



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

OCTOBER 12, 2016

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

- | | |
|---|-------------------|
| A1. Allied Builders, Inc. (fencing materials and repair services as needed through 12-31-16) | \$5,000.00 |
| A2. Arconas Corporation (seating with installation training for Dayton International Airport) | 597,641.00 |

1. (Cont'd):

A3. H P Products (janitorial supplies as needed through 12-31-16)	\$25,000.00
A4. KE Rose Company LTD (snow removal equipment parts as needed through 12-31-16)	5,000.00

FIRE

B1. Triton Services Inc. (two HVAC compressors with installation services)	33,990.00
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PLANNING & COMMUNITY DEVELOPMENT

C1. Charles F Jergens Construction, Inc. (structure demolition services as needed through 12-31-16)	30,100.00
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POLICE

D1. Binary Intelligence Technology Ltd. (professional forensic investigation services as needed through 12-31-16)	6,000.00
D2. Television Equipment Associates (head sets for SWAT Team)	57,037.50

PUBLIC WORKS

E1. Dayton Parts Company (automotive parts as needed through 12-31-16)	100,000.00
E2. Southern Equipment Company (rental of an articulated wheel loader and tar kettle as needed through 12-31-16)	8,400.00

RECREATION AND YOUTH SERVICES

F1. Carpetland, Inc. dba Big Bob's (flooring including removal and disposal of existing flooring and installation services)	16,430.07
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WATER

G1. Hach Company (one flow injection analyzer ("FIA"))	48,887.63
G2. OI Corporation dba OI Analytical (one automated chemistry analyzer)	41,244.77
G3. Sullivan Environmental Technologies (Moyno brand pumps and parts as needed through 12-31-16)	11,158.10
G4. Xylem Water Solution USA, Inc. (pumps and related parts as needed through 12-31-16)	27,433.63
G5. Biss Nuss, Inc. (two slaker feeders)	110,000.00
G6. Crown Personnel Service, Inc. (temporary staffing services as needed through 12-31-16)	30,000.00
G7. DXP Enterprises Inc. (one three-lobe positive displacement blower)	36,344.00
G8. Interstate Ford, Inc. (one new 2017 Ford Explorer 4x4)	30,761.00

G9. Robinson Pipe Cleaning Company (by-pass pumping inspection and hydraulic cleaning of sanitary sewer mainline) **\$100,000.00**
 -Depts. of Aviation, Fire, Planning and Community Development, Police, Public Works, Recreation and Youth Services and Water.
Total: \$1,320,427.70

B. Construction Contracts:

2. **Eagle Bridge Company – Award of Contract** – for the Helena Street Bridge Replacement (8% DBE Participation Goal/8.1% DBE Participation Achieved) (Federal Construction Funds) (OPWC Issue 1 Funds) – Dept. of Public Works/Civil Engineering. **\$6,026,822.04**
(Thru 12/1/2017)

E. Other – Contributions, Etc.:

3. **National Association of Clean Water Agencies (NACWA) - Membership Dues** – Annual Membership Dues for the National Association of Clean Water Agencies – Water Director. **\$16,310.00**
(Thru 9/2017)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

4. **No. 31527-16** Approving a Purchase Agreement with Five Rivers MetroParks for Property Adjacent to the Stillwater River; Authorizing the Grant of a Permanent Conservation Easement to Five Rivers MetroParks for the Protection and Enhancement of Riparian Corridors or Watersheds Related to the Stillwater River; and Declaring an Emergency.

Ordinance – Second Reading:

5. **No. 31526-16** Vacating the Alley West of North Gettysburg Avenue from the Alley North of West Third Street to Frances Avenue.

VI. MISCELLANEOUS:

ORDINANCE NO. 31528-16

RESOLUTION NO. 6217-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

From **5530 - CS/Purchasing**

Date **October 12, 2016**

Expense Type **Purchase Order**

Total Amount **\$1,320,427.70**

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 Yes No Affirmative Action Program Yes No N/A

Description

AVIATION

(A1) P1600675 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing materials and repair services, as needed through 12/31/2016.
- These goods and services are required to maintain security at Aviation facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D16011 with firm pricing through 12/31/2017.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$10,000.00 by \$5,000.00 for a total not to exceed \$15,000.00 and therefore requires City Commission approval.
- This first amendment to the purchase order provides for additional quantities adequate to promptly secure facilities, as needed.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Maintenance of Facilities	51000-3221-1172-43	\$5,000.00

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

AVIATION (CONTINUED)(A2) P1601135 – ARCONAS CORPORATION, MISSISSAUGA, ON

- Seating with installation training for the Dayton International Airport.
- These products and services are required to replace public seating worn beyond economical repair at the Dayton International Airport, concourses A and B.
- Sixteen possible bidders were solicited and two bids were received.
- The Department of Aviation recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures & Equip Assets	51668-3210-1411-43	\$597,641.00

(A3) P1600214 – H P PRODUCTS, CINCINNATI, OH

- Janitorial supplies, as needed through 12/31/2016.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15002D with firm pricing through 01/31/2018.
- This amendment increases the previously authorized amount of \$75,000.00 by \$25,000.00 for a total not to exceed \$100,000.00 and therefore requires City Commission approval.
- This first amendment to the purchase order provides for additional supply quantities adequate to satisfy service needs.
- 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	Supplies and Materials	51000-3220-1301-43	\$25,000.00

(A4) P1600576 – KE ROSE COMPANY LTD, HUBER HEIGHTS, OH

- Snow removal equipment parts, as needed through 12/31/2016.
- These goods are required to maintain and repair snow removal equipment.
- Rates are in accordance with the existing, competitively bid price agreement established with the placement of the original order and continuing through 12/31/2016.
- This amendment increases the previously authorized amount of \$10,000.00 by \$5,000.00 for a total not to exceed \$15,000.00 and therefore requires City Commission approval.
- This first amendment to the purchase order provides additional authorization to procure parts, as needed, to ensure adequate supply.
- 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	Supplies and Materials	51000-3222-1301-43	\$5,000.00

FIRE(B1) P1601133 – TRITON SERVICES INC., MASON, OH

- Two (2) HVAC compressors with installation services.
- These products and services are required to replace equipment at Fire Headquarters and Fire Station #4 that is worn beyond economical maintenance and repair.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D with firm pricing through 03/31/2017.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Fire has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- The Department of Fire 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	Building Improvements	41629-6330-1425-71	\$33,990.00

PLANNING & COMMUNITY DEVELOPMENT(C1) P1601134 – CHARLES F JERGENS CONSTRUCTION, INC., RIVERSIDE, OH

- Structure demolition services, as needed through 12/31/2016.
- These services are required to demolish unsafe fire damaged structures in the City of Dayton.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Planning and Community Development has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Charles F Jergens Construction, Inc. was awarded this work in an amount not to exceed \$15,100 as a currently engaged contract provider of these services and based on proven past performance, therefore this purchase was negotiated.
- The Department of Planning & Community Development recommends approval of this order and \$15,000 additional authorization through 12/31/2016.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Professional Services	16022-2320-1159-32	\$30,100.00

POLICE**(D1) P1600731 – BINARY INTELLIGENCE TECHNOLOGY LTD, FRANKLIN, OH**

- Professional forensic investigation services, as needed through 12/31/2016.
- These services are required to perform electronic data discovery and/or recovery related to homicide investigations.
- Binary Intelligence Technology LTD is recommended as the presently contracted service provider to ensure service continuity and quality, therefore this purchase was negotiated.
- This first purchase order amendment increases the originally authorized amount of \$10,000.00 by \$6,000.00 for a total not to exceed \$16,000.00 and therefore requires City Commission approval. This amendment provides additional authorization to procure services adequate to the operational needs of the Dayton Police Department.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Telephone	28150-6210-1131-71	\$6,000.00

(D2) P1601146 – TELEVISION EQUIPMENT ASSOCIATES, BREWSTER, NY

- Head sets for SWAT Team.
- These goods are required to replace obsolete equipment.
- Seven possible bidders were solicited and two bids were received.
- The Department of Police recommends low bid meeting specifications.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Radio Maintenance and Repair	10000-6210-1163-71	\$55,461.71
2016	Other Equipment Maintenance	10000-6210-1167-71	\$1,575.79

PUBLIC WORKS – FLEET MANAGEMENT**(E1) P1600320 – DAYTON PARTS COMPANY, DAYTON, OH**

- Automotive parts, as needed through 12/31/2016.
- These goods are required to maintain and repair the City owned vehicles.
- Rates are in accordance with existing, competitively bid price agreement established with the placement of the original order, continuing through 6/30/2016 and extended by mutual agreement through 12/31/2016.
- This first purchase order amendment increases the previously authorized amount of \$350,000.00 by \$100,000.00 for a total not to exceed \$450,000.00 and therefore requires City Commission approval. This amendment provides additional authorization to procure parts adequate to service vehicles in the City's fleet.
- Dayton Parts Company qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Inventory	61000-6470-1350-99	100,000.00

PUBLIC WORKS – STREET MAINTENANCE(E2) P1600179 – SOUTHERN EQUIPMENT COMPANY, MONROE, OH

- Rental of an articulated wheel loader and tar kettle, as needed through 12/31/2016.
- These goods and services are required to provide deicing and heating tar for the City.
- Rates are in accordance with the existing, competitively bid price agreement established with the placement of the original order, continuing through 6/30/2016 and extended by mutual agreement through 12/31/2016.
- This first amendment increases the previously authorized amount of \$8,650.00 by \$8,400.00 for a total not to exceed \$17,050.00 and therefore requires City Commission approval and will provide for additional rental equipment availability, as needed to ensure continuity of operations for the Street Maintenance Division.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Supplies and Materials	21100-6430-1301-54	\$8,400.00

RECREATION & YOUTH SERVICES(F1) P1601130 – CARPETLAND, INC. dba BIG BOB'S, KETTERING, OH

- Flooring, including removal and disposal of existing flooring and installation services.
- These goods and services are required to replace flooring that is worn beyond economical maintenance and repair.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16047D with firm pricing through 06/30/2017.
- The Department of Recreation & Youth Services 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	Miscellaneous	10000-6510-1221-56	\$16,430.07

WATER – WATER RECLAMATION(G1) P1601144 – HACH COMPANY, LOVELAND, CO

- One flow injection analyzer ("FIA").
- This equipment is required to perform laboratory analyses to ensure compliance with applicable pretreatment and National Pollutant Discharge Elimination System ("NPDES") permit requirements.
- Sixteen possible bidders were solicited and four bids were received.
- The Department of Water recommends acceptance of the lowest and best bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures and Equip Assets	55000-3460-1411-54	\$48,887.63

WATER – WATER RECLAMATION CONTINUED**(G2) P1601145 – OI CORPORATION DBA OI ANALYTICAL, COLLEGE STATION, TX**

- One automated chemistry analyzer.
- This equipment is required to perform laboratory analyses to ensure compliance with applicable pretreatment and National Pollutant Discharge Elimination System (“NPDES”) permit requirements.
- Thirteen possible bidders were solicited and three bids were received.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Furniture, Fixtures and Equip Assets	55000-3460-1411-54	\$41,244.77

(G3) P1600042 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Moyno brand pumps and parts, as needed through 12/31/2016.
- These goods are required to maintain and/or replace pumps located throughout the Wastewater Treatment Plant.
- Sullivan Environmental Technologies is recommended as the sole regional distributor for Moyno brand pumps, therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of \$45,000.00 by \$11,158.10 for a total not to exceed \$56,158.10 and therefore requires City Commission approval.
- This first amendment to the purchase order provides additional authorization to procure pumps and parts, as needed through 12/31/2016.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	55000-3460-1301-54	\$11,158.10

(G4) P1600530– XYLEM WATER SOLUTIONS USA, INC., MILFORD, OH

- Pumps and related parts, as needed through 12/31/2016.
- These goods are required to maintain adequate inventory levels.
- Xylem Water Solutions USA, Inc. is recommended as the original equipment manufacturer (OEM) of existing pumps and related parts, therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of \$30,000.00 by \$27,433.63 for a total not to exceed \$57,433.63 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	55000-3460-1301-54	\$27,433.63

WATER – WATER SUPPLY & TREATMENT

(G5) P1600983 – BISS NUSS, INC., LOVELAND, OH

- Two (2) slaker feeders.
- This equipment is required to maintain operations of the lime slaking systems at Ottawa Water Treatment plant.
- Biss Nuss, Inc. is recommended as the sole regional distributor of Integrity Municipal System brand parts, therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of \$110,000.00 by \$110,000.00 for a total not to exceed \$220,000.00 and therefore requires City Commission approval and will provide authorization to procure additional supplies adequate to support the operational needs of the Water Department.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	53004-3430-1424-54-WF1610	\$110,000.00

(G6) P1600654 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary staffing services, as needed through 12/31/2016.
- These services are required to provide additional staffing for the Water Department.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 16001K with firm pricing through 12/31/2019.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- This second purchase order amendment increases the previously authorized amount of \$44,000.00 by \$30,000.00 for a total not to exceed \$74,000.00 and therefore requires City Commission approval.
- This second amendment to the purchase order provides for additional staffing hours of a laboratory intern and a general laborer.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	53000-3430-1221-54	\$30,000.00

(G7) P1601143 – DXP ENTERPRISES INC., CINCINNATI, OH

- One three-lobe, positive displacement blower.
- This equipment is required to replace equipment worn beyond economical repair.
- Nine possible bidders were solicited and three bids were received.
- The Department of Water recommends low bid meeting specifications.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	53004-3430-1424-54-WF1603	\$36,344.00

WATER – WATER SUPPLY & TREATMENT CONTINUED**(G8) P1601132 – INTERSTATE FORD, INC., MIAMISBURG, OH**

- One (1) new, 2017 Ford Explorer 4X4.
- This equipment is required to maintain daily operations for the City and will replace City unit #2110, which will be disposed of in the best interest of the City.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16033U with firm pricing through 2017 model year production.
- 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	\$30,761.00

WATER – WATER UTILITY FIELD OPERATIONS**(G9) P1601125 – ROBINSON PIPE CLEANING COMPANY, PITTSBURGH, PA**

- By-pass pumping, inspection, and hydraulic cleaning of sanitary sewer mainline.
- These services are required to remove encrusted lime from the sewer mainline to mitigate possible sanitary overflows and current stoppages.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Water has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Robinson Pipe Cleaning Company was awarded this work based on its past experience with – and knowledge of - this specific segment of the sanitary sewer system and to ensure continuity and quality of service.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	55002-3460-1424-54-SF1107	100,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: AIRPORT CONCOURSE SEATING AND INSTALLATION SERVICES AT THE DAYTON INTERNATIONAL AIRPORT
 Dept./Div.: AVIATION / ADMINISTRATION IFB NO.: 16065D
 Requisition No.: 039A0AD6 BID OPENING: 2:00 P.M.; 09-20-2016

No.:		1	2	2 ALTERNATIVE
BIDDER NAME & STREET ADDRESS:		SPACE & ASSET MANAGEMENT INC dba ELEMENTS IV INTERIORS VANDALIA OH 45414	ARCONAS CORP	ARCONAS CORP
CITY:		VANDALIA	MISSISSAUGA ON L5R3H5 CANADA	MISSISSAUGA ON L5R3H5 CANADA
STATE & ZIP:		OH 45414		
Recommended for Award				X
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		YES	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS				
1	Airport Concourse Seating - Concourse A	Lot	NO BID	\$213,158.70
	Airport Concourse Seating - Concourse B	Lot	NO BID	\$379,482.30
	Shipping	Lot	NO BID	\$4,480.00
	Total Sum for Airport Concourse Seating			• \$597,121.00
2	Training	Lot	NO BID	Included if using Arconas' installers
				• \$5,000.00
3	Installation Services			
	Airport Concourse Seating - Concourse A	Lot	\$43,035.00	\$38,505.00
	Airport Concourse Seating - Concourse B	Lot	\$40,042.50	\$60,690.00
	Total Sum for Installation Services		• \$83,077.50	\$99,195.00
	TERMS:	NET 30	1/3 WITH ORDER, 1/3 UPON SHIPPING, 1/3 NET 30 DAYS OAC	1/3 WITH ORDER, 1/3 UPON SHIPPING, 1/3 NET 30 DAYS OAC
	F.O.B.:	DEST	DEST	DEST
	DELIVERY:	TBD BASED UPON PRODUCT LEAD TIMES	90 DAYS	90 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|--|
| HRC
Dayton OH 45402 | 5. Workplace Solutions
Bingham Farms, MI 48025 | 11. GF Installations
Solo OH 44139 |
| 1. Business Furniture (Local)
Dayton OH 45402 | 6. Office Depot
Hamilton OH 45011 | 12. Great Lakes Installation Services
Akron OH 44311 |
| 2. APG Office Furnishing (Local)
Dayton OH 45402 | 7. Dayton Business Interiors
Dayton OH 45439 | 13. Independent Office Installations
Cleveland OH 44103 |
| 3. Planes Commercial Services of Chicago LLC
Aurora IL 60502 | 9. Innovative Installations Inc
Fairfield OH 45014 | 14. The City Desk Company
Cleveland OH 44103 |
| 4. F & S Supplies dba FBS Corporate Solutions
Trotwood OH 45416 | 10. Precision Interior Services
Dayton OH 45429 | |

BIDDER NAME & STREET ADDRESS:				1		2	
				Television Equipment Association		Waveband Communications LLC	
CITY:				Brewster		Westminster	
STATE & ZIP:				NY 10509		MD 21158	
Recommended for Award				X			
QUALIFIES FOR LOCAL PREFERENCE?				NO		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?				NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO		NO	
Item No./qty	ITEM DESCRIPTION	U/M	Qty	Unit	Ext	Unit	Ext
Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process							
SWAT TEAM HEADSETS							
1	Invisio X5 Dual In ear headset (Or acceptable)	EA	27	\$980.00	\$26,460.00	\$499.80	\$13,494.00
2	Invisio X50 Control Unit/Push to Talk (Or acceptable equal)	EA	27	\$935.00	\$25,245.00	Included #1	
3	Invisio X50 Com Cable (Or acceptable equal)	EA	27	\$197.50	\$5,332.50	\$114.00	\$3,078.00
TOTAL					\$57,037.50		\$16,572.00
Prices to remain firm for the period through July 31, 2017?				No		Yes	
				6 months			
		TERMS:		NET 30		NET 30	
		F.O.B.:		DEST		DEST	
		DELIVERY:		60 Calendar Days		45 Calendar Days	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

All solicited vendors submitted a bid.

