</u>
TOTAL ADDITIVE ALTERNATE NO. 2 \$					<u>7,225.00</u>

BID FORM**MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL</u>
TOTAL BASE BID ALTERNATIVE #1 (Siemens)	\$ <u>1,065,406.00</u>	\$ <u>133,110.00</u>	\$ <u>1,198,516.00</u>
TOTAL ADDITIVE ALTERNATE #1 FOR BASE BID ALTERNATIVE #1 (Lot of 112 Siemens Controllers)	\$ <u>210,504.00</u>	\$ <u>Ø</u>	\$ <u>210,504.00</u>
TOTAL BASE BID ALTERNATIVE #2 (Econolite)	\$ <u>1,094,560.00</u>	\$ <u>133,110.00</u>	\$ <u>1,227,670.00</u>
TOTAL ADDITIVE ALTERNATE #1 FOR BASE BID ALTERNATIVE #2 (Lot of 112 Econolite Controllers)	\$ <u>188,160.00</u>	\$ <u>Ø</u>	\$ <u>188,160.00</u>
TOTAL BASE BID ALTERNATIVE #3 (Intelight)	\$ <u>1,051,362.00</u>	\$ <u>133,110.00</u>	\$ <u>1,184,472.00</u>

Revised per Addendum No. 3

July 15, 2016

BID FORM

MOT SIGNAL SYSTEM UPGRADE
(2% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

TOTAL ADDITIVE
ALTERNATE #1 FOR
BASE BID
ALTERNATIVE #3
(Lot of 112 Intelight
Controllers)

\$ 228,900.00 \$ Ø \$ 228,900.00

TOTAL ADDITIVE
ALTERNATE #2
(Install Controller
Cabinets)

\$ 2,475.00 \$ 4,750.00 \$ 7,225.00

The time of completion fixed by the City is May 1, 2017.

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 Proposal."

NAME

ADDRESS

Revised per Addendum No. 3

July 15, 2016

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

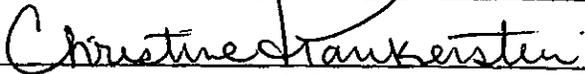
BID BOND

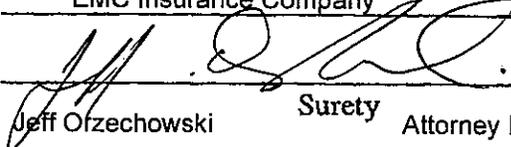
Amount \$ 10% of Contractor's Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio and ODOT shall be named as a beneficiary in the sum of 10% of Contractor's 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 form attached hereto is accepted and the Contract award to the bidder, Security Fence Group, Inc. named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 11th day of July, 20 16.

Security Fence Group, Inc.

Christine Frankenstein Bidder CEO

EMC Insurance Company

Jeff Orzechowski Surety Attorney In Fact

Ralph E. Wade Insurance Agency, Inc.
Name of Insurance Agency
620 N. Main Street, Springboro, OH 45066
Address of Insurance Agency

Telephone 937-748-2651 FAX 937-748-2900



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. B61860

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: ED WADE, JOE ANDERSON, CANDY M. ROLPH, SANDRA K. NEWKIRK, DEBBIE HARRIS, CYNTHIA MCKINNEY, RAY BUESCHER, TODD WHITNEY, JEFF ORZECOWSKI

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

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

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

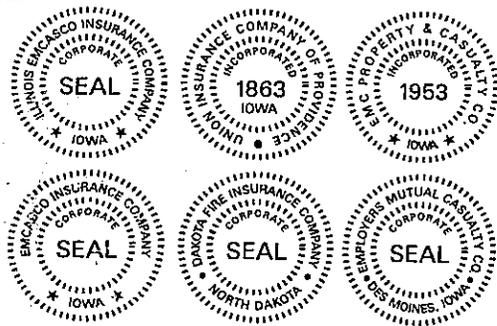
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 10th day of JUNE, 2016.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil
Michael Freil
Assistant Vice President

On this 10th day of JUNE AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.



KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JUNE 10, 2016 on behalf of: ED WADE, JOE ANDERSON, CANDY M. ROLPH, SANDRA K. NEWKIRK, DEBBIE HARRIS, CYNTHIA MCKINNEY, RAY BUESCHER, TODD WHITNEY, JEFF ORZECOWSKI

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of July, 2016.

J D Clough Vice President

EMPLOYERS MUTUAL CASUALTY COMPANY
717 MULBERRY STREET, DES MOINES, IOWA 50309
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS
AT DECEMBER 31, 2015

ASSETS

Bonds	\$	928,780,501
Preferred Stocks		76,911,923
Common Stocks		936,886,234
Real Estate		105,901,543
Cash, Cash Equivalents and Short Term Investments		72,406,689
Other Invested Assets		77,175,665
Investment Income Due and Accrued		10,318,354
Premiums and Considerations		504,912,922
Reinsurance		63,987,742
Current Federal Income Tax Recoverable		8,884,473
Net Deferred Tax Asset		9,248,495
Other Assets		95,147,975
TOTAL ASSETS	\$	2,890,562,516

LIABILITIES & SURPLUS

Losses	\$	770,408,650
Reinsurance Payable on Paid Loss & Loss Adjustment Expenses		25,048,122
Loss Adjustment Expenses		219,253,452
Contingent Commissions		20,554,325
Other Expenses (Excluding Taxes, Licenses and Fees)		38,415,120
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		9,410,661
Current Federal Income Tax Payable		-
Unearned Premiums		426,472,006
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)		62,722,597
Other Liabilities		41,989,266
TOTAL LIABILITIES		1,614,274,199
Unassigned Funds (Surplus)		<u>1,276,288,317</u>
Surplus as Regards Policyholders		<u>1,276,288,317</u>
TOTAL LIABILITIES & SURPLUS	\$	2,890,562,516

I, Larry Hamling, Vice President and Director of Financial Reporting of EMPLOYERS MUTUAL CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities and Surplus of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Iowa.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of March, 2016.

EMPLOYERS MUTUAL CASUALTY COMPANY

Larry Hamling

 Larry Hamling
 Vice President and Director of Financial Reporting



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

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 04/05/2016

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

EMPLOYERS MUTUAL CASUALTY COMPANY

of Iowa 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	Multiple Peril - Homeowners
Allied Lines	Ocean Marine
Boiler & Machinery	Other Liability
Burglary & Theft	Private Passenger Auto - Liability
Commercial Auto - Liability	Private Passenger Auto - No Fault
Commercial Auto - No Fault	Private Passenger Auto - Physical Damage
Commercial Auto - Physical Damage	Surety
Credit	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

EMPLOYERS MUTUAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,890,562,516, liabilities in the amount of \$1,614,274,199, and surplus of at least \$1,276,288,317.

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



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

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 04/05/2016

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

HAMILTON MUTUAL INSURANCE COMPANY

of Iowa 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)

Allied Lines

Surety

Boiler & Machinery

Workers Compensation

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Earthquake

Fidelity

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

HAMILTON MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$82,976,638, liabilities in the amount of \$49,036,569, and surplus of at least \$33,940,069.

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 2)

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

Ordinances, I, Christine Frankenstein hereby certify that Security
(print name – an Officer of the company)

Fence Group, Inc. meets the following Contractor requirements relating
(company)

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

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

By: Christine Frankenstein
(signature)

Title: CEO/President

Date: July 12, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

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

See attached

- 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.

See attached

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

N/A



May 1, 2016

Security Fence Group, Inc. is a Union Company. We contribute to the Fringe Benefit funds listed below:

May 2016-April 2017

Ohio Laborers' Fringe
P. O. Box 71-1883
Columbus, Ohio 43271
(800) 236-6437

	Hourly Rate
OLDC-OCA INSURANCE FUNDS	\$6.70
LDC & C PENSION FUND	\$3.20
TRAINING & UPGRADE	\$0.40
OCA DUES	\$0.14
LECET	\$0.10
LIUNA-TRI FUNDS	\$0.05

Ohio Operating Engineers
1180 Dublin Rd.
PO BOX 12009
Columbus, Ohio 43212

H & W	\$7.66
PENSION	\$6.00
APP & TRAIN	\$0.75
ED & SAFETY	\$0.09
OCA DUES-HH	\$0.14
OCIA	\$0.05

Should you have any questions, please contact me @ (513) 681-3700.

Thank you,

Angela Case

Angela Case
Corporate Secretary
Security Fence Group, Inc.

Ohio | Department of Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

September 24, 2013

Christine Frankenstein, CEO
Security Fence Group, Inc
4260 Dane Ave
Cincinnati, OH 45223

Ms. Frankenstein:

Pursuant to §320-5 of the City of Cincinnati's Ordinance 282-2012, please accept this correspondence as evidence that the Operating Engineers JATC (OH013780007) - Local 18 of the Union of Operating Engineers and Construction Craft Laborer (RAPIDS # OH008060010) - Local 265 of the Laborers' District Council of Ohio Laborers' International Union of North America are Registered Apprenticeship programs recognized by the State of Ohio and the U.S. Department of Labor's Office of Apprenticeship under the guidelines of the Fitzgerald Act of 1937 (50 Stat. 664; U.S.C. 50), 29 code of federal regulation parts 29 and 30, as well as Ohio Administrative Code 5101:11. However, this document does not certify any relationship your company has with the above mentioned registered apprenticeship sponsor.

Furthermore, the above mentioned registered apprenticeship programs have successfully completed apprentices annually in the previous five year period.

If you have additional questions or concerns please feel free to contact me directly.

Respectfully,



Andrew Maciejewski, Executive Director
Ohio State Apprenticeship Council

Office of Workforce Development,
Ohio State Apprenticeship Council
P.O. Box 1618
4020 East Fifth Avenue
Columbus, OH 43216-1618

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

STATE OF Ohio)
COUNTY OF Hamilton) SS:

Christine Frankenstein being first duly sworn deposes and states that:

(1) He/she is CEO/President of
(owner, partner, officer, representative, or agent)
Security Fence Group, 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.

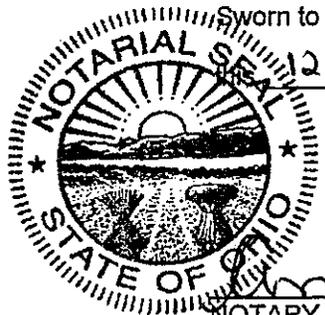
(3) Such offering is genuine and is not a collusive or sham offering

(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

day of July, 2016



Angela Case
NOTARY PUBLIC
ANGELA CASE
Notary Public, State of Ohio
My Commission Expires 06-14-2019

Christine Frankenstein
SIGNED
CEO/President
TITLE

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

STATE OF OHIO,
COUNTY OF Hamilton, ss:

Christine Frankenstein being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Security Fence Group, 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: Christine Frankenstein

Title: CEO/President

Sworn to before me and subscribe in my presence by Christine Frankenstein
this 12 day of July, 2016

ANGELA CASE
Notary Public, State of Ohio
My Commission Expires 06-14-2019

Angela Case
Notary Public

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Signal System Upgrade City of Dayton
NAME LOCATION

During the performance of this contract:

Security Fence Group, Inc. 4260 Dane Ave Cinti, OH 513-681-3700/513-681-5487
CONTRACTOR ADDRESS 45223 TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/76 to Present	10.6% - 11.8%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

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

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

2. **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:
 - a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
 - b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.
 - c) The contractor shall promptly notify the Dayton Human Relations Council when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the SMSA during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton SMSA.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

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

CONTRACTOR'S CERTIFICATION

Security Fence Group, Inc. 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 the Bid Condition. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Clark) subject to this Bid Condition; and

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

SIGN:

Christine Hansenstein
(Signature of Authorized Representative of Bidder)

**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 DL S B O B E / HUD Section 3) PARTICIPATION FORM

Signal System Upgrade

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:	<u>Security Fence Group, Inc</u>					
Tax I.D. Number:	<u>31-1276340</u>					
Street Address:	<u>4260 Dane Ave</u>					
	<u>Cincinnati, OH 45223</u>					
City/State/ Zip Code:						
Phone (area code/#):	<u>513-681-3700</u>					
E-mail:	<u>cfrankenstein@sfence.com</u>					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 1,198,516.00

Total \$ to subcontract 1,198,516.00

Total % subcontract: 100

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	<u>Christine Frankenstein</u>
Sign Name:	<u>Christine Frankenstein</u>

Street Address	<u>4260 Dane Avenue</u>
City/State/Zip	<u>Cincinnati, Ohio 45223</u>



City Manager's Report

10

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

Date **September 14, 2016**

Expense Type **Contract Modification**

Total Amount **\$70,992.00 Through 9-30-17**

Supplier, Vendor, Company, Individual

Name **U.S. Department of Homeland Security**
Address **Transportation Security Administration**
601 S. 12th Street
Arlington, VA 20598-6025

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3212-23311-43	\$70,992.00

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

Description

Modification of Other Transaction Agreement with the Department of Homeland Security

The Department of Aviation requests permission to modify the Other Transaction Agreement ("OTA") with the Department of Homeland Security, Transportation Security Administration ("TSA") that was approved by the Dayton City Commission on September 2, 2015. The OTA covers the TSA's use of utilities and janitorial services at the security checkpoints to conduct baggage and passenger screening at the Dayton International Airport. The initial term for the OTA was for one year that commenced on October 1, 2015 and will terminate on September 30, 2016. The OTA provides for automatic one-year renewals with no end date. These one-year renewals will provide annual adjustments for the cost of services by extending the period of performance and obligating additional federal funds for reimbursement.

This renewal term will extend the OTA from October 1, 2016 through September 30, 2017. TSA will pay the City \$19,483.32 per year for utility reimbursement and \$51,508.68 per year for janitorial services, for a total of \$70,992.00 per year.

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

Certificates of Revenue are attached.

Signatures/Approval

Approved by City Commission

Division

Clerk

Department

Date

City Manager

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name U.S. Dept. of Homeland Security/Transportation Security Admin.

Address TSA Commercial Invoices, USCG Finance Center
P.O. Box 4111

City Chesapeake State VA Zip+4 23327 - 4111

Customer # _____ Address Location # _____

Federal ID# 80-0038533

Revenue Information: Fund 51000 Organization 3212 Revenue 23311 Program 43

Contract Information: Contract Start Date 10/1/2015 Contract Expiration Date TBD

Billing Information: Rate: \$1,623.61 Arrears X Pre-bill _____

Monthly (1st month of billing) October

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

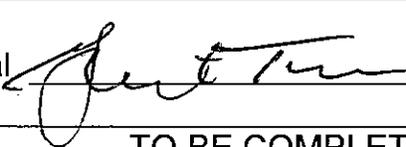
Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date 10/1/2017 Rate Change Amount TBD

Description of Services (wording on invoice): _____

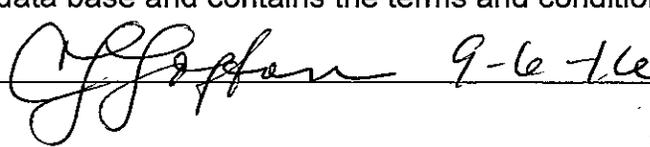
M & O Charges (Utilities for checkpoint and baggage screening operations)

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-0718-1 Auditor  Date 9/6/16

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

Director of Finance  9-6-16



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER:		REQUISITION NUMBER:	
HSTS01-15-H-CKP044 Modification Number: P00001		21-16-206RES937	
ISSUED TO:		ISSUED BY:	
City of Dayton Department of Aviation Dayton International Airport 3600 Terminal Drive, Suite # 300 Vandalia, OH 45377 Attn: Cynthia M. Long Airport Properties Manager Phone: (937) 454-8201 Email: clong@flydayton.com EIN: 316000175 DUNS: 004478194		Transportation Security Administration Office of Acquisition Human Capital and Finance Division 601 S 12 th Street Arlington, VA 20598-6025 Contract Specialist: Victor Carden Phone: 571-227-4834 Email: Victor.Carden@tsa.dhs.gov	
PROGRAM			
Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas. Period of Performance: October 1, 2016 to September 30, 2017. NAICS: 488119 PSC: S112			
FISCAL DATA			
Accounting Line: See page 2 for Accounting and Appropriation Data Obligated Amount: \$70,992.00			
PURPOSE			
Modification P00001 extends the period of performance of Agreement and obligates funding for the reimbursement of fixed electrical and janitorial costs at the TSA security checkpoint and baggage screening areas at Dayton International Airport (DAY).			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.			
Signature		Contracting Officer's Signature	
Date		Date	
Name		Name	
City Manager, Dayton, Ohio		Isabel Roman-Cogswell, Contracting Officer	
Typed Name and Title		Typed Name and Title	

APPROVED AS TO FORM

AND CORRECTNESS:

[Signature]
City Attorney

SAB BW FJLB

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

_____, 2016

Min./Bk. _ Pg. _____

City of Dayton

1. Purpose

The purpose of Modification P00001 is to:

- Extend the period of performance of this Agreement for 12 months from October 1, 2016 to September 30, 2017.
- Obligate funding for the reimbursement of fixed electrical and janitorial costs for the TSA security checkpoint and baggage area at Dayton International Airport (DAY).

2. Obligated Funding

	Annual Costs	Pro-rated Monthly Costs	# of Months	Obligated Amount
Electrical Costs **	\$19,483.32	\$1,623.61	12	\$19,483.32
Janitorial Costs **	\$51,508.68	\$4,292.39	12	\$51,508.68
Total Amount	\$70,992.00	\$5,916.00		\$70,992.00

** The annual amount has been rounded for invoicing purposes.

3. Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

Purchase Request	Item #	Services	Amount	Accounting Code
2116206RES937	00001	Electrical	\$19,483.32	5AV167A000D2016ADE020GE 000077006400648REM- 5903001110010000-233T-TSA DIRECT-DEF. TASK-D
2116206RES937	00002	Janitorial	\$51,508.68	5AV167A000D2016ADE020GE 000077006400648REM- 5903001110010000-2540-TSA DIRECT-DEF. TASK-D
Total Amount			\$70,992.00	

4. Current Obligated Funding

	Award Date	Obligated Amount
Base OTA Award	9/21/2015	\$70,992.00

5. Total Obligated funding

From: \$70,992.00
 By: \$70,992.00
 To: \$141,984.00

6. Terms and Conditions

All other terms and conditions of Agreement HSTS01-15-H-CKP044 remain unchanged and in full force and effect.