1. Grainger 2.P&R Communications DL 3.Enviro Safety Products 4. Safari Land LLC 5. Motorola Communications

Justification for NOT accepting low bid for Requisition # 293WTWT6

The base bid was for an instrument to run TKN, nitrate and nitrite tests. A price quote for the addition of sulfide and sulfate test manifolds was requested with the bids for consideration. Buying the sulfide and sulfate modules now will save Water Reclamation over \$10,000 per year as we will not have to send samples to an outside laboratory. When the bids were compared with the sulfide and sulfate manifolds included, there is a difference of \$109.11 between the OI Analytical and Hach bids. When you factor in the yearly maintenance agreement into both bids the cost for OI Analytical is \$6,276.72 per year, while the cost for Hach is \$6,011.00 per year. The difference in yearly maintenance agreements justifies Water Reclamation's recommendation of awarding to Hach rather than OI Analytical. Unity Scientific was not considered because their Option #1 was higher than the other two for TKN test only. Option #2 was for the nitrate test only and required a separate instrument.

Karen L. Tenore
Laboratory Supervisor
Water Reclamation / Water Department

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Three Lobe Positive Displacement Blower

Dept./Div.: Water/Water Supply & Treatment

Requisition No.: 127WTWS6

IFB NO.: 16059N

BID OPENING: 8/25/2016 @ 2:00PM

No.:			1	2	3
BIDDER NAME & STREET ADDRESS:			DXP Enterprises	R.A. Ross & Associates	United Blower Inc.
CITY:			Cincinnati	Louisville	Bail Ground
STATE & ZIP:			OH 45242	KY 40299	GA 30107
Recommended for Award			X		
QUALIFIES FOR LOCAL PREFERENCE?			NO	NO	
QUALIFIES FOR CERTIFIED PREFERENCE?					
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?					
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>					
1	Three Lobe Positive Displacement Blower	Ea.	\$36,344.00	\$50,205.48	\$34,200.00
	Firm Price Agreement Through August 31, 2017 YES / NO		No	Yes	Yes
	If NO, for how long?		60 Days		
TERMS:			NET 30	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST
DELIVERY:			120 Calendar		7 Calendar Days

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Biss Nuss 2. Kerr Pump 3. Grainger 4. Johnstone Supply/Thomas C Nash 5. BL Anderson 6. Reliable Industrial Products



City Manager's Report

2

From 6450 - PW/Civil Engineering

Date October 12, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$6,026,822.04 (thru 12/1/2017)

Name Eagle Bridge Company

Address 800 S. Van Demark Rd.
Sidney, OH 45365

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Helena St. Bridge Replacement	41449-6450-1424-54	\$ 6,026,822.04

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

Description

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION GOAL/8.1% DBE PARTICIPATION ACHIEVED)
(FEDERAL CONSTRUCTION FUNDS) (OPWC ISSUE 1 FUNDS)

This project consists of the replacement of the Helena Street Bridge over the Great Miami River. Work includes the removal of the existing bridge; construction of a new bridge, roadway, lighting, sidewalks, and curbs; and performing incidental work thereto.

Six bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Eagle Bridge Company, in the amount of \$6,026,822.04, the base bid. The estimated cost for the project is \$5,842,000.00. The time bid for completion is December 1, 2017.

This project is being funded using Federal Construction Funds and OPWC Issue 1 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

Department

City Manager

Clerk

Date

[Handwritten Signature]
[Handwritten Signature]

CERTIFICATE OF FUNDS

CT16-152B

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date	October 12, 2016
Expiration Date	December 12, 2019
Original Commission Approval	\$ 6,026,822.04
Initial Encumbrance	\$ 6,026,822.04
Remaining Commission Approval	
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

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

Amount: \$ 6,026,822.04	Amount: _____
Fund Code 41449 - 6450 - 1424 - 54 - _____ - _____	Fund Code _____ - _____ - _____ - _____ - _____ - _____
Fund Org Acct Prog Act Loc	Fund Org Acct Prog Act Loc
Amount: _____	Amount: _____
Fund Code _____ - _____ - _____ - _____ - _____ - _____	Fund Code _____ - _____ - _____ - _____ - _____ - _____
Fund Org Acct Prog Act Loc	Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Eagle Bridge Company (937) 492-5654

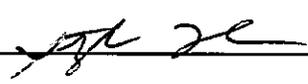
Vendor Address: 800 S. Van Demark Rd. Sidney OH 45365
Street City State Zipcode + 4

Federal ID: 31-1782510

Commodity Code: 96818

Purpose: Helena Street Bridge Replacement (8% DBE Participation)
(Federal Construction Funds) (OPWC Issue 1 Funds)

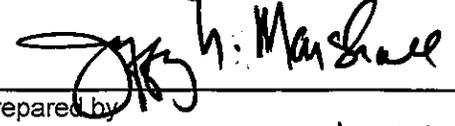
Contact Person: Steve Finke, Deputy Director Public Works/Civil Eng. 333-3839
Department/Division Phone Number

Originating Department Director's Signature:  9/29/16
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:  10-3-16
Date

CF Prepared by:  9/30/16 CT16-152B
Date CF/CT Number

Dayton, Ohio
 Department of Public Works
 Division of Civil Engineering

Proposal Tabulation For: Helena Street Bridge Replacement
(8% DBE Participation) (Federal Construction Funds)
(OPWC Issue 1 Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>September 7, 2016</u>	<u>\$5,842,000.00</u>	<u>December 1, 2017</u>

<u>Bidders</u>	<u>Actual Amount Of Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*Eagle Bridge Company</u>	<u>\$6,026,822.04</u>	<u>-0-</u> December 1, 2017	<u>\$6,026,822.04</u>
<u>Brumbaugh Construction</u>	<u>\$6,219,780.00</u>	<u>-0-</u> December 1, 2017	<u>\$6,219,780.00</u>
<u>Great Lakes Construction</u>	<u>\$6,282,270.00</u>	<u>-0-</u> December 1, 2017	<u>\$6,282,270.00</u>
<u>Sunesis Construction</u>	<u>\$6,393,126.17</u>	<u>-0-</u> December 1, 2017	<u>\$6,393,126.17</u>
<u>Complete General Constructin</u>	<u>\$6,706,470.25</u>	<u>-0-</u> December 1, 2017	<u>\$6,706,470.25</u>
<u>Kokosing</u>	<u>\$7,016,184.38</u>	<u>-0-</u> December 1, 2017	<u>\$7,016,184.38</u>

*Awarded
 Revised 9/14/98



MEMORANDUM

September 28, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Helena St Bridge Replacement (8% DBE)**

The apparent low bidder, Eagle Bridge Construction, submitted a bid utilizing six 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. Eagle Bridge Construction	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
JLM Trucking, Inc	0.45%
First Star Safety, LLC	0.13%
J&B Steel, Inc	1.51%
Twin Rivers Construction Co	1.06%
Roth Builders Supply Inc	1.59%
Armstrong Steel Erectors, Inc	3.36%
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	<hr/> 8.1% 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.



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45385
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for Armstrong Steel Erectors, Inc. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = Armstrong Steel Erectors, Inc.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
111	Structural Steel Members, Level 4	738,560.00	LBS		
111	Structural Steel Members, Level 4	738,560.00	LBS	\$0.2693	\$198,894.21
121	Elastomeric Bearings	14	EA		
121	Elastomeric Bearings	14	EA	\$178.033	\$2,492.46
122	Elastomeric Bearings	5	EA		
122	Elastomeric Bearings	5	EA	\$178.033	\$890.17
123	Elastomeric Bearings	2	EA		
123	Elastomeric Bearings	2	EA	\$178.033	\$356.07

Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5634 ~ Fax: (937) 492-8759
eaglebridge@eaglebridge.net

5. **This is a subcontract for labor only. Total Subcontract is for \$202,632.91**
6. **Labor: \$202,632.91, No Material included.**
7. **This subcontract was not marked up in order to remain competitive.**
8. **This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 3.36%

Sincerely,

Eagle Bridge Co.

A handwritten signature in black ink, appearing to read "Thomas Frantz", is written over the printed name and title.

**Thomas Frantz
Vice President**



September 19, 2016

The City of Dayton, Ohio
 Human Relations Council
 371 West Second Street
 Suite No. 100
 Dayton, Ohio 45402-1417

Attention: Ms. Tosha Madison

Re: City of Dayton's
 Helena Street Bridge Replacement

Dear City:

As you are aware, we were listed by Eagle Bridge Company, as a subcontractor on the City of Dayton's Helena Street Bridge Replacement Project. The following is submitted to your office in support of our bid to them:

1.	Name of Project	Helena Street Bridge Replacement
2.	Name of Prime Contractor	Eagle Bridge Company
3.	City and State of the Prime Contractor	Sidney, 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	Erection of Structural Steel Girders And Installation of the Bearing Devices
5.	Each segment of work you will perform: Structural Steel	Erect Structural Steel Girders
	Unit Price	\$0.3025 per lb
	Total Cost	\$223,414.40
	Each segment of work you will perform: Install Bearing Devices	Installation of bearing devices
	Unit Price	\$200.00 per each
	Total Cost	\$4,200.00
6.	Cost breakdown for each segment of work	
	Material – Structural Steel	\$0.00 Not Applicable
	Labor – Structural Steel	\$223,414.40
	Material – Bearing Devices	\$0.00 Not Applicable
	Labor – Install Bearing Devices	\$4,200.00
7.	Indicate markup or profit on materials purchased	N/A – Armstrong Steel is not furnishing materials
8.	If this is a trucking company, list:	N/A – Armstrong Steel is not a trucking company
	Number of Trucks	N/A
	Types of Trucks	N/A
	Describe the work you will perform	N/A
	Type of Material	N/A
	Number of Hours	N/A

If you have any questions or need additional information please contact us at 740-345-4503.

Sincerely,
 Armstrong Steel Erectors, Inc.

Diane M. Bednar, P.E.
 President



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

**City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417**

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for Twin Rivers Construction Co. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = Twin Rivers Construction Co.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
102	Class QC2 Concrete	62	CY		
102	Concrete Staining	357	SF	\$4.50	\$1,606.50
109	Sealing of Concrete Surfaces Non Epoxy	1,026	SY		
109	Sealing of Concrete Surfaces Non Epoxy	1,026	SY	\$8.75	\$8,977.50
109-2	Sealing of Concrete Surfaces - Epoxy Urethane	1,222	SY		
109-2	Sealing of Concrete Surfaces - Epoxy Urethane	1,222	SY	\$28.00	\$34,216.00
134	Structure, Misc. Aesthetic Fascia Panels	1	LS		
134	Sealing of Concrete Surfaces	684	SY	\$28.00	\$19,152.00

Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

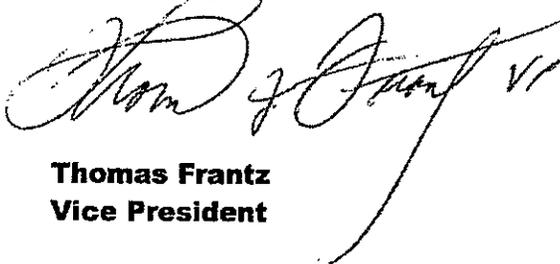
5. **This is a subcontract for labor and material. Total Subcontract is for \$63,952.00**
6. **Labor: \$47,964.00 / Material Cost \$15,988.00**
7. **This subcontract was not marked up in order to remain competitive.**
8. **This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

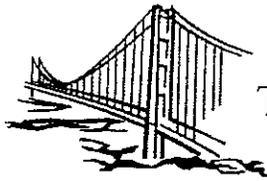
Percentage of Bid (DBE): 1.06%

Sincerely,

Eagle Bridge Co.



Thomas Frantz
Vice President



TWIN RIVERS CONSTRUCTION CO.



- ODOT DBE PREQUALIFIED
- EDGE PREQUALIFIED

1489 MASONIC PARK ROAD - Marietta, Ohio 45750 PHONE (740) 373-3047 FAX (740) 376-9875 EMAIL twintriversco@aol.com

**City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417**

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for Twin Rivers Construction Co. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = Twin Rivers Construction Co.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
102	Class QC2 Concrete	62	CY		
102	Concrete Staining	357	SF	\$4.50	\$1,606.50
109	Sealing of Concrete Surfaces Non Epoxy	1,026	SY		
109	Sealing of Concrete Surfaces Non Epoxy	1,026	SY	\$8.75	\$8,977.50
109-2	Sealing of Concrete Surfaces - Epoxy Urethane	1,222	SY		
109-2	Sealing of Concrete Surfaces - Epoxy Urethane	1,222	SY	\$28.00	\$34,216.00
134	Structure, Misc. Aesthetic Fascia Panels	1	LS		
134	Sealing of Concrete Surfaces	684	SY	\$28.00	\$19,152.00

An Equal Opportunity Employer



TWIN RIVERS CONSTRUCTION Co.



- ODOT DBE PREQUALIFIED
- EDGE PREQUALIFIED

1489 MASONIC PARK ROAD - Marietta, Ohio 45750 PHONE (740) 373-3047 FAX (740) 376-9875 EMAIL twinriversco@aol.com

5. **This is a subcontract for labor and material. Total Subcontract is for \$63,952.00**
6. **Labor: \$47,964.00 / Material Cost \$15,988.00**
7. **This subcontract was not marked up in order to remain competitive.**
8. **This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 1.06%

Sincerely,

TWIN RIVERS CONSTRUCTION COMPANY

**JEANNE WETZ-ELSWICK
PRESIDENT**

An Equal Opportunity Employer



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

**City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417**

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for First Star Safety, LLC. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = First Star Safety, LLC**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
139	Detour Signing	1	LS		
139	Detour Signing	1	LS	\$7,660.00	\$7,660.00

Eagle Bridge Co.

800 South Van Demark Road - P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 - Fax: (937) 492-3759
eaglebridge@eaglebridge.net

- 5. This is a subcontract for labor only. Total Subcontract is for \$\$7,660.00**
- 6. Labor Only. No material cost. included**
- 7. The Labor on this subcontract was not marked up in order to remain competitive.**
- 8. This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 0.13%

Sincerely,

Eagle Bridge Co.

A handwritten signature in black ink, appearing to read 'Thomas Frantz', with a stylized flourish at the end.

**Thomas Frantz
Vice President**



4 Kovach Drive, Suite 430, Cincinnati, OH 45215 • 513-661-STAR • f: 513-661-7829 • info@firststarsafety.com

September 19, 2016

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

Email: BTA@daytonohio.gov

Please let us know if you have any questions about the information provided below, or if you need anything further. Thank you.

1. Name of Project: Helena Street Bridge Replacement
2. Name of Sub Contractor: First Star Safety, LLC
3. City and State of Sub Contractor: 4 Kovach Dr., Suite 430, Cincinnati, OH 45215
4. Project Work Division: Set up and removal of traffic control items, items 614 (incidental to contract and distributed through line items)
5. Unit Cost: \$7,660.00
6. Material vs. Labor: No break down
7. Markup or Profit: No Permanent Material Provided
8. Trucking: No trucking for this contract
9. Total Subcontract Value: \$7,660.00

"At First Star Safety, LLC, your safety is our first priority!"



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for J & B Steel Co. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = J & B Steel Co.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
101	Epoxy Coated Reinforcing Steel	313,442	LBS		
101	Erect Epoxy Coated Reinforcing Steel	313,442	LBS	\$0.263	\$82,435.25
103	Semi Integral Diaphragm Guide	2	EACH		
103	Erect Epoxy Coated Reinforcing Steel	804	LBS	\$0.263	\$211.45
130	Reinforced Concrete Approach Slabs	134	SY		
130	Erect Epoxy Coated Reinforcing Steel	12,700	LBS	\$0.263	\$3,340.10
131	Reinforced Concrete Approach Slabs	200	SY		
131	Erect Epoxy Coated Reinforcing Steel	20,600	LBS	\$0.263	\$5,417.80

Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

5. **This is a subcontract for labor only. Total Subcontract is for \$91,404.60**
6. **Labor Only. No material cost. included**
7. **The Labor on this subcontract was not marked up in order to remain competitive.**
8. **This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 1.52%

Sincerely,

Eagle Bridge Co.