End of Modification P00001

BY **Mr. Shaw**.....

NO. **31516-16**.....

AN ORDINANCE

Authorizing the Disposition of Eight (8) City Lots and the Surrounding Portions of Real Estate, and Declaring an Emergency.

WHEREAS, The City of Dayton has adopted and implemented procedures to facilitate the revitalization of non-productive lands situated within the City; and,

WHEREAS, It has been found that these City Lots are part of the regional flood control system; and,

WHEREAS, Interest in acquiring these City Lots has been expressed by the Miami Conservancy District (MCD), the agency responsible for flood control, for an improvement project; and,

WHEREAS, MCD will improve the levee resulting from the acquisition of the land; 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 ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to convey, on behalf of the City, the land as described in Section 2 hereof to facilitate the levee improvements.

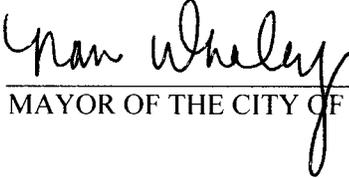
Section 2. That the City Manager is authorized to execute on behalf of the City Quit Claim deeds for the following land as described in Exhibit A:

7037 (partial)	Between Third and Fourth Street and east of Bank Street
7038 (partial)	South of Third Street and west of Bank Street
7039 (partial)	South of Third Street and west of Bank Street
10920	Between Third and Fourth Street and east of Bank Street
10921	Between Third and Fourth Street and east of Bank Street
11585	East of Cedar Avenue (alley) and north of I-75
11586	East of Cedar Avenue (alley) and north of I-75
11587	East of Cedar Avenue (alley) and north of I-75

Section 3. 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 **Sept. 14**, 2016

SIGNED BY THE MAYOR **September 14**, 2016



MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:


Clerk of the Commission

APPROVED AS TO FORM:


City Attorney

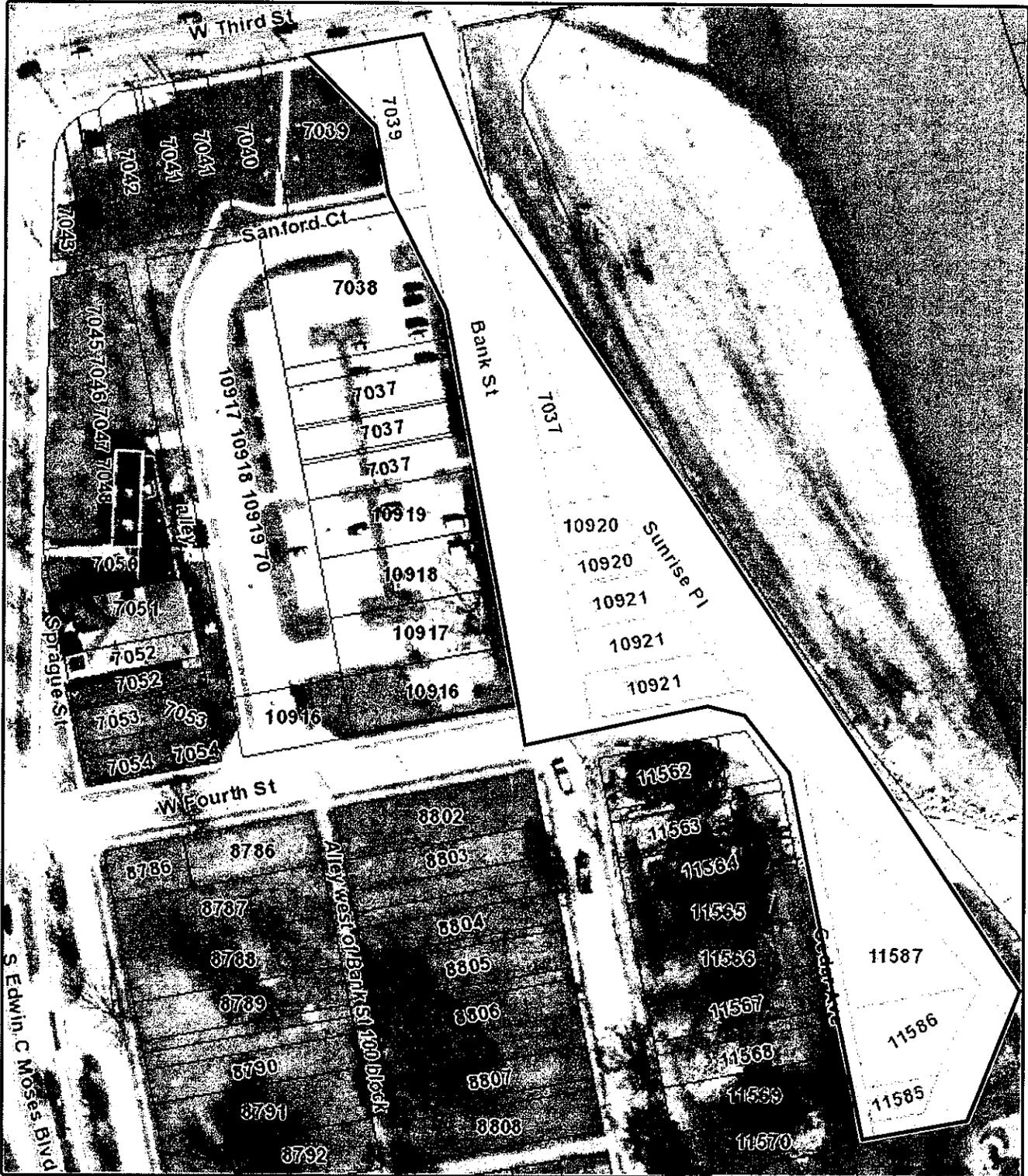
Exhibit A

<p>7038-37 PT</p>	<p>Situated in the City of Dayton, County of Montgomery, and State of Ohio, being all of that triangle strip which is part of lots numbered 7037 and 7038 as lies east of Bank Street and west of the levee in the City of Dayton, Ohio which is approximately 31 feet in width on the south running northwardly to a point, a distance of 135 feet.</p>
<p>7038 PT</p>	<p>Being all of that part of lot numbered 7038 on the revised plat of the City of Dayton, Ohio, excepting that portion thereof conveyed by deed of John A. Sprague and wife to City of Dayton, by deed dated March 1, 1876, and recorded in Vol. 105, page 321, of the Deed Records of Montgomery County, Ohio, and likewise so much thereof as was dedicated to the City of Dayton, Ohio, for the opening of Bank Street and not including that triangular strip or part of said lot as lies east of Bank Street and west of the levee. It being intended that the above includes only that portion of said lot as lies west of Bank Street, and being known as 23 Bank Street in said City;</p> <p>And exception that triangular strip or part of said lot as lies east of Bank Street and west of the levee. It being intended that the above includes only that portion of said lot as lies west of Bank Street and being known as 23 Bank Street in said City.</p>
<p>7039 PT</p>	<p>Beginning at the southerly line of Third Street at a point 26 feet westerly (measured along the southerly line of Third Street) from the Intersection of the southerly line of Third Street with the westerly line of Bank Street; thence westerly along the southerly line of Third Street 76.5 feet to the northwesterly corner of said lot, thence southerly along the westerly line of said lot, 115 feet to the northerly line of Sanford Court; thence easterly along the northerly line of Sanford Court, 76.5 feet; thence northerly parallel with the westerly line of Bank Street, 115 feet to the place of beginning.</p>
<p>10920 PT</p>	<p>Situate in the State of Ohio, County of Montgomery, and the City of Dayton, being Forty feet (40') taken by parallel lines off the north side of Lot Numbered TEN THOUSAND NINE HUNDRED TWENTY (10920) of the consecutive numbers of lots on the revised plat of the said City of Dayton;</p> <p>Being 22 feet taken by parallel lines off the south side of Lot Numbered 10920, except 2 feet taken by parallel lines off the south side of said Lot Numbered 10920 of the consecutive numbers of lots on the revised plat of the said City of Dayton;</p> <p>Situated in the City of Dayton, County of Montgomery, and State of Ohio, and being thirty-eight (38) feet in width taken by parallel lines off the south side or end of seventy-eight (78) feet in width taken by parallel lines off the north side and of lot numbered Ten Thousand Nine Hundred Twenty (10920) of the consecutive numbers of lots on the revised plat of the City of Dayton, Ohio.</p>

10921 PT	<p>Situated in the City of Dayton, County of Montgomery, and State of Ohio and being all of Lot Numbered 10921 except 33 feet taken by parallel lines off the north side of said lot being of the revised and consecutive numbers of lots on the revised plat of said City of Dayton, Ohio and excepting also 33 feet six inches taken by parallel lines off the south side of said lot; and said part lot as above described, being all of the residue remaining of said lot, of a width 33 feet six inches extending from the east side of Bank Street eastwardly to the Miami River Level;</p> <p>Situate in the State of Ohio, County of Montgomery, and City of Dayton, being Thirty-three feet Six inches (33'-6") taken by parallel lines off the south side of Lot Numbered TEN THOUSAND NINE HUNDRED TWENTY-ONE (10921) of the consecutive numbers of lots on the revised plat of the said City of Dayton.</p>
10921-20 PTS	<p>Situated in the City of Dayton, County of Montgomery, and State of Ohio, and being thirty-three feet taken by parallel lines off the North side of lot numbered 10921 and two feet by parallel lines off the South side of lot numbered 10920 of the consecutive numbers of lots on the revised plat of the City of Dayton, Ohio.</p>
11585PT, 11586PT, 11587	<p>Situated in the State of Ohio, County of Montgomery and in the City of Dayton: Being Lots numbered ELEVEN THOUSAND FIVE HUNDRED EIGHTY SIX (11586) AND ELEVEN THOUSAND FIVE HUNDRED EIGHTY SEVEN (11587) and twenty six (26) feet taken by parallel lines off the North side of Lot Numbered ELEVEN THOUSAND FIVE HUNDRED EIGHTY FIVE (11585).</p>

EXHIBIT A

Bank Street Levee Improvement Project Area



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 110 feet
8/8/2016



MEMORANDUM

September 6, 2016

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

FROM: Erin M. Jeffries, Acting Manager *EMJ*
Division of Community Development
Department of Planning & Community Development

SUBJECT: Disposition Ordinance – Bank Street Levee Improvements Program

Attached for your review and placement on the September 14, 2016, City Commission Calendar is an ordinance to transfer eight (8) City lots and the surrounding portions of real estate to the Miami Conservancy District (MCD) as part of the Bank Street Levee Improvements Program. We are proposing to donate the property to MCD.

This ordinance has been reviewed by the Law Department and this office and is ready for your signature. If you have any questions or require additional information, please contact Derek McCain at 3688.

Thank you.

APPROVED: _____

Aaron K. Sorrell
Aaron K. Sorrell, Director
Department of Planning and Community Development

AKS/dwm
Attachments

C: Project File

BY **Ms. Whaley**.....

NO. **6208-16**.....

A RESOLUTION

Approving a Transportation Network Company Operating Permit as a Supplement to the Rules and Regulations for the James M. Cox Dayton International Airport, and Declaring an Emergency.

WHEREAS, The City of Dayton owns and operates the James M. Cox Dayton International Airport; and,

WHEREAS, Revised Code of General Ordinances § 37.05 authorizes the Director of Aviation to make rules and regulations for the management, maintenance, and operation of the James M. Cox Dayton International Airport, subject to the approval of this Commission; and,

WHEREAS, Ohio Revised Code § 4925.09 authorizes the operator of a public use airport to adopt reasonable regulations applicable to transportation network companies providing services at the public use airport; and,

WHEREAS, Approval of a Transportation Network Company Operating Permit as a supplement to the Rules and Regulations is in the best interest of the City of Dayton and the travelling public; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Department of Aviation, it is necessary that this Resolution take effect immediately upon adoption; now, therefore,

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

Section 1. That the attached Transportation Network Company Operating Permit is hereby approved as a supplement to the Rules and Regulations for the James M. Cox Dayton International Airport.

Section 2. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION **Sept. 14**, 2016

SIGNED BY THE MAYOR **September 14**, 2016

Ms. Whaley

Mayor of the City of Dayton, Ohio

ATTEST:

Rashelle Lavender
Clerk of the Commission

APPROVED AS TO FORM:

Dyann R. Donaldson
City Attorney

**TRANSPORTATION NETWORK COMPANY
OPERATING PERMIT, 2016
JAMES M. COX DAYTON INTERNATIONAL AIRPORT**

The City of Dayton (“City”), a political subdivision of the State of Ohio, hereby grants _____ (“Operator”), a Transportation Network Company (TNC) based in _____, a Transportation Network Company Commercial Ground Transportation Operating Permit (“Permit”) for the nonexclusive rights and privileges described herein at the Dayton International Airport (“Airport”), upon the terms and conditions hereinafter set forth, and Operator hereby accepts such Permit on such terms and conditions.

1. **Effective Date:** This Permit is effective upon date of execution by the City.
2. **Definitions:**
 - A. **City:** The City of Dayton, Ohio.
 - B. **Operator:** The entity identified by name below to which this Permit is issued.
 - C. **Airport:** The James M. Cox Dayton International Airport, located in the City of Dayton, State of Ohio.
 - D. **Permit:** This Transportation Network Company Operating Permit between the City and Operator.
 - E. **Transportation Network Company (“TNC”):** The same meaning as set forth in Ohio Revised Code § 3942.01.
 - F. **TNC Services:** The transportation or services provided by Operator or Drivers, as defined herein, while on Airport Property, including but not limited to the following:
 - i. Passenger pick-up trip, as defined as each time a Driver begins a trip while on Airport Property that was arranged through the TNC App or any digital network;
 - ii. Passenger drop-off trip, as defined as each time a Driver ends a trip on Airport Property that was arranged through the TNC App or any digital network;
 - iii. Passenger transportation trips to (drop-off trip) or from (pick-up trip) Airport Property; and,
 - iv. Operator’s development and utilization of a TNC App or any digital network to arrange transport of passengers by Drivers or Driver Partners.
 - G. **Drivers or Driver Partners (“Drivers”):** Any persons providing TNC Services under the authority provided by the Operator in this Permit. Persons must meet all the requirements of Ohio Revised Code Chapter 4925.
 - H. **Revenue Trip:** Each TNC Services trip as described under TNC Services.

- I. Surge or Prime Time Pricing: The practice of a company that uses a digital platform applying a multiplier to customer fares during a surge pricing or prime time or other term event.
 - J. Surge or Prime Time Pricing Event: A finite time period for a defined geographic area, during which a TNC may utilize surge pricing in response to increased demand.
 - K. Trip Report: The monthly report the Operator must provide to the City documenting all Revenue Trips for that month. Report must be submitted not later than thirty (30) days from the last day of the previous month.
 - L. Geo-Fence: The area defined and approved by the Airport and on Airport Property that establishes the boundaries by which any TNC Driver may accept Revenue Trips.
3. **Term, Expiration, Cancellation and Renewal**: This Permit shall expire twelve (12) months from the date it is executed by the City, unless earlier cancelled as specified hereinafter.

The City, upon giving thirty (30) days prior written notice, may cancel this Permit for any reason. In the event the City seeks to terminate this Permit solely for Operator's non-payment of the fee set forth in Section 5 below, Operator shall have ten (10) calendar days from the date of the City's written notice of cancellation to remit complete payment and avoid cancellation of this Permit on the effective date set forth in the written notice.

4. **Fees**:

A. Permit Fee: Operator shall pay an annual Permit Fee of Five Thousand Dollars (\$5,000.00) to the City payable on or before the first day this Permit is executed. Such annual Permit Fee shall be non-refundable in whole or in part.

B. Per-Trip Fee: Operator shall pay a fee of Two Dollars (\$2.00) per Revenue Trip, as described in TNC Services. This fee is calculated on a monthly basis, as listed on the Trip Report, with payment due by Operator not later than thirty (30) days from the date of the last day of the previous month. All fee payments shall be made to:

City of Dayton
P.O. Box 632094
Cincinnati, Ohio 45263-2094

or such other address as may be specified on the City invoice.

C. Surge or Prime Time Pricing: In the event that the Operator initiates Surge or Prime Time Pricing, the Operator shall pay in addition to the Per-Trip Fee, ten percent (10%)

of the increase applied to the trip during the length that the Surge or Prime Time pricing is in effect. These increases must be included in the monthly Trip Reports.

5. Privileges and Operating Requirements:

- A. Operator has the non-exclusive privilege to provide TNC Services at the Airport as described and subject to the terms of this Permit. The TNC Services and applications shall be activated at all times while TNC Driver is on Airport Property.
- B. Operator shall possess a valid Public Utilities Commission of Ohio (“PUCO”) permit and shall provide that permit and a copy of the Operator’s valid certificate of insurance to the City upon request.
- C. Operator shall provide, at its own cost and expense, all equipment necessary for the provision of TNC Services under this Permit. Operator must be available to provide TNC Services at the Airport twenty four (24) hours per day, each and every day, while Permit is in effect, or at such other hours as determined by the City’s Director of Aviation and Operator to ensure the availability of TNC Services for arriving and departing passengers at the Airport.
- D. The City may, at any time, require the Operator to install a Geo-Fence. The Geo-Fence uses a global positioning system (“GPS”) to define the geographical boundaries that identify the Airport Property. This Geo-Fence shall disable Drivers from being hired while on Airport Property.
- E. Drivers shall have the non-exclusive privilege to use the City-designated “TNC Staging Area” to stop and wait for a digital fare to be accepted. At no time shall Operator or Drivers leave their vehicles in the TNC Staging Area unattended. All vehicles while in the TNC Staging Area must have their vehicle flashers on and be lined in a single lane on the south side of the road facing the east. City will endeavor, but cannot guarantee, that the TNC Staging Area will be located near the Passenger Terminal Building at the Airport. The City reserves the right to relocate and/or reconfigure the TNC Staging Area at any time and for any reason, but the City will give Operator as much notice of the relocation and/or reconfiguration as possible given the circumstances for the relocation and/or reconfiguration. Drivers are prohibited from littering in or around the TNC Staging Area. See Exhibit B.
- F. Operator and its Drivers are able to drop-off passengers along the inside lane of the front terminal building, and pick-up passengers along the outside lane of the front terminal building. Drivers must comply with all signage, security directives and instructions regarding these locations and in regards to stopped vehicles. No vehicle may be left unattended at any time. See Exhibit A.
- G. Operator must ensure that each Driver has clearly posted on the front right windshield a TNC trade brand name or logo placard clearly visible from the outside.