**Thomas Frantz
Vice President**



ERECTORS

To enhance the quality of life by safely building structures with innovative, educated, professional teams!

**City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417**

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTER

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for J & B Steel Co. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = J & B Steel Co.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
101	Epoxy Coated Reinforcing Steel	313,442	LBS		
101	Erect Epoxy Coated Reinforcing Steel	313,442	LBS	\$0.263	\$82,435.25
103	Semi Integral Diaphragm Guide	2	EACH		
103	Erect Epoxy Coated Reinforcing Steel	804	LBS	\$0.263	\$211.45
130	Reinforced Concrete Approach Slabs	134	SY		
130	Erect Epoxy Coated Reinforcing Steel	12,700	LBS	\$0.263	\$3,340.10
131	Reinforced Concrete Approach Slabs	200	SY		
131	Erect Epoxy Coated Reinforcing Steel	20,600	LBS	\$0.263	\$5,417.80



9430 Sutton Place • Hamilton, OH 45011 • Ph: (513) 874-1722 • Fax: (513) 870-6383

Teamwork • Integrity • Strategic Innovative Process Improvement • Professionalism

Disadvantaged Business Enterprise & Small Business Enterprise Certified • An Equal Opportunity Employer

5. **This is a subcontract for labor only. Total Subcontract is for \$91,404.60**
6. **Labor Only. No material cost. included**
7. **No material / no material markup**
8. **We are not a not a trucking subcontractor.**

Thank you,

Brian Rummel

A handwritten signature in black ink, appearing to read 'B Rummel', written over the printed name.

J&B Steel



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for JLM Trucking, Inc. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = JLM Trucking, Inc.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
	JLM Trucking, Inc. will be utilized as				
	required as part of the following				
	Reference items.				
	ESTIMATE HOURS: 370				
2	Pavement Removed	1,720	SY		
3	Wearing Course Removed	109	SY		
13	Excavation	615	CY		
14	Embankment	1,416	CY		
93	Portions of Structure Removed	1	LS		
96	Unclassified Excavation	1	LS		

An Equal Opportunity Employer

Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45385
Phone: (937) 492-5634 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

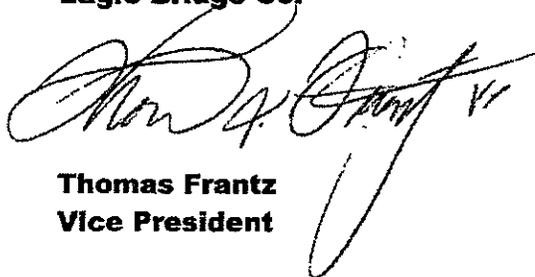
5. **This is a subcontract. Total Subcontract / PO is for \$27,250.00**
6. **This subcontract is for providing Labor and Equipment only, no material included.**
7. **This subcontract purchase order was not marked up in order to remain competitive.**
8. **This is a DBE trucking subcontractor. The estimated number of trucks are 2 to 3 trucks and will be utilized to haul dirt, concrete, or asphalt for waste to be hauled offsite. Trucks would consist of Tandem or Quad Dump Trucks. Estimated Hours: 370 Hours**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 0.45%

Sincerely,

Eagle Bridge Co.

A handwritten signature in black ink, appearing to read "Thomas Frantz" with a stylized flourish at the end.

**Thomas Frantz
Vice President**

JLM TRUCKING, INC.

2537 ONTARIO AVE. DAYTON, OH 45414
PHONE 937-890-0876 CELL 937-430-0876
EIN: 45-4029764

JLMTRK@AOL.COM

**CITY OF DAYTON (OHIO)
HELENA STREET BRIDGE REPLACEMENT
PRIME CONTRACTOR: EAGLE BRIDGE COMPANY
800 SOUTH VAN DEMARK RD. SIDNEY OH 45365**

**JLM TRUCKING INC WILL PROVIDE TRUCK HAULING EXPORT FOR THE
ABOVE MENTIONED PROJECT. IE: ASPHALT, CONCRETE, DIRT.
WE WILL PERFORM APPROXIMATELY 370 HOURS OF TRUCKING AT A
DOLLAR AMOUNT OF \$27,250.00. WE WILL PROVIDE 2 TO 3
TANDEM TO QUAD AXLE TRUCKS FOR THE DURATION OF THE
PROJECT.... AS NEEDED.**

**RESPECTFULLY,
JLM TRUCKING, INC.
LINDA S. MURPHY, PRESIDENT
DBE/SBE
EIN: 45-4029764**



Eagle Bridge Co.

800 South Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second Street, Suite 100
Dayton, OH 45402-1417

September 19, 2016

RE: HELENA ST. BRIDGE DBE LETTERS

Dear Mr. Winburn,

Please see attached information for the DBE participation for the Helena Street Bridge Replacement Project for Rath Builders Supply, Inc. Please let us know if you should have any questions.

- 1. Name of project = Helena Street Bridge Replacement Project**
- 2. Prime Contractor = Eagle Bridge Co.**
- 3. Prime Contractor Location = Sidney, Ohio**
- 4. Material Provider or Subcontractor = Rath Builders Supply, Inc.**

List of items including breakdown:

<u>Ref #</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Price/Unit</u>	<u>Extension</u>
134	Structure, Misc.: Aesthetic Fascia Panels	1	LS		
134	Structure, Misc.: Aesthetic Fascia Panels	1	LS	\$159,260.66	\$159,260.66

Eagle Bridge Co.

800 South Van Damark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

5. **This is a subcontract / purchase order is for material only. Total Subcontract / PO is for \$159,260.66 @ 60 % credit = \$95,556.40**
6. **No Labor, material only.**
7. **This subcontract purchase order was not marked up in order to remain competitive.**
8. **This is not a trucking subcontractor.**

Total Base Bid: \$ 6,026,822.04

Percentage of Bid (DBE): 1.59%

Sincerely,

Eagle Bridge Co.

A handwritten signature in black ink, appearing to read 'Thomas Frantz', with a stylized flourish at the end.

**Thomas Frantz
Vice President**



"A Family Tradition of Quality Building Materials"

07482 State Route 66
P.O. Box 811
Defiance, Ohio 43512
Phone: (419) 782-7284
Fax: (419) 782-3698
A certified MBE/DBE/WBE Company

City of Dayton Human Relations Council
c/o RoShawn Winburn
371 West Second St., Suite 100
Dayton, OH 45402-1417

September 20, 2016

RE: Helena St. Bridge DBE Letters

Dear Mr Winburn,

Please see the attached information for our DBE participation for the Helena Street Bridge Replacement Project.

1. Name of Project: Helena Street Bridge Replacement Project
2. Prime Contractor: Eagle Bridge Co.
3. Prime Contractor Location: Sidney, OH
4. Material Supplier: Rath Builders Supply, Inc.
5. Ref # 134 Structure, Misc., Aesthetic Fascia Panels: 1 LS Cost - \$159,260.66 Material Only
6. No Labor, Material Only
7. 3% Mark-up
8. We are not a trucking subcontractor.

If you have any questions, please contact me at (419)782-7284.

Sincerely,


Sara Varner

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:

HELENA STREET BRIDGE REPLACEMENT

(8% DBE PARTICIPATION)

(FEDERAL CONSTRUCTION FUNDS)

(OPWC ISSUE I FUNDS)

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

**HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<u>ROADWAY</u>					
201E11001	CLEARING AND GRUBBING, AS PER PLAN	1	LS	15,000. ⁰⁰	15,000. ⁰⁰
202E23000	PAVEMENT REMOVED	1720	SY	9. ⁰⁰	15,480. ⁰⁰
202E23500	WEARING COURSE REMOVED	109	SY	30. ⁰⁰	3,270. ⁰⁰
202E30000	WALK REMOVED	6995	SF	1. ⁰⁰	6,995. ⁰⁰
202E32000	STEPS REMOVED	74	FT	9. ⁰⁰	666. ⁰⁰
202E30600	CONCRETE MEDIAN REMOVED	278	SY	22. ⁰⁰	6,116. ⁰⁰
202E32000	CURB REMOVED	2067	FT	5. ⁰⁰	10,335. ⁰⁰
202E34900	PIPE REMOVED	85	FT	10. ⁶⁷	906. ⁹⁵
202E58000	MANHOLE REMOVED	1	EACH	200. ⁰⁰	200. ⁰⁰
202E75000	FENCE REMOVED	400	FT	1. ⁵⁰	600. ⁰⁰
202E58200	INLET REMOVED	2	EACH	200. ⁰⁰	400. ⁰⁰
202E98100	REMOVAL MISC.: BOLLARD	14	EACH	35. ⁰⁰	490. ⁰⁰
202E98200	REMOVAL MISC.: RAILING	50	FT	15. ⁰⁰	750. ⁰⁰

**HELENA STREET BRIDGE REPLACEMENT
8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
203E10000	EXCAVATION	615	CY	10. ⁰⁰	6,150. ⁰⁰
203E20000	EMBANKMENT	1416	CY	10. ⁰⁰	14,160. ⁰⁰
204E10000	SUBGRADE COMPACTION	1741	SY	4. ⁰⁰	6,964. ⁰⁰
SPECIAL4513 100	PRESSURE RELIEF JOINT, TYPE B	141	FT	70. ⁰⁰	9,870. ⁰⁰
607E20000	FENCE, TYPE CL	400	FT	8.50	3,400. ⁰⁰
608E10000	4" CONCRETE WALK	8485	SF	6. ⁰⁰	50,910. ⁰⁰
608E52000	CURB RAMP	314	SF	9. ⁰⁰	2,826. ⁰⁰
623E12000	PRIMARY PROJECT CONTROL MONUMENT, TYPE A	2	EACH	750. ⁰⁰	1,500. ⁰⁰
623E38500	MONUMENT ASSEMBLY	3	EACH	1,250. ⁰⁰	3,750. ⁰⁰
	<u>EROSION CONTROL</u>				
601E32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER	480	CY	55. ⁰⁰	26,400. ⁰⁰
	TOPSOIL	319	CY	10. ⁰⁰	3,190. ⁰⁰
659E10000	SEEDING AND MULCHING	2662	SY	2.50	6,655. ⁰⁰

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
659E14000	REPAIR SEEDING AND MULCHING	134	SY	0.25	33.50
659E15000	INTER-SEEDNG	134	SY	0.25	33.50
659E20000	COMMERCIAL FERTILIZER	0.36	TON	750.00	270.00
659E31000	LIME	0.55	ACRE	1.00	0.55
659E35000	WATER	14	MGAL	10.00	140.00
832E15000	STORM WATER POLLUTION PREVENTION PLAN	1	LS	5,000.00	5,000.00
832E30000	EROSION CONTROL	10000	EACH	1.00	10,000.00
670E00700	DITCH EROSION PROTECTION	137	SY	4.00	548.00
<u>DRAINAGE</u>					
602E20000	CONCRETE MASONRY	0.5	CY	2,000.00	1,000.00
605E06000	4" BASE PIPE UNDERDRAINS	5	FT	50.00	250.00
611E04400	12" CONDUIT, TYPE B, AS PER PLAN	244	FT	50.00	12,200.00
611E06100	15" CONDUIT, TYPE C, AS PER PLAN	184	FT	60.00	11,040.00
611E98150	CATCH BASIN, NO. 3	3	EACH	2,750.00	8,250.00

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
61198180	CATCH BASIN, NO: 3A	2	EACH	2250. ⁰⁰	4500. ⁰⁰
<u>PAVEMENT</u>					
304E20000	AGGREGATE BASE	417	CY	50. ⁰⁰	20,850. ⁰⁰
305E12000	8" CONCRETE BASE	1973	SY	55. ⁰⁰	108,515. ⁰⁰
407E13900	TACK COAT, 702.13	124	GAL	7.50	930. ⁰⁰
407E14000	TACK COAT FOR INTERMEDIATE COURSE	66	GAL	2.50	165. ⁰⁰
441E50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22	72	CY	240. ⁰⁰	17,280. ⁰⁰
441E50200	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448)	72	CY	240. ⁰⁰	17,280. ⁰⁰
452E11010	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	229	SY	60. ⁰⁰	13,740. ⁰⁰
609E30000	CURB, TYPE 8	27	FT	50. ⁰⁰	1,350. ⁰⁰
609E72000	CONCRETE MEDIAN	322	SY	55. ⁰⁰	17,710. ⁰⁰
609E98000	CURB, MISC.: CONCRETE BARRIER CURB	897	FT	27. ⁰⁰	24,219. ⁰⁰

Bid Form (Continued)

**HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<u>LIGHTING</u>					
625E00450	CONNECTION, FUSED PULL APART	20	EACH	<u>64.00</u>	<u>1,280.00</u>
625E10481	LIGHT POLE, DECORATIVE AS PER PLAN	8	EACH	<u>2,300.00</u>	<u>18,400.00</u>
625E23200	NO.4 AWG 5000 VOLT DISTRIBUTION CABLE	4392	FT	<u>2.25</u>	<u>9,882.00</u>
625E25400	CONDUIT, 2", 725.04	630	FT	<u>8.90</u>	<u>5,607.00</u>
625E25500	CONDUIT, 3", 725.04	96	FT	<u>16.20</u>	<u>1,555.20</u>
625E25600	CONDUIT, 4", 725.04	1505	FT	<u>21.75</u>	<u>32,733.75</u>
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	8	EACH	<u>399.00</u>	<u>3,192.00</u>
625E27600	LUMINAIRE, MISC.:DECORATIVE BRIDGE AND PIER LIGHTING	26	EACH	<u>1,300.00</u>	<u>33,800.00</u>
625E30706	PULL BOX, 725.08, 24"	6	EACH	<u>798.00</u>	<u>4,788.00</u>
625E33000	STRUCTURE GROUNDING SYSTEM	1	EACH	<u>3,515.00</u>	<u>3,515.00</u>
625E34001	POWER SERVICE, AS PER PLAN	1	EACH	<u>6,050.00</u>	<u>6,050.00</u>
625E98000	LIGHTING, MISC.: DECORATIVE LIGHTING SYSTEM	1	EACH	<u>39,790.00</u>	<u>39,790.00</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
625E98000	LIGHTING, MISC.: DATA ENABLER	8	EACH	1985. ⁰⁰	15,880. ⁰⁰
<u>TRAFFIC CONTROL</u>					
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST	46	FT	14. ⁶⁵	673. ⁹⁰
63080100	SIGN, FLAT SHEET	23	SF	34. ⁴⁵	792. ³⁵
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	7	EACH	15. ⁰⁰	105. ⁰⁰
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	8	EACH	110. ⁰⁰	880. ⁰⁰
630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	5	EACH	35. ⁰⁰	175. ⁰⁰
646E10200	CENTER LINE	0.22	MILE	12,225. ⁰⁰	2,689. ⁵⁰
646E10300	CHANNELIZING LINE, 8"	245	FT	2. ⁶⁵	649. ²⁵
646E10400	STOP LINE	108	FT	10. ⁹⁰	1,177. ²⁰
646E10500	CROSSWALK LINE	436	FT	7. ⁹⁰	3,444. ⁴⁰

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

TRAFFIC SIGNALS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
625E25400	CONDUIT, 2", 725.04	15	FT.	8.90	133.50
625E25500	CONDUIT, 3", 725.04	15	FT.	16.20	243.00
625E25500	CONDUIT, 3"- 1/2", 725.04	15	FT.	21.00	315.00
625E27521	REMOVAL OF LUMINARE AND REERECTION, AS PER PLAN	2	EACH	350.00	700.00
625E29000	TRENCH	15	FT.	9.45	141.75
632E04911	VEHICULAR SIGNAL HEAD, (LED) 3-SECTION, 12" LENS, 1-WAY, WITH BACKPLATE, AS PER PLAN	8	EACH	675.00	5,400.00
632E04921	VEHICULAR SIGNAL HEAD, (LED) 5-SECTION, 12" LENS, 1-WAY, WITH BACKPLATE, AS PER PLAN	2	EACH	1,120.00	2,240.00
625E20731	PEDESTRIAN SIGNAL HEAD (LED), (COUNTDOWN), Type D2, AS PER PLAN	8	EACH	525.00	4,200.00
632E26001	PEDESTRIAN PUSH BUTTON, AS PER PLAN	8	EACH	187.00	1,496.00
632E30200	MESSENGER WIRE, 7 STRAND, 3/8" DIAMETER WITH ACCESSORIES, AS PER PLAN	303	FT.	9.00	2,727.00
632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	1152	FT.	2.25	2,592.00