- H. Operator and its Drivers shall comply with all provisions and requirements of Ohio Revised Code Chapters 3942 and 4925, as now in effect or hereafter amended, in the provision of TNC Services at the Airport.
 - I. Operator and its Drivers are prohibited from soliciting TNC Services by the sounding of a horn, by spoken word, by entering the passenger terminal building at the Airport or in any other manner at any place on the Airport.
 - J. Operator and its Drivers are prohibited from entering, congregating or loitering within the passenger terminal building at the Airport. Operator and its Drivers are prohibited from leaving their vehicles unattended at any time and using the public restroom facilities within the passenger terminal building at the Airport.
 - K. Drivers shall maintain a clean, neat and presentable appearance at all times while operating under this Permit. Operator and Drivers must at all times conduct themselves with the highest levels of competence, integrity, reliability, courtesy, cleanliness, and safety while operating at the Airport. Drivers shall conduct themselves in a fair, honest and businesslike manner at all times.
 - L. Drivers and their vehicles are subject to random inspections by the City's Departments of Police and Aviation staff for the purpose of determining compliance with this Permit. If, as a result of the inspection, a Driver(s) and/or vehicle(s) is non-compliant or in violation of this Permit, the City's Director of Aviation or designee will provide notice to the Operator and/or Driver of the non-compliance and/or violation, and the Driver and/or the Driver vehicle shall not be permitted to provide TNC Services until fully compliant with this Permit.
 - M. Drivers shall not use any profane, boisterous, or improper language or be the cause of or engage in any quarreling, fighting, or other unlawful disturbance.
 - N. There shall be no marketing, advertising or promotions visible or associated with any Revenue Trips while on Airport Property.
6. **Requirements for Permit:** Operator hereby agrees:
- A. To comply with all applicable Federal, State and Local Legislative and Regulatory requirements and remain in good standing with PUCO;
 - B. To comply with the terms of this Permit and the terms of the Airport Rules and Regulations;
 - C. That, if required by the City, the Operator will establish a Director approved Geo-Fence Tracking Area System as defined in Section 2 (L) and described in Section 5 (D) of this Permit;

- D. To submit to the City the required monthly fee as defined in Section 2. If a Geo-Fence Tracking Area System is installed, in the event of a Geo-Fence Tracking Area System failure (“Downtime”) by Operator, the City shall determine Operator’s monthly fee for such Downtime based upon the highest monthly number of Passenger Pick-ups and passenger Drop-offs made in the last twelve (12) months for the same amount of time. Operator agrees to promptly resolve all Geo-Fence Tracking Area System failures; and,
- E. Prior to issuance of this Permit, Operator shall provide the City with a copy of its current PUCO Permit and certify that it has met all PUCO Safety Requirements, including but not limited to:
 - a. Every TNC Driver has a valid Driver’s License and valid automobile insurance meeting the requirements as stated in the Ohio Revised Code for TNC operation in the State of Ohio;
 - b. Operator has completed a Department of Motor Vehicles record check and criminal history check of each TNC Driver, in compliance with State Law and/or PUCO regulations as applicable;
 - c. Operator has completed all vehicle safety inspections for each TNC Driver vehicles in compliance with State Law and/or PUCO Regulations as applicable.

7. **Records and Audit:** Operator shall maintain complete and accurate business records for its TNC Services. The City, through its representatives and at all reasonable times, shall have the right to inspect Operator’s books and records, and shall have the right to audit same. Operator shall maintain all business records related to its TNC Services for a minimum three (3) year period.

Each passenger Revenue Trip shall be documented electronically. Driver shall, upon request, present the electronic Revenue Trips per month to the City for inspection in addition to the required monthly Trip Report.

Not later than sixty (60) days after the term expiration of this Permit, when required by the Director, Operator shall furnish to the City a report, certified by Operator to be true and correct, of all monthly Trip Reports.

8. **Insurance and Indemnity:**

- A. Operator shall defend, indemnify, save and hold harmless City, its elected officials, officers, employees and agents, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damage arising from, or in any way connected with, Operator or its Drivers’ use or occupancy of the TNC Staging Area or other Airport premises, fixtures, structures, or other improvements thereon, and/or Operator’s exercise of any right granted herein, and/or Operator’s performance or breach or default in the performance of any obligation under this Permit, and/or any intentional, negligent

or wrongful act or omission of Operator, its agents, contractors, Driver(s) and employees in connection with the provision of TNC Services.

- B. Operator and its Drivers shall, at their expense, comply with the insurance requirements stated in Ohio Revised Code Chapter 3942, as now in effect or hereafter amended.

9. General Provisions:

- A. This Permit is not assignable; however, Operator's Drivers are entitled to the privileges granted hereby. Any and all Drivers operating under this Permit are bound by the covenants and obligations in this Permit. Operator shall inform all its Drivers of the obligations under this Permit and shall not extend the privileges of this Permit to any of its Driver(s) refusing or failing to comply with this Permit covenants and obligations.
- B. City has the right to bar extension of the privileges granted under this Permit to any of Operator's Drivers who, in the City's opinion, fail to abide by the covenants and obligations of this Permit.
- C. This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, its departments and agencies, relative to the development, operation or maintenance of the Airport.
- D. All covenants, stipulations and permits in this Permit shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.
- E. Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the provision of TNC Services; and (2) Operator shall comply with all applicable federal, state and local non-discrimination and equal employment opportunity laws, rules, regulations, orders and policies.

10. Airport Rules and Regulations: This permit subject to Rules and Regulations of the Dayton International Airport, as approved by the Commission of the City of Dayton, and any amendments thereto.

11. Notices: Notices and communications shall be sent to the parties at the following addresses, or to such other address as the parties may direct in writing:

For City:

Dayton International Airport
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377

Attn: Director of Aviation

For Operator:

Cell Tel: (937) _____
Email: _____
Local Tel: (937) _____
Attn : _____

THE NAMED OPERATOR BELOW, by its duly authorized representative, accepts the terms and conditions of this Permit and shall abide by and comply with its terms:

Operator: _____
(Fed ID No. _____)

By: (Person) _____

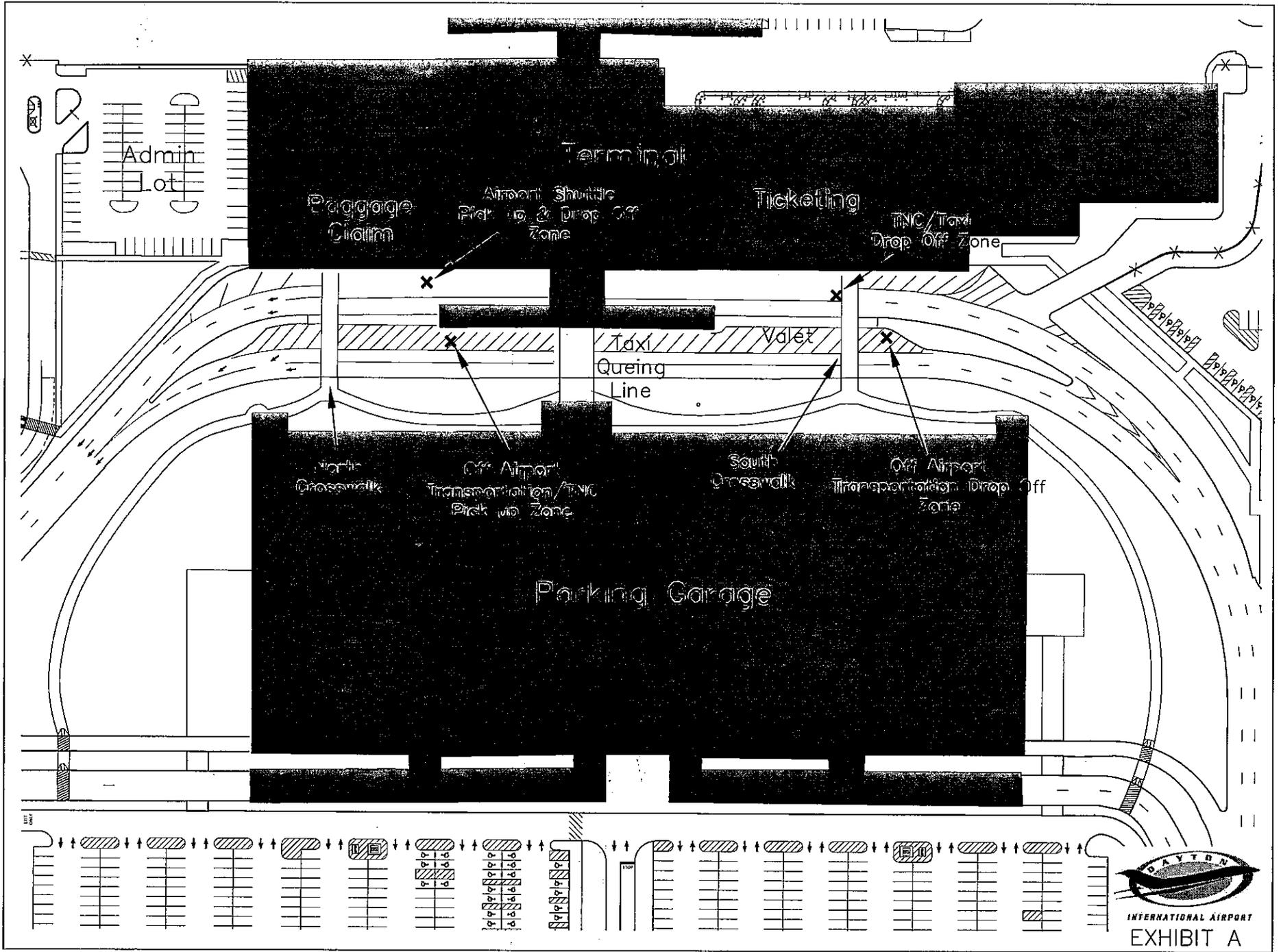
Its: (Title) _____

THIS PERMIT is issued by the City pursuant to the authority of Ohio Revised Code § 4925.09(2) and City of Dayton Revised Code of General Ordinances Section 37.06(A).

Terrence G. Slaybaugh, Director of Aviation

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



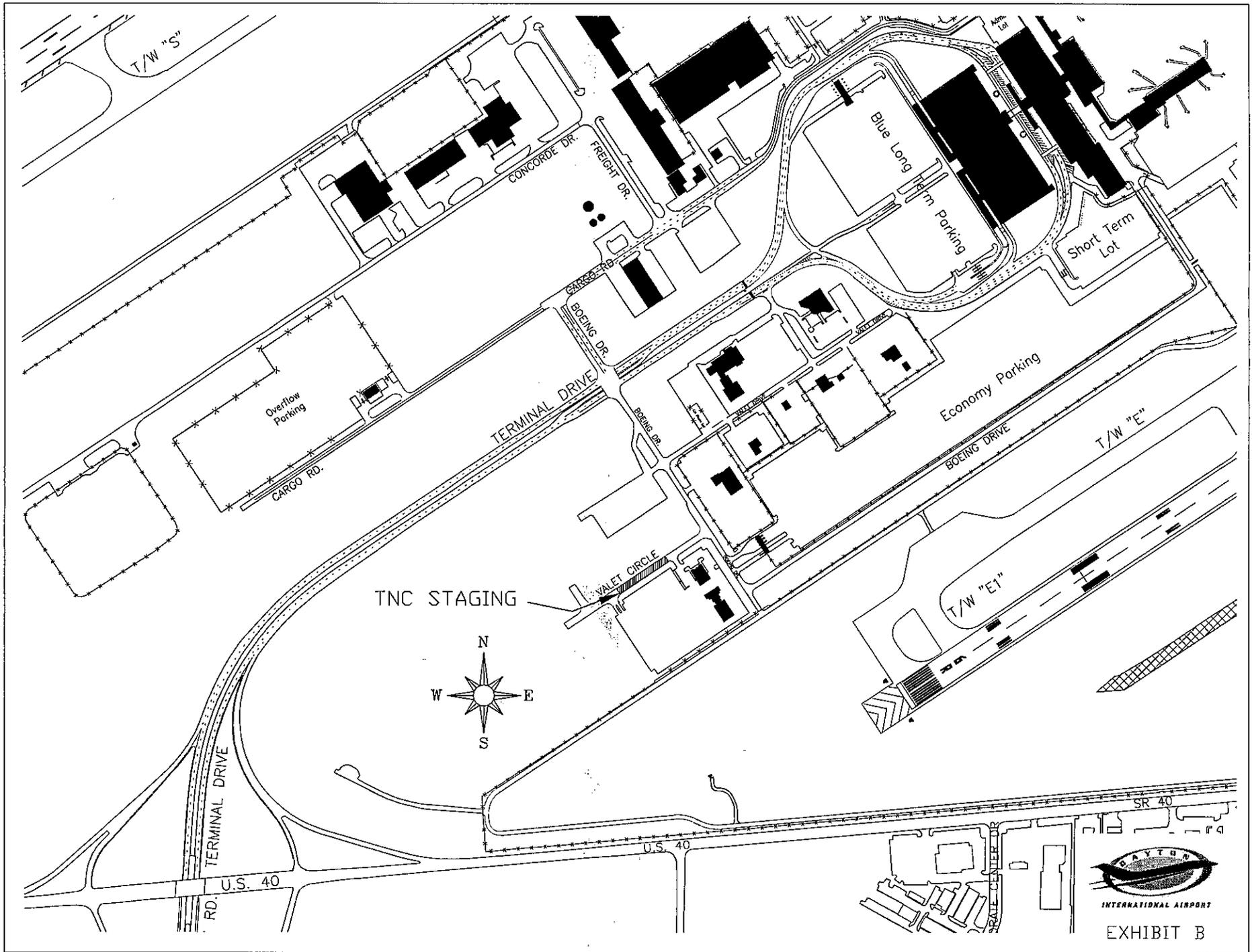


EXHIBIT B



MEMORANDUM

August 25, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: Airport Transportation Network Companies (TNC) Permit

Transportation Network Companies (TNC's), such as Uber, are now regulated to operate in the state of Ohio per House Bill 237 effective March 23, 2016, which is codified as Ohio Revised Code § 4925.09. § 4925.09(2) provides the authority for airports in the state of Ohio to determine individual policies for operation of TNC's at their respective airports.

Section 37.06 of the Revised Code of General Ordinances, gives the Director of the Department of Aviation the authority to establish operating agreements or permits with off-airport businesses and operators. Attached is the airport Transportation Network Company Operating Permit for 2016. The per-trip fee will be established at Two Dollars (\$2.00) per Revenue Trip, the same as required for Taxicabs. Additionally, an annual Permit Fee of Five-Thousand Dollars (\$5,000.00) will be required. The total revenue is estimated to be Twenty-Six-Thousand Six-Hundred Dollars (\$26,600) annually. We anticipate this to be effective September 1, 2016 and expire twelve (12) months from the date it is executed by the City.

This Permit does not require Commission approval.

It has been reviewed by Law for form and correctness. If you have any questions or need additional information, please contact me at 454-8212.

TGS/ses

Attachment

cc: Mr. Parlette
Ms. Clements
Mr. Turner
Ms. Spees



MEMORANDUM

September 6, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: Airport Rules and Regulations Resolution – Addition of Transportation Network Company Operating Permit

The City recently changed its procedures for Transportation Network Companies (TNC's), such as Uber, to reflect state law. As of March 23, 2016, TNC operation is regulated per Ohio Revised Code § 4925.09, et seq. These regulations allow airports to determine individual TNC operation policies.

The airport has established an operating Permit for TNC's wishing to operate at the airport. Please see attached memo regarding this Permit.

We are recommending that this Transportation Network Company Operating Permit be added as a supplement to the Airport Rules and Regulations.

If you have any questions or need additional information, please contact me at 454-8212.