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL\$</u>
632E64011	SIGNAL SUPPORT FOUNDATION, AS PER PLAN	2	EACH	<u>3,895.⁰⁰</u>	<u>7,790.⁰⁰</u>
632E67190	POWER CABLE, 1 CONDUCTOR, NO. 8 AWG	210	FT.	<u>1.50</u>	<u>315.⁰⁰</u>
632E69400	SERVICE CABLE, 2 CONDUCTOR, NO. 8 AWG	70	FT.	<u>2.90</u>	<u>203.⁰⁰</u>
632E70000	POWER SERVICE	1	EACH	<u>1,290.⁰⁰</u>	<u>1,290.⁰⁰</u>
632E83001	STRAIN POLE, TYPE TC-81.10, DESIGN 10, AS PER PLAN	1	EACH	<u>6,970.⁰⁰</u>	<u>6,970.⁰⁰</u>
632E83101	STRAIN POLE, TYPE TC-81.10, DESIGN 11, AS PER PLAN	1	EACH	<u>7,425.⁰⁰</u>	<u>7,425.⁰⁰</u>
632E90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN	1	EACH	<u>3,970.⁰⁰</u>	<u>3,970.⁰⁰</u>
633E01551	CONTROLLER UNIT, TYPE TS2/A2, WITH CABINET, TYPE TS2, AS PER PLAN	1	EACH	<u>20,526.⁰⁰</u>	<u>20,526.⁰⁰</u>
633E67100	CABINET FOUNDATION	1	EACH	<u>1,950.⁰⁰</u>	<u>1,950.⁰⁰</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL\$</u>
633E7500	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT	1	EACH	<u>5,890.⁰⁰</u>	<u>5,890.⁰⁰</u>
809E69000	ADVANCE RADAR DETECTION, AS PER PLAN	2	EACH	<u>6,274.⁰⁰</u>	<u>12,548.⁰⁰</u>
809E69100	STOP-BAR RADAR DETECTION, AS PER PLAN	4	EACH	<u>7,083.⁰⁰</u>	<u>28,332.⁰⁰</u>
<u>STRUCTURE (20 FOOT SPAN AND OVER)</u>					
202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN	1	LS	<u>375,000.⁰⁰</u>	<u>375,000.⁰⁰</u>
203E20000	EMBANKMENT	268	CY	<u>10.⁰⁰</u>	<u>2,680.⁰⁰</u>
503E11101	COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN	1	LS	<u>475,000.⁰⁰</u>	<u>475,000.⁰⁰</u>
503E21100	UNCLASSIFIED EXCAVATION	1	LS	<u>50,000.⁰⁰</u>	<u>50,000.⁰⁰</u>
505E11100	PILE DRIVING EQUIPMENT MOBILIZATION	1	LS	<u>20,000.⁰⁰</u>	<u>20,000.⁰⁰</u>
507E00700	16" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN	4840	FT	<u>6.⁰⁰</u>	<u>29,040.⁰⁰</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL\$</u>
507E00750	16" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED	5480	FT	<u>63.⁰⁰</u>	<u>345,240.⁰⁰</u>
507E93300	STEELPOINTS OR SHOES	128	EACH	<u>225⁰⁰</u>	<u>28,800.⁰⁰</u>
509E10000	EPOXY COATED REINFORCING STEEL	313442	LB	<u>0.⁸²</u>	<u>257,022.⁴⁴</u>
511E21530	CLASS QC2 CONCRETE WITH QC/QA, SUPERSTRUCTURE	1042	CY	<u>475⁰⁰</u>	<u>494,950.⁰⁰</u>
511E33500	SEMI-INTEGRAL DIAPHRAGM GUIDE	2	EACH	<u>5,000.⁰⁰</u>	<u>10,000.⁰⁰</u>
511E34450	CLASS QC2 CONCRETE WITH QC/QA, BRIDGE DECK (PARAPET)	62	CY	<u>850.⁰⁰</u>	<u>52,700.⁰⁰</u>
511E40512	CLASS QC1 CONCRETE WITH QC/QA, PIER ABOVE FOOTINGS	231	CY	<u>400.⁰⁰</u>	<u>92,400.⁰⁰</u>
511E43512	CLASS QC1 CONCRETE WITH QC/QA, ABUTMENT INCLUDING FOOTINGS	342	CY	<u>450.⁰⁰</u>	<u>153,900.⁰⁰</u>
511E46012	CLASS QC1 CONCRETE WITH QC/QA, RETAINING WALL ABOVE FOOTINGS	291	CY	<u>825⁰⁰</u>	<u>240,075.⁰⁰</u>
511E46512	CLASS QC1 CONCRETE WITH QC/QA, FOOTING	332	CY	<u>225⁰⁰</u>	<u>74,700.⁰⁰</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL\$</u>
512E1 0051	SEALING OF CONCRETE SURFACES (NON-EPOXY), AS PER PLAN	1026	SY	<u>8.75</u>	<u>8,977.⁵⁰</u>
512E1 0101	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE), AS PER PLAN	1906	SY	<u>28.⁰⁰</u>	<u>53,368.⁰⁰</u>
512E3 3000	TYPE 2 WATERPROOFING	118	SY	<u>25.⁰⁰</u>	<u>2,950.⁰⁰</u>
513E1 0280	STRUCTURAL STEEL MEMBERS, LEVEL 4	738560	LB	<u>1.28</u>	<u>945,356.⁸⁰</u>
513E2 0000	WELDED STUD SHEAR CONNECTORS	4148	EACH	<u>3.⁰⁰</u>	<u>12,444.⁰⁰</u>
514E0 00600	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT	2275	SF	<u>25.⁰⁰</u>	<u>56,875.⁰⁰</u>
514E0 0066	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT	2275	SF	<u>13.⁰⁰</u>	<u>29,575.⁰⁰</u>
516E1 0010	ARMORLESS PREFORMED JOINT SEAL	123	FT	<u>40.⁰⁰</u>	<u>4,920.⁰⁰</u>
516E1 3200	½" PREFORMED EXPANSION JOINT FILLER	42	SF	<u>5.⁰⁰</u>	<u>210.⁰⁰</u>
516E1 3600	1" PREFORMED EXPANSION JOINT FILLER	1214	SF	<u>7.⁰⁰</u>	<u>8,498.⁰⁰</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
516E13900	2" PREFORMED EXPANSION JOINT FILLER	80	SF	<u>10.⁰⁰</u>	<u>800.⁰⁰</u>
516E14020	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL	125	FT	<u>15.⁰⁰</u>	<u>1,875.⁰⁰</u>
516E25000	NYLON REINFORCED NEOPRENE SHEETING	392	SF	<u>9.⁰⁰</u>	<u>3,528.⁰⁰</u>
516E44300	ELASTOMETRIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), 1'-1"x 1'-8"x4 1/16	14	EACH	<u>2,000.⁰⁰</u>	<u>28,000.⁰⁰</u>
516E44400	ELASTOMETRIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), 1'-8"x 2'-3"x5 3/8	5	EACH	<u>2,250.⁰⁰</u>	<u>11,250.⁰⁰</u>
516E44400	ELASTOMETRIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE), 2'-0 x2'-6"x5 3/8	2	EACH	<u>2,500.⁰⁰</u>	<u>5,000.⁰⁰</u>
517E75120	RAILING (CONCRETE PARAPET WITH TWIN STEEL TUBE RAILING)	818	FT	<u>85.⁰⁰</u>	<u>69,530.⁰⁰</u>
518E21200	POROUS BACKFILL WITH FILTER FABRIC	331	CY	<u>80.⁰⁰</u>	<u>26,480.⁰⁰</u>

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	384	FT	10. ⁰⁰	3,840. ⁰⁰
518E40012	6' NON-PERFORATED CORRUGATE PLASTIC PIPE	12	FT	15. ⁰⁰	180. ⁰⁰
523E20000	DYNAMIC LOAD TESTING	2	EACH	3,500. ⁰⁰	7,000. ⁰⁰
523E20500	RESTRIKE	2	EACH	2,500. ⁰⁰	5,000. ⁰⁰
526E15000	REINFORCED CONCRETE APPROACH SLABS (CT=13")	134	SY	165. ⁰⁰	22,110. ⁰⁰
526E30000	REINFORCED CONCRETE APPROACH SLABS (CT=17")	200	SY	190. ⁰⁰	38,000. ⁰⁰
526E90030	TYPE C INSTALLATION	60	FT	200. ⁰⁰	12,000. ⁰⁰
526E90031	TYPE C INSTALLATION, AS PER PLAN	60	FT	300. ⁰⁰	18,000. ⁰⁰
SPECIALE53 000400	STRUCTURE, MISC.: AESTHETIC FASCIA PANELS	1	LS	375,000. ⁰⁰	375,000. ⁰⁰
SPECIALE53 000200	STRUCTURE, MISC.: SALVAGING OF ORNAMENTAL FEATURES	1	LS	20,000. ⁰⁰	20,000. ⁰⁰
SPECIALE53 000400	STRUCTURE, MISC.: BRONZE PLAQUES	2	EACH	3,500. ⁰⁰	7,000. ⁰⁰
SPECIALE53 000400	STRUCTURE, MISC.: RELOCATION OF EXISTING BRONZE PLAQUES	2	EACH	1,500. ⁰⁰	3,000. ⁰⁰

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

MAINTENANCE OF TRAFFIC

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
614E12350	WORK ZONE IMPACT ATTENUATOR	3	EACH	<u>2,100.⁰⁰</u>	<u>6,300.⁰⁰</u>
614E12420	DETOURING SIGN	1	LS	<u>10,000.⁰⁰</u>	<u>10,000.⁰⁰</u>
614E13100	BARRIER REFLECTOR	13	EACH	<u>6⁰⁰</u>	<u>78.⁰⁰</u>
614E13350	OBJECT MARKER, ONE WAY	13	EACH	<u>10.⁰⁰</u>	<u>130.⁰⁰</u>
614E22200	WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I	.41	MILE	<u>6,000.⁰⁰</u>	<u>2,460.⁰⁰</u>
614E24400	WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE I	636	FT	<u>1.⁵⁰</u>	<u>954.⁰⁰</u>
615E25000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B	322	SY	<u>40.⁰⁰</u>	<u>12,880.⁰⁰</u>
616E10000	WATER	6.5	MGAL	<u>10.⁰⁰</u>	<u>65.⁰⁰</u>
622E41000	PORTABLE BARRIER, 32"	629	FT	<u>15.⁰⁰</u>	<u>9,435.⁰⁰</u>

Bid Form (Continued)

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I FUNDS)

INCIDENTALS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
614E11000	MAINTAINING TRAFFIC	1	LS	<u>15,000.⁰⁰</u>	<u>15,000.⁰⁰</u>
619E16010	FIELD OFFICE, TYPE B	12	MNTH	<u>1,500.⁰⁰</u>	<u>18,000.⁰⁰</u>
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	<u>17,500.⁰⁰</u>	<u>17,500.⁰⁰</u>
624E10000	MOBILIZATION	1	LS	<u>175,000.⁰⁰</u>	<u>175,000.⁰⁰</u>
SPECIAL	CONTINGENCY ALLOWANCE	1	LS	<u>\$500,000.00</u>	<u>\$500,000.00</u>
TOTAL BASE BID					<u>\$6,026,822.⁰⁴</u>

HELENA STREET BRIDGE REPLACEMENT
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)
(OPWC ISSUE I 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>TOTALS</u>
TOTAL BASE BID	\$ <u>2,600,000.⁰⁰</u>	\$ <u>3,426,822.⁰⁴</u>	\$ <u>6,026,822.⁰⁴</u>

The time of completion fixed by the City is **December 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 Bid."

NAME	ADDRESS
<u>Richard R. Frantz, PRESIDENT</u>	<u>SIDNEY, OHIO 45365</u>
<u>James J. Frantz, V. PRESIDENT</u>	<u>SIDNEY, OHIO 45365</u>

Bidder is

An Individual
Firm Name

NOT APPLICABLE

Business Address

Telephone

Partnership
Firm Name

NOT APPLICABLE

Members of Firm and
Their Business Address

Telephone

Corporation
Name

Eagle Bridge Co.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Richard Frantz - President

Thomas Frantz - Vice President

Home Office Address

800 S. Vandemark, Sidney OH 45365

Local Address

Telephone 937-492-5654

Fax 937-492-3759

E-Mail Address: eaglebridge@eaglebridge.net

Federal I.D.# 31-1782510

Dated this 7 day of September, 2016

Bidder:

Eagle Bridge Co.

(Person, Firm, or Corporation)

By:

Thomas Frantz - V.P.

Title:

Vice President

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

Not Applicable

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars
on _____ Bank
of _____ is Attached.

Bidder

Not Applicable

Cash in the amount of _____ Dollars is attached.

Bidder

BID BOND

Amount \$ 10% of total 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 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 form attached hereto is accepted and the Contract award to the bidder, Eagle Bridge Co., P O Box 59, Sidney OH 45365 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 1st day of September, 2016.

Eagle Bridge Co.

BY: Thomas J. [Signature]
Bidder

Western Surety Company

BY: Mark N. Coleman
Surety

Attorney-in-fact

Dawson Insurance, Inc.

Name of Insurance Agency

596 Newark-Granville Rd., Granville OH 43023

Address of Insurance Agency

Telephone 740-321-1360 FAX 740-321-1369

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Jeremy S Ball, Stephanie A Rook, Individually, of Ontario, OH
Teresa Bennett, Louis A Colagrossi, Robert W Lampus, Bruce W Lockhart, Lori A Proch, Gary E Roadruck, Kyp L Ross,
Faith A Studeny, Kathy Van Tassel, David J Black, Mary Ann Copley, Elaine M McGrath, Individually, of Rocky River, OH
Mark N Coleman, Linka V Roeser, Individually, of Granville, OH
Sue A Brandal, Individually, of Sandusky, OH, Individually**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2015

ASSETS

Bonds	\$	1,694,282,606
Common stocks		24,218,356
Cash, cash equivalents, and short-term investments		25,339,975
Investment income due and accrued		20,596,996
Premiums and considerations		27,577,388
Amounts recoverable from reinsurers		9,329,459
Federal & foreign income taxes recoverable		3,597,963
Net deferred tax asset		16,095,068
Receivable from parent, subsidiaries, and affiliates		1,645,324
Other assets		1,016,832
Total Assets	\$	1,823,699,967

LIABILITIES AND SURPLUS

Losses	\$	214,978,759
Loss adjustment expense		56,382,252
Other expenses		1,040,680
Taxes, License and fees		2,313,346
Unearned premiums		207,378,031
Advance premiums		5,566,599
Ceded reinsurance premiums payable		1,844,830
Provision for reinsurance		681,280
Other liabilities		10,175,884
Total Liabilities	\$	500,361,661

Surplus Account:		
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,039,266,469
Surplus as regards policyholders	\$	1,323,338,306
Total Liabilities and Capital	\$	1,823,699,967

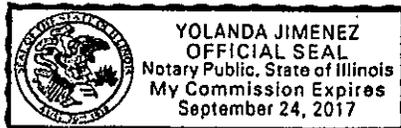
I, ~~Froy Wray~~, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2015, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

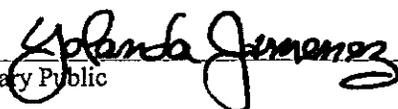
Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 21st day of March, 2016.

My commission expires:




Notary Public

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

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/17/2016

Effective 04/02/2016

Expires 04/01/2017

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity
Other Liability
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$1,823,699,967, liabilities in the amount of \$500,361,661, and surplus of at least \$1,323,338,306.

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

Mary Taylor



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, Thomas J. Frantz hereby certify that _____
(print name – an Officer of the company)

Eagle Bridge Co. meets the following Contractor requirements relating
(company)

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

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

By: Thomas J. Frantz V.Pres.
(signature)

Title: Vice President

Date: September 7, 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 sheet

- 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 sheet

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

J&B Steel Erectors

Freistuler Paving

A&A Safety

Twin Rivers Construction

JLM TOOLING

FIRST STAR SAFETY

ON-site Steel Welding

Cylesby Construction

Bausal Construction

Earth : Boulder's Supply

Armstrong Steel Erectors



Eagle Bridge Co.
 800 S. Van Demark Road ~ P.O. Box 59, Sidney OH 45365
 Phone: (937) 492-5654 ~ Fax: (937) 492-3759
 eaglebridge@eaglebridge.net

Fringe Benefit Detail

City of Dayton / Montgomery County

Carpenters: (Southwest)

Base Rate: \$28.59 Fringes: \$15.87 Total Package: \$44.46 OT Rate: \$42.89

Fringes:

Health & Welfare	\$6.45
Pension	\$6.95
Annuity	\$1.70
Apprentice	\$0.40
Admin Fee	\$0.08
Contractor Dues	\$0.14
UBC National Fund	\$0.10
OCIA	\$0.05

Cement Masons: (Local 132 - District III Dayton)

Base Rate: \$26.77 Fringes: \$16.82 Total Package: \$43.59 OT Rate: \$40.16

Fringes:

Health & Welfare	\$7.29
Pension	\$6.50
Annuity	\$2.10
Apprentice Fund	\$0.60
Contractor Dues	\$0.14
OCIA	\$0.05
Admin Fee	\$0.08
ITF	\$0.06

Laborers: (Local 1410)

Base Rate: \$29.22 Fringes: \$10.59 Total Package: \$39.81 OT Rate: \$43.83

Fringes:

Health & Welfare	\$6.70
Pension	\$3.20
Training & Apprenticeship	\$0.40
LECET	\$0.10
Tri-Fund	\$0.05
Contractor Dues	\$0.14

Operators: (Local 18)

Base Rate: \$33.84 Fringes: \$14.74 Total Package: \$48.58 OT Rate: \$50.76

Fringes:

Pension	\$6.00
Health & Welfare	\$7.66
Apprenticeship	\$0.75
Education & Safety	\$0.09
PAC	\$0.10
Contractor Dues	\$0.14

An Equal Opportunity Employer



800 S. Van Demark Road ~ P.O. Box 59, Sidney OH 45365
Phone: (937) 492-5654 ~ Fax: (937) 492-3759
eaglebridge@eaglebridge.net

Apprentice Training Programs

City of Dayton / Montgomery County

Ohio Carpenters' Joint Apprenticeship & Training Program

OPCMIA, Local 132 Apprenticeship

Ohio Laborers' Heavy-Highway Apprenticeship Program

Ohio Operators Apprenticeship Program

An Equal Opportunity Employer

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

STATE OF Ohio)
COUNTY OF Shelby) SS:

Thomas J. Frantz, being first duly sworn deposes and states that:

(1) He/she is Vice President of
(owner, partner, officer, representative, or agent)
Eagle Bridge Co. that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 7 day of September, 2016.