TGS/ses

Attachment/2

cc: Mr. Parlette
Ms. Clements
Mr. Turner
Ms. Spees

BY **Mr. Joseph**

NO. **31514-16**

AN ORDINANCE

Repealing Resolution No. 4768-96 and Establishing and Describing the Boundaries of the Southwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the Edgemont, Highview Hills, Lakeview, Madden Hills, Miami Chapel and Pineview Planning Districts of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("R.C.") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS Resolution No. 4768-96 establishing the Madden Hills CRA was passed by the Dayton City Commission on July 17, 1996; and,

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed CRA; and,

WHEREAS, The remodeling of existing structures and the construction of new structures in a designated CRA would serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitutes a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 (D) of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the R.C.; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its passage in order to facilitate development 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 the earliest time possible; now, therefore,

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

Section 1. That the Southwest CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Southwest CRA, which shall be generally described by and be referred to as follows:

Beginning at the southwest corner of the intersection of McArthur Avenue and Nicholas Road, then traveling south along the west line of McArthur Avenue to the northeast corner of Lot No. 78159, then continuing south along the east line of Lot No. 78159, then turning

right and traveling west along the south line of Lot No. 78159, then turning right and traveling north along the west side of Lot No. 78159 to the northwest corner, then continuing north across Nicholas Road to the south side of Lot No. 66294, then traveling east to the east line of Lot No. 66294, then turning left and traveling northerly to the easternmost corner of Lot Nos. 64555 and 66190, then turning left and traveling west to the easternmost inside corner line of Lot No. 66294, then turning right and travelling north to the southeastern corner of Lot No. 66292, then traveling westerly along the southern line of Lot No. 66292 to its southwestern corner, then turning right and traveling northerly along the west side of Lot No. 66292 to the south line of Germantown Street, then turning left and traveling westerly along Germantown Street to the northeastern corner of Lot No. 66103, then turning left and traveling southerly along the east line of Lot. No. 66103 to Lot 66115, then turning right and travelling west along the north line of Lot No. 66115 across Erbe Avenue to Lot No. 66122, then travelling west along the north line of Lot No. 66122 to the northeast corner of Lot No. 66125, then travelling west along the north sides of Lots Nos. 66125-66131 to the southeast corner of Parcel No. R72132130001, then travelling west along the south line of Parcel No. R72132130001 to the east line of South Gettysburg Avenue, then turning right and travelling north on South Gettysburg, across Germantown Street, continuing north along South Gettysburg to the centerline of U.S. Highway 35, then turning right and travelling northerly along the centerline of U.S. Highway 35, across Abbey Avenue, then continuing easterly along the centerline of U.S. Highway 35 to the centerline of Interstate 75, then turning right and travelling south along the centerline of I-75, across the Great Miami River to the corporate boundary of the cities of Dayton and Moraine, then turning right and travelling west along the Dayton corporate boundary for a distance of 882 Feet, then turning right and traveling North along the west line of Parcel No. R7210701W000, then continuing north along the west line of Parcel No. R72107010004 to Cincinnati Street and the southeast corner of Lot No. 52824, then westerly along the south line of Lot No. 52824, then continuing westerly along the south line of Parcel No. R72137010002, then continuing westerly along the south line of Lot No. 83548 to the centerline of South Edwin C. Moses Boulevard, then bearing left and traveling westerly along Edwin C. Moses Boulevard, then crossing South Broadway Street and continuing westerly along the centerline of Nicholas Road, to the southwest corner of the intersection of McArthur Avenue and Nicholas Road and the point of beginning.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to R.C. Section 3735.66, the City's Director of Planning and Community Development is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and R.C. Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

That the owners of the residential property located in the Southwest CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in R.C. 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified as Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer's Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer's Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 5. Within the CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in R.C. Section 3765.67. The results of the negotiation as approved by this Commission will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.

After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfy the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under R.C. Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the Southwest CRA, and the period and percentage of tax exemption shall be as follows:

- a. For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars and Zero Cents (\$5,000.00),

as described in R.C. Section 3735.67, a ten (10) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

- b. For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars and Zero Cents (\$10,000.00), as described in R.C. Section 3735.67, a twelve (12) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.
- c. For the construction of every residential dwelling located in the CRA identified in Section 2, as described in R.C. Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.
- d. For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars and Zero Cents (\$5,000.00), as described in R.C. Section 3735.67, a tax exemption up to, and including, twelve (12) years, and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.
- e. For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for the approved use, the Housing Officer shall revoke the residential tax exemption and the remaining tax exemption shall be forfeited.

Section 6. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent (1%) of the amount of taxes exempted under the agreement - a minimum of Five Hundred Dollars and Zero Cents (\$500.00) up to a maximum of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) annually unless waived.

Section 7. That the Housing Officer shall make annual inspections of the properties within the Southwest CRA which have been granted a tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the tax exemption. In the event the Housing Officer revokes the tax exemption as permitted hereunder, the Housing Officer shall

notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the tax exemption.

Section 8. That pursuant to R.C. Section 3735.69, the City's existing "Tax Incentive Review Council" shall function as the "housing council" for the CRA identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the CRAs identified in Section 2 for which a tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

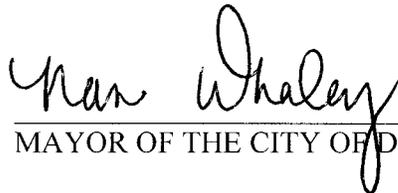
Section 9. That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

Section 10. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

Section 11. That Resolution No. 4768-96 is hereby repealed.

PASSED BY THE COMMISSION...**Sept. 14**....., 2016

SIGNED BY THE MAYOR...**September 14**....., 2016


MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:


Clerk of the Commission

APPROVED AS TO FORM:

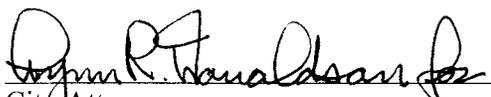
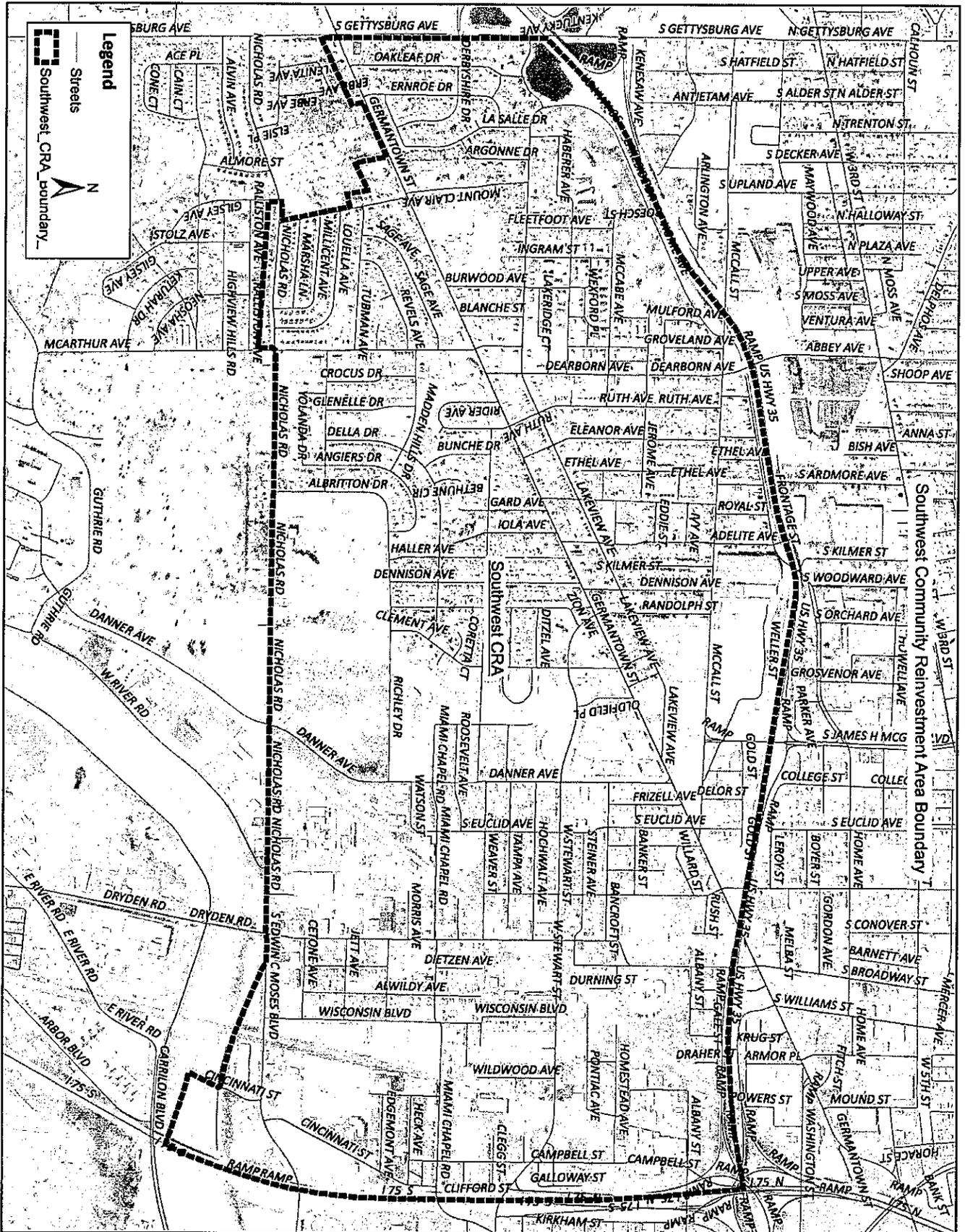

City Attorney

Exhibit A
Southwest CRA Boundary





MEMORANDUM

August 30, 2016

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

FROM: Aaron K. Sorrell, Director *B FOR AKS*
Department of Planning and Community Development

SUBJECT: Southwest Community Reinvestment Area (CRA) Emergency Ordinance

Attached for your review and placement on the September 7, and September 14, 2016, City Commission Calendars is an Emergency Ordinance repealing the Madden Hills Community Reinvestment Area (CRA) Resolution and establishing the Southwest CRA. The Southwest CRA includes all of the Madden Hills, Edgemont, Lakeview, Miami Chapel, and Pineview neighborhoods, and part of the Highview Hills neighborhood. The adoption of the Southwest CRA supports the Choice Neighborhoods initiative.

The proposed CRA district will provide tax exemption for up to 100% of the value of improvements made to eligible residential property for a period of up to fifteen (15) years. All commercial or industrial property exemptions are subject to an approved CRA Agreement, and must be negotiated on a case-by-case basis with the Dayton Board of Education. In accordance with Ohio Revised Code (ORC) Section 5709.83, we delivered notification letters to the Dayton Board of Education President and the Dayton Public Schools Treasurer on Wednesday, August 24, 2016, stating our intent to create the Southwest CRA.

As required by the ORC, the Dayton Board of Education may comment or request to meet to discuss the terms of the proposed CRA. Attached for your convenience is a copy of the Madden Hills Resolution and copies of the notification letters.

If you have any questions or require additional information, please contact Pete Thornburgh at extension 3797.

AKS/pdt

Attachments

BY.....**Mr. Mims**.....

NO.....**31515-16**.....

AN ORDINANCE

Repealing Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02; Repealing Ordinance No. 29288-96; and Establishing and Describing the Boundaries of the Innerwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the Five Points, MacFarlane, Roosevelt, and Wolf Creek Planning Districts of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("R.C.") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS Ordinance 30185-02 establishing six (6) CRAs was passed by the Dayton City Commission on November 27, 2002; and,

WHEREAS Ordinance 29288-96 establishing the Wright Dunbar Village CRA was passed by the Dayton City Commission on October 2, 1996; and,

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed CRA; and,

WHEREAS, The remodeling of existing structures and the construction of new structures in a designated CRA would serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitute a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 (D) of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the R.C.; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development 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 the earliest possible time; now, therefore,

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

Section 1. That the Innerwest CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Innerwest CRA, which shall be generally described by and be referred to as follows:

The point of beginning is the centerline of the intersection of Hoover Avenue and North Kilmer Street and the northwest corner of the Roosevelt Planning District. Thence traveling south on North Kilmer Street to the centerline of Edison Street, thence turning left and traveling east on Edison to the centerline of North Kilmer Street, thence turning right and traveling south on North Kilmer Street to West Third Street, thence crossing West Third Street and continuing south on South Kilmer Street to the Centerline of U.S. Highway 35 and the southwest corner of the Roosevelt Planning District, thence turning left and traveling east along the centerline of U.S. Highway 35 to the center of the Great Miami River and the southeast corner of the Five Points Planning District, thence turning left and traveling northwesterly along the center of the Great Miami River to the intersection of the center of the Great Miami River and Wolf Creek and the northeast corner of the Wolf Creek Planning District, thence turning left and traveling west along the center of Wolf Creek to the center of Rosedale Drive, thence continuing westerly along the center of Wolf Creek for a distance of 1,328 yards to the north side of Lot No.16069, thence turning left and traveling west to the intersection of North James H McGee Boulevard and Hoover Avenue, thence continuing westerly along Hoover Avenue to the centerline of the intersection of Hoover Avenue and North Kilmer Street and the point of beginning.

Only residential, commercial, and/or industrial properties consistent with the applicable zoning regulations within the designated CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to R.C. Section 3735.66, the City's Director of Planning and Community Development is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and R.C. Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

That the owners of the residential property located in the Innerwest CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in R.C. 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified as Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer's Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer's Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 5. Within the CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in R.C. Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.

After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfy the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under R.C. Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the Innerwest CRA, and the period and percentage of tax exemption shall be as follows:

- a. For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in R.C. Section 3735.67, a ten (10) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

- b. For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars (\$10,000), as described in R.C. Section 3735.67, a twelve (12) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.
- c. For the construction of every residential dwelling located in the CRA identified in Section 2, as described in R.C. Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.
- d. For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in R.C. Section 3735.67, a tax exemption up to, and including, twelve years (12), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.
- e. For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for the approved use, the Housing Officer shall revoke the residential tax exemption and the remaining tax exemption shall be forfeited.

Section 6. All commercial and industrial projects are required to comply with the state application fee requirements of R.C. Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of Five Hundred Dollars (\$500) up to a maximum of Two Thousand Five Hundred Dollars (\$2,500) annually unless waived.

Section 7. That the Housing Officer shall make annual inspections of the properties within the Innerwest CRA which have been granted a tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the tax exemption. In the event the Housing Officer revokes the tax exemption as permitted hereunder, the Housing Officer shall notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax

Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the tax exemption.

Section 8. That pursuant to R.C. Section 3735.69, the City's existing "Tax Incentive Review Council" shall function as the "housing council" for the CRA identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the CRAs identified in Section 2 for which a tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

Section 9. That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

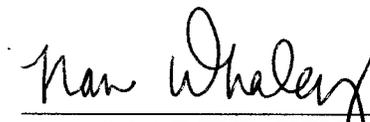
Section 10. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

Section 11. That Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02 are hereby repealed.

Section 12. That Ordinance No. 29288-96 is hereby repealed.

PASSED BY THE COMMISSION.....**Sept. 14**....., 2016

SIGNED BY THE MAYOR..**September 14**....., 2016



MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

August 30, 2016

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

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

SUBJECT: Innerwest Community Reinvestment Area (CRA) Emergency Ordinance

Attached for your review and placement on the September 7, and September 14, 2016, City Commission Calendars is an Emergency Ordinance repealing five CRAs and establishing the Innerwest CRA. The Proposed CRA includes all of the Five Points, MacFarlane, Roosevelt, and Wolf Creek Planning Districts. The Ordinance will create a single CRA with uniform residential reinvestment terms.

The proposed CRA district will provide tax exemption for up to 100% of the value of improvements made to eligible residential property for a period of up to fifteen (15) years. All commercial or industrial property exemptions are subject to an approved CRA Agreement, and must be negotiated on a case-by-case basis with the Dayton Board of Education. In accordance with Ohio Revised Code (ORC) Section 5709.83, we delivered notification letters to the Dayton Board of Education President and the Dayton Public Schools Treasurer on Wednesday, August 24, 2016, stating our intent to create the Innerwest CRA.

As required by the ORC, the Dayton Board of Education may comment or request to meet to discuss the terms of the proposed CRA. Attached for your convenience are copies of the legislation to be repealed and copies of the notification letters.

If you have any questions or require additional information, please contact Pete Thornburgh at extension 3797.

AKS/pdt
Attachments

1st Reading

15

BY NO. 31517-16

AN ORDINANCE

Establishing the Expenditure of the Increased Revenue from the Proposed Municipal Income Tax Levy.

WHEREAS, Ordinance No. 31500-16 authorized The City of Dayton to propose an earned income tax increase to the electors of the City on November 8, 2016; and,

WHEREAS, The income tax levy is necessary so that the City can increase its resources in order to maintain operations, sustain infrastructure, strengthen neighborhoods, enhance public safety, and invest in pre-kindergarten education; and,

WHEREAS, City of Dayton residents have a just interest in protecting the future of Dayton neighborhoods while creating an opportunity for all residents; and,

WHEREAS, The City of Dayton intends to utilize the increased earned income tax revenue in a manner which maximizes future opportunities for all residents while addressing the loss of revenue as a result of budget cuts by the State of Ohio; and,

WHEREAS, The increased earned income tax levy will not impact social security, pension, retirement income, or investment interest; and,

WHEREAS, The one-quarter of one percent (1/4%) increased earned income tax rate commencing January 1, 2017, and ending December 31, 2024, is estimated to generate an additional Eleven Million Dollars and Zero Cents (\$11,000,000.00) annually in revenue; and,

WHEREAS, The City of Dayton pledges its accountability to its residents by authorizing the expenditure of the increased revenue in the following manner; now, therefore,

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

Section 1. That the increased one-quarter of one percent (1/4%) earned income tax revenue as authorized by Ordinance No. 31500-16, is hereby to be expended by the City of Dayton as follows:

- A. To the extent available, a pledge of Six Million Seven Hundred Thousand Dollars and Zero Cents (\$6,700,000.00) will be designated as necessary revenue for the general fund. These funds will go directly to road repair, vacant lot improvement, parks, and safety enhancement.
- B. To the extent available, the remaining funds, an estimated Four Million Three Hundred Thousand Dollars and Zero Cents (\$4,300,000.00), will be designated to make high quality pre-kindergarten education accessible for all families with preschool age children who live in the City of Dayton.

C. If revenue generated from the proposed municipal income tax levy exceeds estimates any residual funds shall revert to the general fund for essential municipal services and necessary capital improvements.

PASSED BY THE COMMISSION..... 2016

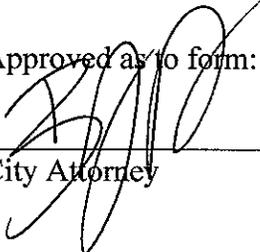
SIGNED BY THE MAYOR..... 2016

MAYOR OF THE CITY OF DAYTON OHIO

Attest:

Clerk of the Commission

Approved as to form:



City Attorney