Thomas J. Frantz V. Pres.

SIGNED

TITLE

Vice President



Julie A Ludwig
NOTARY PUBLIC

Julie A Ludwig
Notary Public, State of Ohio
My Commission Expires August 28, 2021

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 Shelby, ss:

Thomas J. Frantz being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Eagle Bridge Co. ("the Contracting Party").

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

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

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

Labor organization.

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

By: Thomas J. Frantz Vice Pres.
Title: Vice President

STATE OF OHIO,
COUNTY OF Shelby, ss:

Sworn to before me and subscribe in my presence by Thomas J. Frantz
this 7 day of Sept, 2016



Julie A Ludwig
Notary Public
Julie A Ludwig
Notary Public, State of Ohio
My Commission Expires August 28, 2021

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

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

Submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a waiver of the (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. 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 SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. This form must be completed and submitted with your bid if you are requesting a waiver of any goal.

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest within ten (10) business days of the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB or DBE 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.		
5	10	Provided interested MBE/WBE/SBE/DLSB or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name: _____		

**STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
OPWC-ASSISTED CONSTRUCTION PROJECTS**

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator. The Certificate of Compliance must be electronically submitted through the following website: <http://das.ohio.gov/EDD/CCertofCompliance.htm>

>>> Does this bidder have a valid Certificate of Compliance? Yes No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? Yes No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? Yes No

OR

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions? Yes No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

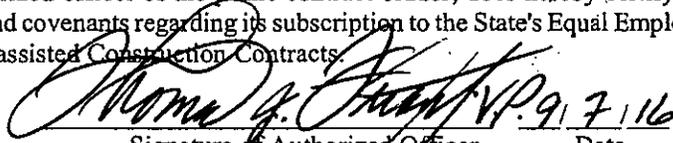
>>> The prime contract bidder hereby adopts the foregoing covenants? Yes No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

Eagle Bridge Co.

P.O. Box 59
Sidney, OH 45365



Signature of Authorized Officer Date
Vice President

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ***The Bidder must circle the appropriate "has or has not" above.***

Eagle Bridge Co.

P.O. Box 59
Sidney, OH 45365

Thomas G. Johnson, V. Pres.
9.7.16

OHIO DEPARTMENT OF TRANSPORTATION



Certificate of Qualification

This certifies that EAGLE BRIDGE CO has been registered by the Ohio Department of Transportation as a prequalified contractor. This certificate of qualification allows your company to submit bids on State Highway Projects up to but not exceeding \$98,604,400 less the contractual amount pending on all incomplete work including ODOT and non-ODOT work. Your certificate will expire on Wednesday, May 31, 2017.

This Certificate limits the holder to the classifications of work listed below:

- | | |
|--|---|
| 1 Clearing & Grubbing | 25 Stud Welding |
| 4 Roadway Excavation & Embankment Construction | 27 Expansion & Contraction Joints, Joint Sealers, Bearing Devices |
| 6 Incidental Grading | 28 Caissons / Drilled Shafts |
| 8 Temporary Soil Erosion & Sediment Control | 29 Structure Repairs |
| 9 Aggregate Bases | 30 Hydrodemolition |
| 10 Flexible Paving | 31 Structural Steel Repairs |
| 12 Rigid Paving | 34 Earth Retaining Structures |
| 13 Pavement Planing, Milling, Scarification | 35 Drainage (Culverts, Misc.) |
| 15 Sawing | 38 Misc. Concrete |
| 19 Structure Removal | 39 Maintenance of Traffic |
| 20 Level 1 Bridge | 40 Waterproofing |
| 21 Level 2 Bridge | 46 Landscaping |
| 22 Level 3 Bridge | 48 Trucking |
| 23 Reinforcing Steel | 53 Piling |
| 24 Structural Steel Erection | 57 Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers |

Director
Department of Transportation

Effective Date: 6/1/2016

Issued Date: 5/15/2016

Certificate Number: 16333

Deputy Director
Division of Construction Management

RICHARD R. FRANZ

1170 University Drive
Sidney, Ohio 45365
937-492-4343

Current Job Title: Chief Field Engineer and Head Estimator

Construction Operations Education/Training:	1973-1977	Enrolled at University of Dayton Graduated with a B.S. in Civil Engineering During summer worked for Frantz Brothers, Inc. as a laborer and field surveyor.
	1981	Licensed in State of Ohio, Professional Engineer
Employment History:	1977 - 1988	Project Engineer for Frantz Brothers, Inc. Building various construction projects including all level of bridge construction and moving mass amount of embankment and excavation
	1988 - 1991	Vice President and Director of Operations of Frantz Brothers, Inc. Responsible for all construction projects from beginning to completion.
	1992-1994	Project Engineer for PBS Construction, Inc. Bidding and building various construction projects and overseeing several field crews.
	1995 - 1996	Project Manager for Beedir Construction. Overseeing field crews and several construction projects to their completion.
	1997 - 2001	Field Engineer and President of Phoenix Bridge Co, Inc. Responsible for construction of all projects, engineering, and negotiating with ODOT personnel on all matters.
	2002-Present	Chief Field Engineer and Head Estimator of Eagle Bridge Co. Responsible for construction of all projects, engineering, and negotiating with ODOT personnel on all matters

THOMAS J. FRANTZ

2343 Armstrong Drive

Sidney, Ohio 45365

937-492-7075

Current Job Title: **VICE** President

Construction Operations Education/Training: 1977-1981 Enrolled at University of Dayton
Graduated with a B.S. in Civil Engineering
During summer worked for Frantz Brothers, Inc. as a laborer and field surveyor.

1982 Wittenberg University
Management Development Course

Employment History: 2001 till Present President of Eagle Bridge Co.

1991-2001 Sales and Design Engineer – Robert Oldham, Ltd. – Sidney, Ohio
Responsible for all engineering and design of modular package waste treatment plants and Lift Stations as well as for Precast Concrete Operation. Project Management and direction of Field Crews. Production Scheduling, Operations Management.

1990-1991 Quality Assurance Engineer – Kard Bridge Products – Minster, Ohio
Responsible for overall Quality Assurance Program for Steel Fabrication plant.
Responsible for coordinating state agencies and their representatives, maintaining state certifications, mill certifications, employee certifications. Working with shop and field personnel to provide supervision and to train company personnel. Coordinating shop and office personnel and maintaining up to date billing and invoicing. Coordinating engineering staff on material take-off for both the shop personnel and estimating departments.

1981-1990 General Operations and Plant Superintendent – United Steel Fabricators, Inc. – Sidney, Ohio.
Responsible for operations of steel fabrication plant for management and personnel.
Responsible for maintaining working relationship between customer and the company

Eagle Bridge References:

**City of Dayton, Ohio
Mr. David Weinandy
Department of Public Works
Division of Civil Engineering
101 West Third Street
P.O. Box 22
Dayton, Ohio 45401
937-333-3840 Phone
934-333-4077 Fax**

**Ohio Department of Transportation
District #7
Ms. Carrie Koesters
1001 St. Marys Road
Sidney, Ohio 45365
937-492-1141 Phone
937-497-9734 Fax**

**City of Springfield, Ohio
Mr. Shawn Wilson
Engineering Department
76 East High Street
Springfield, Ohio 45502
937-324-7700 Phone
937-328-3496 Fax**

**Ohio Department of Transportation
District #7
Mr. Josh Bowman / Ms. Starli Bartlett
1001 St. Marys Road
Sidney, Ohio 45365
937-492-1141 Phone
937-497-9734 Fax**

**Ohio Department of Transportation
District #8
Mr. Mark Wilson
505 South State Route 741
Lebanon, Ohio 45036
513-933-6729 Phone**

Project Name and Location	Name of Firm and Nature of Firms Responsibility	Project Owner's Name and Address; Owner's Project Manager's Name, Phone Number and Email	Actual or Estimated Completion Date (For Projects not completed, provide % by time of work completed.)	Final Size of Project (\$)	Size of Work for which (Final) Firm Self-Performed
ODOT Project 2012-0026 Miami County, Ohio	Eagle Bridge Co. 800 South Vandemark Sidney, Ohio 45365 Prime Contractor	ODOT District #7 Project Manager Rolland Karns 937-538-6294 Rolland.Karns@dot.state.oh.us	June, 2014, 98% Complete	\$ 8,458,024.16	\$ 6,186,198.56
ODOT Project 2012-0027 Allen County, Ohio	Eagle Bridge Co. 800 South Vandemark Sidney, Ohio 45365 Prime Contractor	ODOT District #1 Project Manager Luke Johansen 419-231-3122 Luke.Johansen@dot.state.oh.us	November, 2013	\$ 8,022,664.35	\$ 6,153,946.56
ODOT Project 2006-0480 Butler - Warren Counties, Ohio	Eagle Bridge Co. 800 South Vandemark Sidney, Ohio 45365 Bridge Sub Contractor	ODOT District #8 Project Manager Mark Wilson 513-265-7627 mark.wilson@dot.state.oh.us	November, 2010	\$ 9,318,253.12	\$ 8,601,508.57
ODOT Project 2010-0261 Miami County, Ohio	Eagle Bridge Co. 800 South Vandemark Sidney, Ohio 45365 Prime Contractor	ODOT District #7 Project Manager Carrie Koesters 937-538-1010 carrie.koesters@dot.state.oh.us	September, 2011	\$ 2,694,283.75	\$ 1,802,461.59
ODOT Project 2006-0001 Allen County, Ohio	Eagle Bridge Co. 800 South Vandemark Sidney, Ohio 45365 Bridge Sub Contractor	ODOT District #1 Project Manager John Shanahan Scott Mullins / 419-549-6581 Scott.Mullins@dot.state.oh.us	December, 2006	\$ 2,533,870.88	\$ 2,245,165.42

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: *Heleena Street Bridge Reconstruction* *Dayton, Oh.*
NAME LOCATION

During the performance of this contract:

 Eagle Bridge Co. *P.O. Box 59 Sidney O.* *937-492-5654 Off*
CONTRACTOR ADDRESS TELEPHONE / FAX
45365 *937-492-3759 - 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	<hr/> 10.6% - 11.8%
	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 S 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

Eagle Bridge Co.

certifies that:

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

laborers

Operators

Carpenters

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in 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:

Thomas J. Bryant, Vice Pres. / Eagle Bridge Co.
(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:

Helena Street Bridge Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>JLM TRUCKING, INC.</u> Tax I.D. Number: <u>45-4029769</u> Street Address: <u>2537 ONTARIO AVENUE</u> City/State/ Zip Code: <u>DAYTON, OHIO 45414</u> Phone (area code/#): _____ E-mail: <u>jlmtrk@aol.com</u>						<u>Trucking Subcontractor</u>
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>6,026,822.⁰⁰</u>					Total \$ to subcontract: <u>27,250.⁰⁰</u>	Total % subcontract: <u>0.45%</u>
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name: <u>Thomas J. Frantz, V.P.</u>				<u>800 South Vandemark Road</u>		
Sign Name: <u>Thomas J. Frantz, V.P.</u>				<u>P.O. Box 59</u>		
				City/State/Zip		
				<u>SIDNEY, OHIO 45365</u>		

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street Bridge Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>First Star Safety</u>						<u>Traffic Control - maint. Sub.</u>
Tax I.D. Number: <u>42-1719025</u>						
Street Address: <u>4 Kovach Drive, Suite #30</u>						
City/State/ Zip Code: <u>Cincinnati, Ohio 45215</u>						
Phone (area code/#):	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 6,026,822.⁰⁴ Total \$ to subcontract \$7,600.⁰⁰ Total % subcontract: 0.13%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name: <u>Thomas J. Frantz, V.P.</u>		<u>800 South Vandemark Road</u>	
Sign Name: <u>Thomas J. Frantz, V.P.</u>		<u>P.O. Box 59</u>	
		<u>SIDNEY, OHIO 45365</u>	

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street Bridge Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	<u>J & B Steel, Inc.</u>					<u>Rebar Erection</u>
Tax I.D. Number:	<u>31-1620504</u>					
Street Address:	<u>9430 Sutton Road</u>					
City/State/ Zip Code:	<u>Hamilton, Ohio 45011</u>					
Phone (area code/#):	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 6,026,822.⁰⁴ Total \$ to subcontract \$91,152.⁰⁰ Total % subcontract: 1.51 %

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	<u>Thomas J. Frantz, V.P.</u>	<u>800 South Vandemark Road</u>	
Sign Name:	<u>Thomas J. Frantz, V.P.</u>	<u>P.O. Box 59</u>	
		City/State/Zip	<u>SIDNEY, OHIO 45365</u>

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street BRIDGE Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	<u>Twin Rivers Construction Co.</u>					<u>Concrete Sealer</u>
Tax I.D. Number:	<u>26-0128524</u>					
Street Address:	<u>101 RIVER ROAD</u>					
City/State/ Zip Code:	<u>Marietta, Ohio 45750</u>					
Phone (area code/#):	E-mail: <u>twinriversco@aol.com</u>					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>6,026,822.⁰⁴</u>			Total \$ to subcontract <u>63,952.⁰⁰</u>		Total % subcontract: <u>1.06 %</u>	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name: <u>Thomas J. Frantz, V.P.</u>				<u>800 South Vandemark Road</u>		
Sign Name: <u>Thomas J. Frantz, V.P.</u>				<u>P.O. Box 59</u>		
				City/State/Zip <u>SIDNEY, OHIO 45365</u>		

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street BRIDGE Replacement - City of Dayton, Ohio

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

Firm Name, Tax I.D. Number and Mailing Address		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
		Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:		<u>Roth Builders Supply, Inc.</u>				Material Supplier	
Tax I.D. Number:		<u>34-1534268</u>					
Street Address:		<u>07482 State Route 66 POST OFFICE BOX 811</u>					
City/State/ Zip Code:		<u>Defiance, Ohio 43512</u>					
Phone (area code/#):		E-mail:					
		<u>sevarner@hotmail.com</u>					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		<u>6,026,822.04</u>		Total \$ to subcontract		<u>Max = \$159,265.66</u> <u>Credit = \$95,550.40</u>	Total % subcontract: <u>1.59%</u>
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address			
Print Name: <u>Thomas J. Frantz - V.P.</u>				<u>800 South Vandemark Road</u>			
Sign Name: <u>Thomas J. Frantz - V.P.</u>				<u>P.O. Box 59</u>			
				City/State/Zip			
				<u>SIDNEY, OHIO 45365</u>			

Revised 2/2014

Prime Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street BRIDGE Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	<u>Armstrong Steel Erectors, Inc</u>					<u>Structural Steel ERECTION</u>
Tax I.D. Number:	<u>31-4445261</u>					
Street Address:	<u>50 SOUTH FRONT Street P.O. BOX 577</u>					
City/State/ Zip Code:	<u>NEWARK, OHIO 43058-0577</u>					
Phone (area code/#):	E-mail: <u>ase dmv@ aol.com</u>					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>6,046,822.⁰⁴</u>			Total \$ to subcontract: <u>\$ 202,614.⁴⁰</u>		Total % subcontract: <u>3.36%</u>	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name: <u>Thomas J. Frantz - V.P.</u>				<u>800 South Vandemark Road</u>		
Sign Name: <u>Thomas J. Frantz - V.P.</u>				<u>P.O. Box 59</u>		
				City/State/Zip: <u>SIDNEY, OHIO 45365</u>		

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street BRIDGE Replacement - City of Dayton, Ohio

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.

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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 type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					

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

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name:	<u>Thomas J. Frantz, V.P.</u>	<u>800 South Vandemark Road</u>
Sign Name:	<u>Thomas J. Frantz, V.P.</u>	<u>P.O. Box 59</u>
		City/State/Zip
		<u>SIDNEY, OHIO 45365</u>

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street Bridge Replacement - City of Dayton, Ohio

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					

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

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	800 South Vandemark Road
Print Name:	Thomas J. Frantz, V.P.		P.O. Box 59
Sign Name:	<i>Thomas J. Frantz, V.P.</i>	City/State/Zip	SIDNEY, OHIO 45365

Revised 2/2014

Prime Contractor: Eagle Bridge Co.

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

Project Name:

Helena Street Bridge Replacement - City of Dayton, Ohio

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					

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

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	<u>Thomas J. Frantz - V.P.</u>	<u>800 South Vandemark Road</u>	
Sign Name:	<u>Thomas J. Frantz - V.P.</u>	<u>P.O. Box 59</u>	
		City/State/Zip	<u>SIDNEY, OHIO 45365</u>

Revised 2/2014

PRIME Contractor: Eagle Bridge Co.



City Manager's Report

3

From 3410 - Water Director

Date October 12, 2016

Expense Type Other, (See Description Below)

Total Amount \$16,310.00 (thru 9/2017)

Supplier, Vendor, Company, Individual

Name National Association of Clean Water Agencies (NACWA)

Address P.O. Box 651211
Potomac Falls, VA 20165

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Operating	55000-9970-1159-54	\$16,310.00

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

Description

Annual Membership Dues
National Association of Clean Water Agencies

The Water Department recommends approval of \$16,310.00 to the National Association of Clean Water Agencies (NACWA) for Membership Dues for the period of 10/1/2016-9/30/2017.

NACWA is involved in all facets of water quality protection. Viewed as a stakeholder in both the legislative and regulatory arenas, NACWA has built credible, collaborative relationships with members of Congress, Presidential administrations and the Environmental Protection Agency (EPA). Recent years have reflected heightened involvement in a broadening array of environmental laws and regulations that include the entire scope of ecosystem issues encompassed under the "umbrella" of watershed management, among them nonpoint source pollution control and the protection of air quality and endangered species.

The membership dues are calculated based on the most recent service area population.

The City of Dayton Water Department has been a member of this organization for over 10 years.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____
 Department _____
 City Manager _____

Clerk _____
 Date _____



P.O. Box 651211
 Potomac Falls, VA 20165-9174
 (202) 833-2672
 Federal Tax ID # 23-7088488

INVOICE

INVOICE DATE 09/15/2016
 INVOICE NO. 49146

CUSTOMER NO. 0000006570
 TERMS NET 30 DAYS

BILL TO: City of Dayton Department of Water
~~Tammi L. Clements~~ *Michael Powell*
 Director *Interim Director*
 320 W. Monument Ave.
 P.O. Box 22
 Dayton, OH 45402-3017



DESCRIPTION

AMOUNT

Service Area Population: 300,000

FY 2017 Membership Dues (10/01/2016 - 09/30/2017) \$16,310.00

Membership Dues paid to NACWA are not tax deductible as charitable contributions. Seven percent (7%) of your payment will be spent on lobbying efforts with the intent to influence legislation; and are, therefore, not deductible as a business expense.

TOTAL

\$16,310.00

REMITTANCE SLIP

City of Dayton Department of Water
~~Tammi L. Clements~~ *Michael Powell*
 320 W. Monument Ave.
 P.O. Box 22
 Dayton, OH 45402-3017

Invoice Date 09/15/2016
 Customer No. 0000006570
 Invoice No. 49146

FY 2017 Membership Dues (10/01/2016 - 09/30/2017) \$16,310.00

My utility's Fiscal Year is:

- October 1
- January 1
- July 1
- Other _____

Total Enclosed: \$16,310.00

Please remit payment and this portion of the invoice to
 National Association of Clean Water Agencies
 P.O. Box 651211
 Potomac Falls, VA 20165-9174



EXECUTIVE COMMITTEE

PRESIDENT

Raymond J. Marshall
Executive Director
Narragansett Bay
Commission
Providence, RI

VICE PRESIDENT

Cathy Gerali
District Manager
Metro Wastewater
Reclamation District
Denver, CO

TREASURER

David St. Pierre
Executive Director
Metropolitan Water
Reclamation District of
Greater Chicago
Chicago, IL

SECRETARY

Mark S. Sanchez
Executive Director
Albuquerque-Bernalillo
County Water
Utility Authority
Albuquerque, NM

PAST PRESIDENT

Adel H. Hagekhalil
Assistant Director
City of Los Angeles
LA Sanitation
Los Angeles, CA

CHIEF EXECUTIVE OFFICER

Adam Krantz

September 15, 2016

Tammi Clements
Director
City of Dayton Department of Water
320 W. Monument Ave.
P.O. Box 22
Dayton, OH 45402-3017

Dear Tammi:

Thank you for your membership in NACWA and your continued support in helping us shape the clean water landscape. Enclosed please find your Fiscal Year (FY) 2017 dues invoice, which is accompanied by NACWA's annual report: *The Year-At-A-Glance – Elevating Clean Water as a Top National Priority*. This *Year-At-A-Glance* highlights our shared achievements and the return on investment from your support of NACWA.

The work being done by public agency and private affiliate members alike is creating a culture of innovation and economic as well as environmental improvement in communities from coast to coast. The excitement about how the clean water landscape is changing has sparked a renewed interest and vitality in NACWA's advocacy role. We added nearly 25 new members this year and are excited about our growth in the year ahead as we roll out our central *Every Utility a Member* campaign.

Your utility's support of our collective advocacy has never been more important given recent challenges such as the crisis in Flint, the drought in the west and the growing challenge of wet weather issues and resiliency. Now more than ever – we, as a community, must work together to elevate water as a top national priority and change the clean water paradigm to allow for more flexible, affordable and innovative local approaches to meet our shared water quality goals. With your support and through the *Every Utility a Member* campaign, our objective is to gain access to every congressional office – and federal, regional and state agency – to tell your story, ensure our collective voice is heard and solid policy decisions are being made. In this pivotal election year, your active support in making this goal a reality is critical to our success.

Through my experience leading the Narragansett Bay Commission in Providence, Rhode Island, I can affirm the benefits of sharing success stories and working together to find opportunities for additional innovation and collaboration. I also recognize the growing cost of Clean Water Act requirements and the complex affordability challenges we all face. Your active engagement in NACWA demonstrates your commitment to our shared advocacy goals and ensures that we, as Member Agencies, can learn from and share our respective expertise.

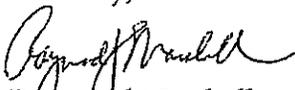
September 15, 2016
Page 2 of 2

I look forward to learning from you and working with you in the year to come.

On behalf of NACWA's Board of Directors, and the National Office staff, we are honored to be working with you and for you. I hope that you will not hesitate to contact me or my fellow officers or the NACWA staff with ways in which we can better collaborate.

Together, we will elevate clean water as a top national priority!

Sincerely,


Raymond Marshall
NACWA President

Enclosures: FY 2017 Dues Invoice
 NACWA Year-At-A-Glance

Water Resources Development Act Resources
 (index.php?option=com_content&view=article&id=2405&Itemid=102)

Wastewater Treatment Agency Dues Structure

Use the following table to determine the annual NACWA dues. Then return to the previous page to fill out the Membership Application (https://www.nacwa.org/index.php?option=com_myforms&form_id=10&Itemid=54).

Service Area Population	FY 2017 DUES
> 6,000,000	\$66,460
> 5,500,000	\$66,460
> 5,000,000	\$66,460
> 4,500,000	\$66,460
> 4,000,000	\$65,660
> 3,500,000	\$62,460
> 3,000,000	\$59,240
> 2,500,000	\$56,050
> 2,000,000	\$52,840
> 1,750,000	\$49,640
> 1,500,000	\$46,440
> 1,250,000	\$43,240
> 1,000,000	\$40,050
> 900,000	\$35,470
> 800,000	\$32,390
> 700,000	\$29,290
> 600,000	\$26,220
> 500,000	\$23,130
> 450,000	\$20,760
> 400,000	\$19,270
> 350,000	\$17,800
> 300,000	\$16,310
> 250,000	\$14,820
> 200,000	\$12,820
> 150,000	\$11,380
> 100,000	\$9,480
> 75,000	\$6,820
> 50,000	\$5,420
> 40,000	\$3,400
> 30,000	\$2,840
> 20,000	\$2,270
> 0	\$1,710

Membership Dues or Contributions to NACWA are not tax deductible as charitable contributions.

8% of your payment to NACWA will be spent on lobbying efforts with the intention to influence legislation; and are, therefore, not deductible as a business expense. This percentage is calculated in accordance with IRS guidelines and based on the IRS definition of lobbying efforts.

National Association of Clean Water Agencies (index.php?option=com_content&view=article&id=20&Itemid=51)
 1816 Jefferson Place N.W., Washington D.C. 20036

(<https://www.google.com/maps/place/1816+Jefferson+PI+NW,+Washington,+DC+20036/@38.906241,-77.042393,15z/data=!4m2!3m1!1s0x89b7b7b86363795b:0xdfa33d33e83ddc1d>), p 202.833.2672, f 888.267.9505, info@nacwa.org (<mailto:info@nacwa.org>)

Terms & Conditions (index.php?option=com_content&view=article&id=514&Itemid=2), ©2016 National Association of Clean Water Agencies



MEMORANDUM

September 30, 2016

TO: Valerie Henderson, Financial Services Supervisor
Department of Finance

FROM: Megan Lappe, Senior Financial Analyst
Department of Water

SUBJECT: National Association of Clean Water Agencies (NACWA)

The Department of Water is seeking membership with the National Association of Clean Water Agencies (NACWA), established in 1970. NACWA is a dynamic nationally-recognized leader in environmental policy and a sought-after technical resource on water quality and ecosystem protection issues has paralleled the maturation of the nation's most successful environmental law – the Clean Water Act.

NACWA is involved in all facets of water quality protection. Viewed as a stakeholder in both the legislative and regulatory arenas, NACWA has built credible, collaborative relationships with members of Congress, Presidential administrations and the Environmental Protection Agency (EPA). Recent years have reflected heightened involvement in a broadening array of environmental laws and regulations that include the entire scope of ecosystem issues encompassed under the “umbrella” of watershed management, among them nonpoint source pollution control and the protection of air quality and endangered species.

The membership dues are calculated based on the most recent service area population (see attached). NACWA membership dues support both NACWA's General Fund, ensuring the delivery of comprehensive, high quality services – as well as the Targeted Action Fund which strengthens the Associations capability to implement its short and long-term regulatory, legislative and legal objectives. The dollars spent work toward efforts to develop more informed rulemaking decisions and have the potential to save public wastewater agencies significant funds in management, operation and capital costs.

The City of Dayton Water Department has been a member of this organization for over 10 years.

Approved:

Michael Powell, Interim Director
Department of Water

Cc: Lisa Burton-Yates
File

19 una una Reading
NO 31527-14 H

BY

NO 31527-14 H

AN ORDINANCE

Approving a Purchase Agreement with Five Rivers MetroParks for Property Adjacent to the Stillwater River; Authorizing the Grant of a Permanent Conservation Easement to Five Rivers MetroParks for the Protection and Enhancement of Riparian Corridors or Watersheds Related to the Stillwater River; and Declaring an Emergency.

WHEREAS, Five Rivers MetroParks is the Grantee of an Ohio Public Works Commission ("OPWC") Project Grant Agreement; and,

WHEREAS, The OPWC Grant requires the Grantee to use the funds to purchase an easement on and restrict the use of the easement property to protect and enhance riparian corridors or watersheds; and,

WHEREAS, The City is the owner of property adjacent to the Stillwater River in the area of DeWeese Parkway which contains invasive honeysuckle plants; and,

WHEREAS, Five Rivers MetroParks will remove invasive honeysuckle plants and reestablish native trees and shrubs to build a stable canopy along the Stillwater River corridor; and,

WHEREAS, This Commission deems it in the public interest to grant said easement; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect at an early date, for the reason that the earliest possible conveyance of the interests in the real estate described herein is essential to the intended projects which may be jeopardized by any undue delay; now, therefore,

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

Section 1. That the Commission approves, and the City Manager is authorized to enter into, a Purchase Agreement, in a form substantially similar to that attached hereto as Exhibit A, for the sale of a conservation easement to Five Rivers MetroParks.

Section 2. That the City Manager is authorized to grant a permanent conservation easement, in a form substantially similar to that attached hereto as Exhibit B, to Five Rivers MetroParks for protection and enhancement of the riparian corridor and watershed along the Stillwater River.

Section 3. That the City Manager is authorized to execute any additional documents required to convey said easement.

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

PASSED BY THE COMMISSION....., 2016

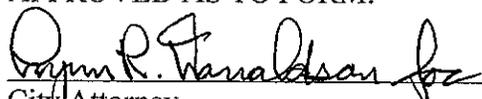
SIGNED BY THE MAYOR....., 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

Exhibit A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of _____, 2016 (the "date of this Agreement"), by and between THE CITY OF DAYTON, OHIO, an Ohio municipal corporation ("Seller"), and FIVE RIVERS METROPARKS, an Ohio body politic and corporate ("Purchaser").

WITNESSETH:

A. Seller currently owns certain improved real property consisting of approximately 34.5732 acres located adjacent to the Stillwater River in the area of DeWeese Parkway in the City of Dayton, Montgomery County, Ohio, and further described in the form of conservation easement attached hereto as EXHIBIT A (the "Property").

B. Seller desires to sell and convey to Purchaser, and Purchaser desires to purchase, a conservation easement on and encumbering the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase, a conservation easement on and encumbering the Property (the "Easement"), on the terms and conditions set forth herein.

2. Purchase Price of Easement. The purchase price for the Easement shall be Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00) (the "Purchase Price"), payable as follows:

(a) Seller has agreed to donate Sixteen Thousand Four Hundred Ninety-Nine and 00/100 Dollars (\$16,499.00) of the Purchase Price, as a credit against the amount payable by Purchaser, leaving a balance due of One and 00/100 Dollar (\$1.00).

(b) The \$1.00 balance of the Purchase Price shall be paid by Purchaser to Seller at the closing.

3. Survey. Prior to closing, if it so elects, Purchaser may obtain, at its sole cost and expense, a survey and description of the Property prepared by a registered surveyor selected by Purchaser, in which case the legal description of the Property prepared by the surveyor selected by Purchaser shall be used in the Easement. The parties acknowledge that Purchaser is applying for a Clean Ohio grant for the purchase of the Easement, and the grant application may request funding for the costs necessary to survey the Property. To the extent the grant includes this funding, Seller will cooperate with Purchaser as necessary to apply the funding toward Purchaser's survey costs.

4. Closing. The closing for the execution, delivery and recording of the Easement and payment of the balance of the Purchase Price shall be held on or before thirty (30) days after receipt of Clean Ohio funding for the removal of honeysuckle and other costs relating to the Property, but no later than November 12, 2016 unless extended by mutual agreement of Seller and Purchaser. The Easement shall be conveyed by a deed of conservation easement in substantially the same form as EXHIBIT A attached hereto. Notwithstanding the foregoing, the parties acknowledge that the form of Easement is subject to approval by the State of Ohio in connection with the Clean Ohio grant, and each agrees not to unreasonably withhold its consent to changes in the form of Easement required in order to obtain the Clean Ohio grant. Seller also shall deliver those documents which are customary in commercial real

estate transactions in Montgomery County, Ohio. At the option of Purchaser, the parties shall close by delivering the appropriate documents and payment to an escrow agent chosen by Purchaser and reasonably acceptable to Seller ("Escrow Agent"), which Escrow Agent shall act in accordance with escrow instructions reasonably agreed upon by Purchaser and Seller.

5. Conveyance. At the closing, Seller upon execution and delivery of the Easement will convey to Purchaser marketable title to the easement interest in the Property created thereby, free from all defects, liens, easements, restrictions, covenants, encroachments and any other encumbrances, except the following (the "Permitted Encumbrances"): (a) real estate taxes and assessments not yet due and payable; (b) existing public highways and utility easements as may be approved by Purchaser pursuant to Section 6 of this Agreement and (c) zoning and building laws, codes and ordinances. The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Section 6 of this Agreement.

6. Title.

(a) Prior to closing, Purchaser may obtain a commitment for an owner's policy of title insurance (the "Commitment") issued by a title insurance company selected by Purchaser (the "Title Company") and dated as of the current date, pursuant to which the Title Company shall commit to issue an ALTA (Form 2006) owner's policy of title insurance insuring Purchaser's easement interest in the Property in the amount of the purchase price for the Easement. If the Commitment shows that Seller does not have marketable, fee simple title to the Property (as determined by Ohio law with reference to the Ohio State Bar Association Standards of Title Examination), or that there are any defects, liens, easements, covenants, encroachments or any other encumbrances, other than those exceptions described in Section 5 of this Agreement, then Purchaser shall notify Seller of its objection to any such matters (the "Title Objections"). Seller may, but shall have no obligation to, remedy or remove the Title Objections. However, if Seller fails or is unable to remove such Title Objections prior to the closing date, then Purchaser's sole remedy shall be either to (i) terminate this Agreement, in which event the parties shall be released from all further obligations under this Agreement or (ii) waive the objections and accept such title as Seller is able to convey, without abatement of the Purchase Price.

(b) At the closing and as a condition to Purchaser's obligation to pay the Purchase Price, the Title Company shall deliver to Purchaser the title policy referred to in the Commitment insuring in Purchaser the easement interest in the Property created by the Easement as Seller is required to convey pursuant to Section 5 of this Agreement.

7. Reserved Rights. Seller shall retain fee ownership of the Property, subject to the Easement. Seller shall retain all responsibilities and shall bear all costs and liabilities of any kind relating to the ownership of the Property, including, but not limited to, the payment of all real estate taxes and assessments.

8. Closing Costs.

(a) Purchaser shall be responsible for and shall pay the entire cost and expense associated with (i) any survey which Purchaser, at its option, may obtain with respect to the Property, (ii) the commitment of a title company to issue a policy insuring title to the Property, (iii) the premium(s) payable in connection with such title insurance policy, (iv) all recording fees payable in connection with the closing, except for those fees payable in connection with the release of any mortgages or other liens on the Property and for all costs and expenses associated with any title corrective work, which shall be Seller's sole responsibility and expense, and (v) the fee charged by the Escrow Agent in connection with the Closing.

(b) Seller shall pay all costs and expenses associated with any title corrective work Seller elects to undertake.

9. Entry for Testing. At all times prior to the date of the closing, Purchaser and its agents, employees, contractors, and representatives shall have the right, at reasonable times so as not to interfere unreasonably with Seller's use of the Property, to enter upon the Property for purposes of conducting soil tests, engineering studies, surveys, environmental assessments, and other testing necessary or appropriate to assess the condition of the Property.

10. Notice. Any notice or other writing required or permitted to be given to a party under this Agreement shall be deemed given when delivered to that party's address as set forth below or when mailed by certified United States mail, postage prepaid, return receipt requested, or when deposited with a nationally recognized overnight courier service, addressed as follows:

- (a) If to Seller: City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402
Attention: Director, Water Department
- (b) If to Purchaser: Five Rivers MetroParks
409 E. Monument Ave., 3rd Floor
Dayton, Ohio 45402

11. Miscellaneous.

(a) This Agreement constitutes the entire agreement between Seller and Purchaser and no change in this Agreement may be made except by an agreement in writing signed by the party against whom enforcement of any change is sought.

(b) This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

(c) This Agreement shall be construed without reference to the titles of the various paragraphs, which are inserted for convenience of reference only.

(d) The covenants, agreements, representations, warranties and obligations of the parties in this Agreement shall survive the closing.

(e) Time is of the essence of this Agreement.

(f) If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Whenever used in this Agreement, the singular shall be deemed to include the plural, and vice versa, and the use of any gender shall be deemed to include all others.

(h) This Agreement may be executed in multiple counterparts each of which shall be deemed an original but together shall constitute one agreement. This Agreement may be executed and delivered via facsimile or PDF, and if so executed and delivered, shall be effective as if an original of this Agreement were executed and delivered.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first set forth above.

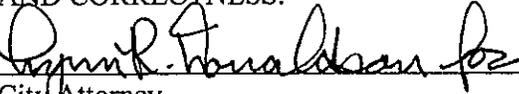
THE CITY OF DAYTON, OHIO,
an Ohio municipal corporation

FIVE RIVERS METROPARKS,
an Ohio body politic and corporate

By: _____
Name:
Title:

By: _____
Rebecca A. Benná
Executive Director

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney *PDF*

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

CONSERVATION EASEMENT

This Conservation Easement (the "Easement"), dated _____, 2016, is made and entered into by and between The City of Dayton, Ohio, an Ohio municipal corporation, whose address is 101 West Third St., Dayton, Ohio 45402 ("Grantor"), Five Rivers MetroParks, a body public and corporate organized under Chapter 1545 of the Ohio Revised Code, whose address is 409 E. Monument Ave., Suite 300, Dayton, Ohio 45402 ("Grantee"), acting pursuant to Ohio Revised Code ("R.C.") Sections 5301.67 through 5301.70, and the Ohio Public Works Commission, 65 East State Street, Suite 312, Columbus, Ohio 43215 ("OPWC"), as its interest may appear herein, for the purpose of preserving the property described herein as open space in perpetuity.

This is an agreement for the sale and purchase of a conservation easement and the monitoring and enforcement of that easement. Specifically, the Grantor agrees to convey and the Grantee agrees to purchase the Easement for Sixteen Thousand-Five Hundred and 00/100 Dollars (\$16,499.00) (such purchase price being donated by Grantor to Grantee as part of the local match for the Grant described herein) and be the holder of the Easement. The Grantee, its successors and assigns, agree to monitor the property described herein in perpetuity and assist with the enforcement of the terms of this Easement. The OPWC agrees to enforce the terms of this Easement, as necessary.

Recitals

- A. Grantor is the owner in fee simple of real property located in Montgomery County, Ohio, as more specifically described in Exhibit A which is attached hereto and made a part hereof ("Protected Property").
- B. Pursuant to the Ohio Public Works Commission Project Grant Agreement dated April 22, 2014 (the "Agreement"), Grantee received a grant from the State of Ohio, acting by and through the Director of the OPWC, pursuant to R.C. 164.20 et seq. (the "Grant"). As a condition of receiving the Grant, Grantee must use the Grant funds to purchase an easement on and restrict the use of the Protected Property to protect and enhance riparian corridors or watersheds, as further set forth herein.
- C. In order to fulfill Grantee's obligations under the Agreement, Grantee must record a conservation easement in order to protect and enhance riparian corridors or watersheds in perpetuity.
- D. Grantee is an entity authorized to receive conservation easements under R.C. 5301.69.

NOW THEREFORE, the parties hereto, for themselves and their successors and assigns, hereby agree to the following:

1. Granting Clause. Grantor, for the consideration set forth above and the mutual promises, conditions and restrictions set forth herein, conveys to Grantee a perpetual conservation easement, as defined by R.C. 5301.67(A), on the Protected Property. The Grantor warrants that Grantor has full authority to grant this Easement, has good and indefeasible fee simple title to the Protected Property described in Exhibit A, that the legal description in Exhibit A is complete and accurate to the best of Grantor's knowledge, and that the Protected Property is free and clear of all liens and encumbrances that are inconsistent with the purpose of this Easement set forth herein. Grantor agrees to defend title to the Protected Property against all lawful claims of all persons.
2. Purpose. It is the purpose of this Easement ("Purpose") to assure that the Protected Property will be maintained for the protection and enhancement of riparian corridors or watersheds, as defined by R.C. 164.22(B) by preserving and protecting the land through a perpetual restriction on the use of the

Protected Property. The conservation value of this project is that it preserves and protects a critical habitat link in the river corridor system and will increase public appreciation for these habitats by improving a visual connection to the Stillwater River. This project protects, enhances, and improves the habitat for a variety of native species. It also includes removal of invasive plant species, which are detrimental to native species of both plants and wildlife. The project protects a floodplain which is critical to both flood storage and reducing sedimentation in the river. It will improve water quality by reducing the impacts of invasive plants and the planting of additional native plants to improve filtration. Public support for conservation will be enhanced through volunteer participation in the plantings.

3. Responsibilities of the Grantor. The Grantor shall be responsible and perform all of the following obligations:
 - a. Grantor shall be responsible for payment of all taxes and assessments levied against the Protected Property.
 - b. Grantor shall be responsible for the upkeep and maintenance of the Protected Property.
4. Responsibilities of the Grantee.
 - a. Grantee shall conduct annual monitoring of the Protected Property to ensure compliance with the terms of this Easement. Grantee shall provide notice to the Grantor of its intent to enter the Protected Property for purposes of the required annual monitoring.
 - b. Grantee shall conduct investigations of any violation or potential violation of this Easement and take appropriate enforcement action. Grantee shall notify the OPWC of any violation or alleged violation. The OPWC reserves the right to conduct an inspection of the Protected Property and enforce the terms of this Easement as set forth in Paragraph 8 below.
5. Restrictions. The parties hereby agree, for themselves and their successors and assigns as future owners of the Protected Property that the Protected Property shall be subject to the following restrictions:
 - a. The Protected Property shall be maintained for the protection and enhancement of riparian corridors or watersheds including the protection and enhancement of streams, rivers, lakes, and other waters of the state.
 - b. Use and development of the Protected Property shall emphasize the following:
 - i. The increase of habitat protection;
 - ii. Inclusion as part of a stream corridor-wide or watershed-wide plan;
 - iii. The provision of multiple recreational, economic, and aesthetic preservation benefits;
 - iv. The preservation or restoration of floodplain and streamside forest functions;
 - v. The preservation of headwater streams;
 - vi. The restoration and preservation of aquatic biological communities.

- c. As specifically set forth in the Agreement, Grantee shall use the Grant funds to survey and mark the property; post the boundaries; control invasive honeysuckle by treating, grounding up, and re-treating the area over an 18 month period to promote forest health, habitat quality and view shed along the river corridor; and re-establishment of native trees and shrubs as necessary to establish a stable canopy along the corridor.
6. Prohibited Uses. Activities on or use of the Protected Property inconsistent with the Purpose of this Easement are prohibited. The following activities and uses are expressly prohibited on the Protected Property, except as otherwise set forth herein:
 - a. Construction/Development. There shall be no construction of new buildings or structures or placing of any dwelling, residence, building, athletic or recreational structure, landing strip, helicopter pad, fence or sign, asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit line, or any other temporary or permanent structure or facility on the Protected Property without the express, prior written consent of OPWC.
 - b. Commercial and Industrial Activity. There shall be no commercial or industrial activity undertaken or allowed on the Protected Property. No right of passage shall be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with such prohibited activities.
 - c. Mining and Mining Operations. Mining or extraction of soil, sand, gravel, oil, natural gas, minerals or other material is prohibited. Any activities associated with mining operations, including drilling, excavating, and transportation of any mined material by vehicle, pipeline, or other means, are also prohibited on or across the Protected Property.
 - d. Hydromodification. Hydromodification projects such as dams, dredging, channelization, sedimentation, and bank clearing are prohibited on the Protected Property.
 - e. Water. There shall be no disturbance of streams or other bodies of water on the Protected Property. Grantor and Grantee shall not transfer, encumber, lease, sell, or otherwise separate water rights from title to the Protected Property itself.
 - f. Waste and Dumping. Dumping, accumulation, or storage of contaminated soil, non-compostable garbage, abandoned vehicles or parts, appliances, machinery, hazardous substances, or toxic or hazardous waste are prohibited.
 - g. Roads. There shall be no building of new roads, parking lots, or other paved surfaces, or the widening of such existing surfaces on the Protected Property without the express, prior written consent of OPWC.
 - h. Utility Services and Septic Systems. Activities described in the existing utility easements or rights-of-way on the Protected Property recorded in the Official Land Records in Montgomery County as of the date this Easement is recorded are permitted. Otherwise, the granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunication towers, wind farms, or other similar types of utilities is prohibited.
 - i. Motorized Vehicle Use. There shall be no use of motor vehicles on the Protected Property or grant of permission for such use except as necessary for law enforcement and public safety purposes, or as deemed necessary by the Grantee.

- j. Surface Alterations. There shall be no removal, filling, or other disturbances of soil surface, and no changes in topography, surface or subsurface water systems, wetlands, or natural habitat.
7. Grantor's Reserved Rights. Grantor reserves for itself, its successors and assigns, all rights and privileges as owner of the Protected Property to use the Protected Property for all purposes that are not expressly prohibited by this Easement and are not inconsistent with the Purpose of this Easement. The following rights are expressly reserved by the Grantor:
 - a. Conveyance. Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is made subject to this Easement and written notice is provided to Grantee and the OPWC in accordance with Paragraph 14 below.
 - b. Signage. Grantor may place interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as "no hunting," "no trespassing" or similar signs on the Protected Property.
8. Rights and Remedies of Grantee and the OPWC. In order to comply with and enforce the terms of this Easement, the Grantee and the OPWC shall have the following rights and remedies:
 - a. Right of Entry. Grantee shall have the right to enter the Protected Property in a reasonable manner and at a reasonable time, with advance notice to the Grantor, for the purposes of: (i) inspecting the Protected Property to determine if Grantor is complying with the provisions of this Easement; and (ii) obtaining evidence for the purpose of seeking judicial enforcement of this Easement. OPWC shall have the right to enter the Protected Property after notifying Grantor as needed to exercise its rights pursuant to this Section 8 of this Easement. All notices to the Grantor under this Paragraph may be made either in writing or verbally, at the discretion of the party providing the notice.
 - b. Right of Enforcement. If Grantee, in its discretion, determines that a material and potentially irreversible violation of this Easement has occurred or is imminent, Grantee and/or the OPWC may take legal action, without prior notice to Grantor, to enforce the terms of this Easement, to enjoin the violation, and/or to require Grantor to restore the Protected Property to its condition prior to the violation. If Grantee determines that a minor, or reversible, violation has occurred or is threatened, and that such violation should be remedied or prevented, Grantee shall first inform Grantor in writing of the nature of the violation, and request Grantor to take corrective action to cure or avoid the violation and/or to restore any damage to the Protected Property that has occurred as a result of the violation. If Grantor fails to correct any such violation within a reasonable period of time (not to exceed 30 days), Grantee and/or the OPWC may take appropriate legal action to enjoin the violation and/or to require Grantor to restore the Protected Property to its condition prior to the violation.
 - c. Right of Enforcement of the Ohio Public Works Commission. The restrictions set forth in this Easement shall be perpetual for the benefit of, and shall be enforceable by, the OPWC. The OPWC shall have the right to enforce all restrictions, conditions, and covenants of both Grantor and Grantee set forth herein by any proceedings at law or in equity. The OPWC may exercise this right of enforcement under any authority available under state or federal law if Grantee fails or is unable to enforce any of the terms of the Easement, as determined in the sole discretion of the OPWC Director. No delay or omission by Grantee or the

OPWC in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver thereof.

- d. [Intentionally omitted.]
 - e. Remedies. In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor at Grantor's last known post office address of such violation via certified mail, return receipt requested, with a copy to the OPWC, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce, by proceedings at law or in equity, the provisions of this Easement, including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of the recording of this Easement. Grantee shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of the Easement by any prior failure to act. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the intended use of the Protected Property, Grantee may pursue its remedies under this Section 8(e) without prior notice to the Grantor or without waiting for the period for cure to expire. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to acts or other occurrences beyond the Grantor's control, such as changes caused by fire, flood, or storm. Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the Purpose of this Easement, whether caused by the acts or omissions of Grantor or third parties.
 - f. Other Remedies. Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and Grantor waives any bond requirement otherwise applicable to any petition for such relief. Grantee shall have the right to report to regulatory authorities any environmental conditions or any potential or actual violations of environmental laws, including noxious weed laws, with respect to the Protected Property.
9. Perpetual Burden and Modification of Easement. This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor and the Grantee, their heirs, successors, agents, and assigns. This Easement shall not be amended, released, extinguished or otherwise modified without the prior written consent of the OPWC, which consent may be withheld in its sole and absolute discretion.
 10. Liquidated Damages. If Grantee, or its successors or assigns as owner of the Protected Property, fails to observe the conditions and restrictions set forth herein, Grantee or its successors or assigns as applicable shall pay to the OPWC, upon demand, as liquidated damages, an amount equal to the sum of the following: (a) an amount equal to all Grant funds disbursed to Grantee; and (b) liquidated damages equal to one hundred percent (100%) of the funds disbursed by the OPWC together with interest accruing at the rate of six percent (6%) per annum from the date of the award of the Grant. Grantee acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event of a violation of this Easement, the determination of which is not readily ascertainable. Failure by the OPWC to proceed with such enforcement shall in no event constitute a waiver of the right to enforce the original violation at a later date or a subsequent violation.

11. Transfer of the Easement. Grantor and Grantee acknowledge that the Grant for this Easement is specific to Grantee and that the OPWC's approval of Grantee's application for the Grant was made in reliance on Grantee's continued ownership and control of the easement through its successors and assigns. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the easement without the prior written consent of the OPWC which consent may be withheld by either in their sole and absolute discretion, and with notice to the Grantor.
12. Severability. Each provision of this Easement is independent of and severable from the remainder of this Easement. If any provision contained herein shall be held to be invalid or unenforceable, or not to run with the land, such holding shall not affect the validity or enforceability of the remaining provisions of this Easement.
13. Notices. Notices or any communication relating to this Easement shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company. Notices or communications may also be personally delivered. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party hereto shall notify the other parties of a change of address according to the provisions of this paragraph. The notice addresses of the parties are as follows:

Grantor: City of Dayton, Ohio
101 West Third St.
Dayton, Ohio 45402
Attention: Law Department

Grantee: Five Rivers Metro Parks
409 E. Monument Ave.
Suite 300
Dayton, Ohio 45402
Attention: Executive Director

OPWC: Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, Ohio 43215
Attn: Director

(remainder of page intentionally left blank)

To have and to hold unto Grantee and the OPWC for perpetuity, the covenants agreed to and restrictions imposed, as aforesaid, shall be binding upon the Grantor, its heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Conservation Easement to be executed this ____ day of _____, 20__.

GRANTOR:

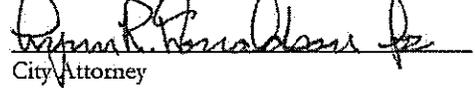
CITY OF DAYTON, OHIO

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:


City Attorney

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for Montgomery County, Ohio personally appeared _____, the _____ of the City of Dayton, Ohio, an Ohio municipal corporation, who acknowledged that he/she is fully authorized to sign this Conservation Easement; that this instrument is the voluntary act and deed of such officer and the City of Dayton, and that his/her signature appears hereon as his/her voluntary act and deed for the purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Dayton, Ohio this ____ day of _____, 20__.

Notary Public

Acceptance by Grantee

GRANTEE:

FIVE RIVERS METROPARKS

By: _____

Name: Rebecca A. Benná

Title: Executive Director

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for Montgomery County, Ohio personally appeared Rebecca A. Benná, of Five Rivers MetroParks, an Ohio body public and corporate, who acknowledged that she is fully authorized to sign this Conservation Easement; that this instrument is her voluntary act and deed and the voluntary act and deed of Five Rivers MetroParks, and that her signature appears hereon as her voluntary act and deed for the purposes herein set forth.

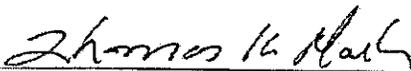
IN WITNESS WHEREOF, I have hereunto subscribed my name at Dayton, Ohio this __ day of _____, 20__.

Notary Public

Attachment: Description of Property

Thence, S 04°33'43" E, for a Distance of 234.29 Feet to a point;
Thence, S 01°41'54" W, for a Distance of 164.22 Feet to a point;
Thence, S 06°17'29" E, for a Distance of 104.45 Feet to a point;
Thence, S 00°54'30" W, for a Distance of 194.22 Feet to a point;
Thence, N 71°08'14" E, for a Distance of 103.78 Feet to a point;
Thence, S 33°33'26" E, for a Distance of 131.19 Feet to a point;
Thence, N 06°16'37" E, for a Distance of 271.90 Feet to a point in the west right-of-way of DeWeese Parkway (having a width of 100.00' feet);
Thence, in a southeasterly direction with a curve to the right with the said DeWeese Parkway west right-of-way having a radius of 4935.50 feet, an arc distance of 447.45 feet, a central angle of 5°11'40" the chord of which bears S 05°55'19" E a distance of 447.29 feet to point;
Thence, S 05°01'07" W, for a Distance of 114.05 Feet to a point;
Thence, S 05°05'55" W, for a Distance of 340.06 Feet to a point;
Thence, S 00°46'35" E, for a Distance of 405.22 Feet to a point;
Thence, S 02°55'46" E, for a Distance of 278.44 Feet to a point;
Thence, S 00°44'56" E, for a Distance of 220.31 Feet to a point;
Thence, S 00°39'14" W, for a Distance of 224.17 Feet to a point;
Thence, S 10°34'58" E, for a Distance of 259.83 Feet to a point;
Thence, S 12°32'26" E, for a Distance of 283.19 Feet to a point;
Thence, S 09°32'36" E, for a Distance of 321.11 Feet to a point;
Thence, S 05°41'04" E, for a Distance of 313.49 Feet to a point;
Thence, S 08°04'55" E, for a Distance of 342.71 Feet to a point;
Thence, S 07°28'37" E, for a Distance of 348.07 Feet to a point;
Thence, S 15°19'45" E, for a Distance of 129.03 Feet to a point;
Thence, S 11°53'24" E, for a Distance of 80.37 Feet to the *True Point of Beginning*,
Said easement Containing 8.8262 Acres.

This description prepared by McDougall-Marsh Land Surveyors, based on a survey made by same in January-February 2015. Bearings are based on MOT-Ridge-18 plans, recorded in Plat Book 220, Page 2.


Thomas K. Marsh, P.S. #7735

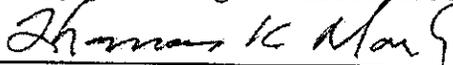


Thence, N 09°50'08" W, for a Distance of 164.17 Feet to a point;
Thence, N 09°54'05" W, for a Distance of 343.22 Feet to a point;
Thence, N 10°46'33" W, for a Distance of 351.66 Feet to a point;
Thence, N 14°22'35" W, for a Distance of 354.18 Feet to a point;
Thence, N 14°26'15" W, for a Distance of 250.42 Feet to a point;
Thence, N 73°55'23" E, for a Distance of 60.00 Feet to a point;
Thence, N 00°31'46" E, for a Distance of 53.04 Feet to a point on the south right-of-way of Siebenthaler Drive;
Thence, S 89°28'14" E, with the south line of said Siebenthaler Drive for a distance of 27.84 feet to a point on the westerly edge of the Stillwater River;

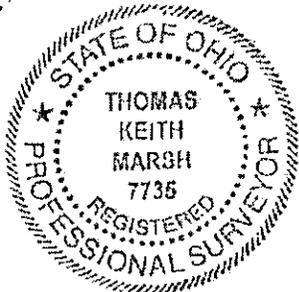
Thence, continuing through said City of Dayton Lands, and along the westerly edge of the Stillwater River for the following seventeen (17) courses;

Thence, S 11°42'05" E, for a Distance of 297.84 Feet to a point;
Thence, S 15°13'02" E, for a Distance of 336.40 Feet to a point;
Thence, S 19°27'11" E, for a Distance of 294.43 Feet to a point;
Thence, S 15°24'54" E, for a Distance of 421.74 Feet to a point;
Thence, S 01°47'07" E, for a Distance of 419.11 Feet to a point;
Thence, S 07°46'08" E, for a Distance of 287.44 Feet to a point;
Thence, S 14°34'57" E, for a Distance of 516.90 Feet to a point;
Thence, S 03°02'23" E, for a Distance of 593.96 Feet to a point;
Thence, S 00°26'31" E, for a Distance of 355.32 Feet to a point;
Thence, S 03°35'11" E, for a Distance of 397.53 Feet to a point;
Thence, S 14°47'12" E, for a Distance of 356.44 Feet to a point;
Thence, S 08°49'42" E, for a Distance of 496.81 Feet to a point;
Thence, S 03°08'23" E, for a Distance of 306.14 Feet to a point;
Thence, S 07°54'32" W, for a Distance of 268.77 Feet to a point;
Thence, S 20°55'21" E, for a Distance of 300.90 Feet to a point;
Thence, S 19°04'46" E, for a Distance of 317.31 Feet to a point on the north line of said Ridge Avenue;
Thence, S 63°31'11" W, along the north line of said Ridge Avenue for a distance of 30.94 feet to the *True Point of Beginning*, Said easement Containing 25.7470 Acres.

This description prepared by McDougall-Marsh Land Surveyors, based on a survey made by same in January-February 2015. Bearings are based on MOT-Ridge-18 plans, recorded in Plat Book 220, Page 2.



Thomas K. Marsh, P.S. #7735



City of Dayton – Five Rivers MetroParks
Environmental Easement East
DeWeese Parkway

Situate in the City of Dayton, Montgomery County, Ohio and bounded on the south by the north right-of-way line of Ridge Avenue, on the north by the south right-of-way line of Siebenthaler Avenue, on the west by the easterly edge of the Stillwater River at its mean water level more or less, on the east as determined by natural limits created by dense undergrowth more or less and being more particularly described as follows:

Beginning at point on the north right-of-way line of Ridge Avenue, which is located radial to centerline station 2+65.00 and being 41.00' left of said station as shown on MOT-Ridge-18 plans, recorded in Plat Book 220, Page 2 and being the *True Point of Beginning* of the herein described easement;

Thence, through said City of Dayton Lands, along the easterly edge of the Stillwater River more or less for the following seventeen (17) courses;

Thence, N 39°11'42" W, for a Distance of 34.71 Feet to a point;
Thence, N 13°57'51" W, for a Distance of 526.29 Feet to a point;
Thence, N 07°08'31" W, for a Distance of 385.93 Feet to a point;
Thence, N 07°42'28" W, for a Distance of 483.26 Feet to a point;
Thence, N 09°50'27" W, for a Distance of 388.08 Feet to a point;
Thence, N 07°39'57" W, for a Distance of 458.72 Feet to a point;
Thence, N 04°12'12" W, for a Distance of 436.91 Feet to a point;
Thence, N 00°36'50" W, for a Distance of 395.48 Feet to a point;
Thence, N 05°09'20" W, for a Distance of 381.09 Feet to a point;
Thence, N 17°26'53" W, for a Distance of 418.70 Feet to a point;
Thence, N 01°45'50" W, for a Distance of 370.40 Feet to a point;
Thence, N 05°51'17" W, for a Distance of 355.25 Feet to a point;
Thence, N 18°15'53" W, for a Distance of 482.24 Feet to a point;
Thence, N 17°12'30" W, for a Distance of 357.55 Feet to a point;
Thence, N 12°10'46" W, for a Distance of 333.00 Feet to a point;
Thence, N 00°31'46" E, for a Distance of 58.14 feet to a point on the south right-of-way of Siebenthaler Drive;
Thence, S 89°28'14" E, with the south line of said Siebenthaler Drive for a distance of 20.00 feet to a point;

Thence, continuing through said City of Dayton Lands for the following twenty-seven (27) courses;

Thence, S 17°03'38" E, for a Distance of 108.19 Feet to a point;
Thence, S 14°24'14" E, for a Distance of 431.04 Feet to a point;
Thence, S 20°42'31" E, for a Distance of 237.14 Feet to a point;
Thence, S 17°26'50" E, for a Distance of 276.79 Feet to a point;
Thence, S 15°25'30" E, for a Distance of 178.69 Feet to a point;

EXHIBIT A
Description of Real Property

City of Dayton – Five Rivers MetroParks
Environmental Easement West
Riverside Avenue

Situate in the City of Dayton, Montgomery County, Ohio and bounded on the south by the north right-of-way line of Ridge Avenue, on the north by the south right-of-way line of Siebenthaler Avenue, on the west by a line that is 10.00 east of and parallel more or less to the east curb line of the north bound lanes of Riverside Avenue and on the east by the westerly edge of the Stillwater River at its mean water level more or less and being more particularly described as follows:

Beginning at point on the north right-of-way line of Ridge Avenue, which is located perpendicular to centerline station 0+60.00 and being 34.50' left of said station as shown on MOT-Ridge-18 plans, recorded in Plat Book 220, Page 2 and being the *True Point of Beginning* of the herein described easement;

Thence, through said City of Dayton Lands, for the following thirty-three (33) courses;

Thence, N 63°55'51" W, for a Distance of 15.75 Feet to a point;
Thence, N 23°13'59" W, for a Distance of 63.10 Feet to a point;
Thence, N 19°55'25" W, for a Distance of 200.24 Feet to a point;
Thence, N 21°23'10" W, for a Distance of 264.07 Feet to a point;
Thence, N 19°47'28" W, for a Distance of 205.00 Feet to a point;
Thence, N 16°15'01" W, for a Distance of 205.87 Feet to a point;
Thence, N 14°19'23" W, for a Distance of 203.96 Feet to a point;
Thence, N 11°41'49" W, for a Distance of 211.41 Feet to a point;
Thence, N 09°01'57" W, for a Distance of 210.03 Feet to a point;
Thence, N 06°13'06" W, for a Distance of 227.89 Feet to a point;
Thence, N 05°24'22" W, for a Distance of 239.52 Feet to a point;
Thence, N 09°14'49" W, for a Distance of 108.63 Feet to a point;
Thence, N 12°12'41" W, for a Distance of 81.70 Feet to a point;
Thence, N 15°38'01" W, for a Distance of 138.01 Feet to a point;
Thence, N 19°22'06" W, for a Distance of 149.39 Feet to a point;
Thence, N 18°57'44" W, for a Distance of 155.53 Feet to a point;
Thence, N 14°20'00" W, for a Distance of 169.20 Feet to a point;
Thence, N 09°01'06" W, for a Distance of 134.83 Feet to a point;
Thence, N 04°06'27" W, for a Distance of 154.78 Feet to a point;
Thence, N 01°06'25" E, for a Distance of 153.47 Feet to a point;
Thence, N 03°21'30" E, for a Distance of 322.48 Feet to a point;
Thence, N 03°20'50" E, for a Distance of 325.16 Feet to a point;
Thence, N 03°20'37" E, for a Distance of 200.35 Feet to a point;
Thence, N 00°43'53" E, for a Distance of 146.75 Feet to a point;
Thence, N 05°34'46" W, for a Distance of 179.43 Feet to a point;



MEMORANDUM

October 4, 2016

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

FROM: Michael Powell, Interim Director
Department of Water

*Michael Powell
for Mike Powell*

SUBJECT: Clean Ohio Fund Green Space Conservation Legislation

Please find attached legislation approving and authorizing a purchase agreement and permanent conservation easement to Five Rivers MetroParks. These documents are associated with Five Rivers MetroParks award of a Ohio Public Works Commission Clean Ohio Fund Green Space Conservation grant.

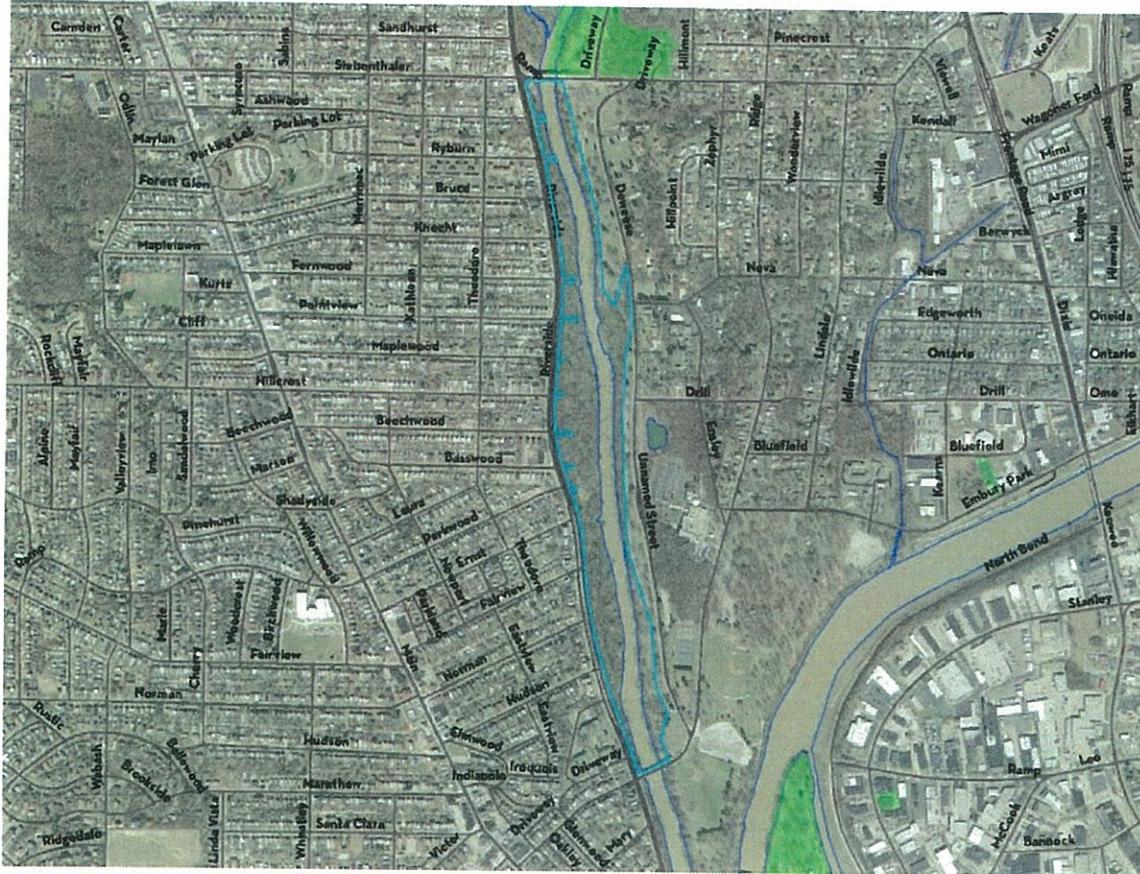
The City of Dayton owns the property along Riverside between Siebenthaler and Ridge Avenue which is requested as the local match for the Five Rivers MetroParks grant application to the Ohio Public Works Commission. The property value has been appraised at \$16,500, and the legal description of the easement has been updated accordingly. The documents have been reviewed and approved by the Department of Law and are ready for execution.

This green space conservation activity is in support of the Ohio EPA Storm Water Permit and the City of Dayton Sustainability Resolution #6010-14 approved by Commission on January 29, 2014. For additional information, please call myself or Michele Simmons at x3734.

c: T. Clements
J. Parlette
M. Simmons

10/04/16 11:11

Site Plan



2nd Reading

5.

BY

NO 31526-16

AN ORDINANCE

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

WHEREAS, The City Commission on June 15, 2016, by Resolution No. 6194-16, declared its intention to vacate the alley west of North Gettysburg Avenue from the alley north of West Third Street to Frances Avenue; and,

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the alley west of North Gettysburg Avenue from the alley north of West Third Street to Frances Avenue be vacated; and,

WHEREAS, The City Plan Board has approved said vacation; and,

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

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

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

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

is hereby vacated. The vacation shall be subject to the following conditions:

- A. The vacated area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. Time Warner Cable shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner Cable these facilities may be relocated or abandoned at the expense of the applicant.

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

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

MEMORANDUM



September 23, 2016

TO: Shelley Dickstein
City Manager

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

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

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action.

Petition No. 21134 requesting the vacation was received from Macedonia Baptist Church on May 16, 2016. Resolution No. 6194-16 declaring the Commission's intention to vacate was adopted on June 15, 2016. The Board of Revision of Assessments recommended the vacation on August 15, 2016. The vacation will enable the abutting property owner to consolidate this property.

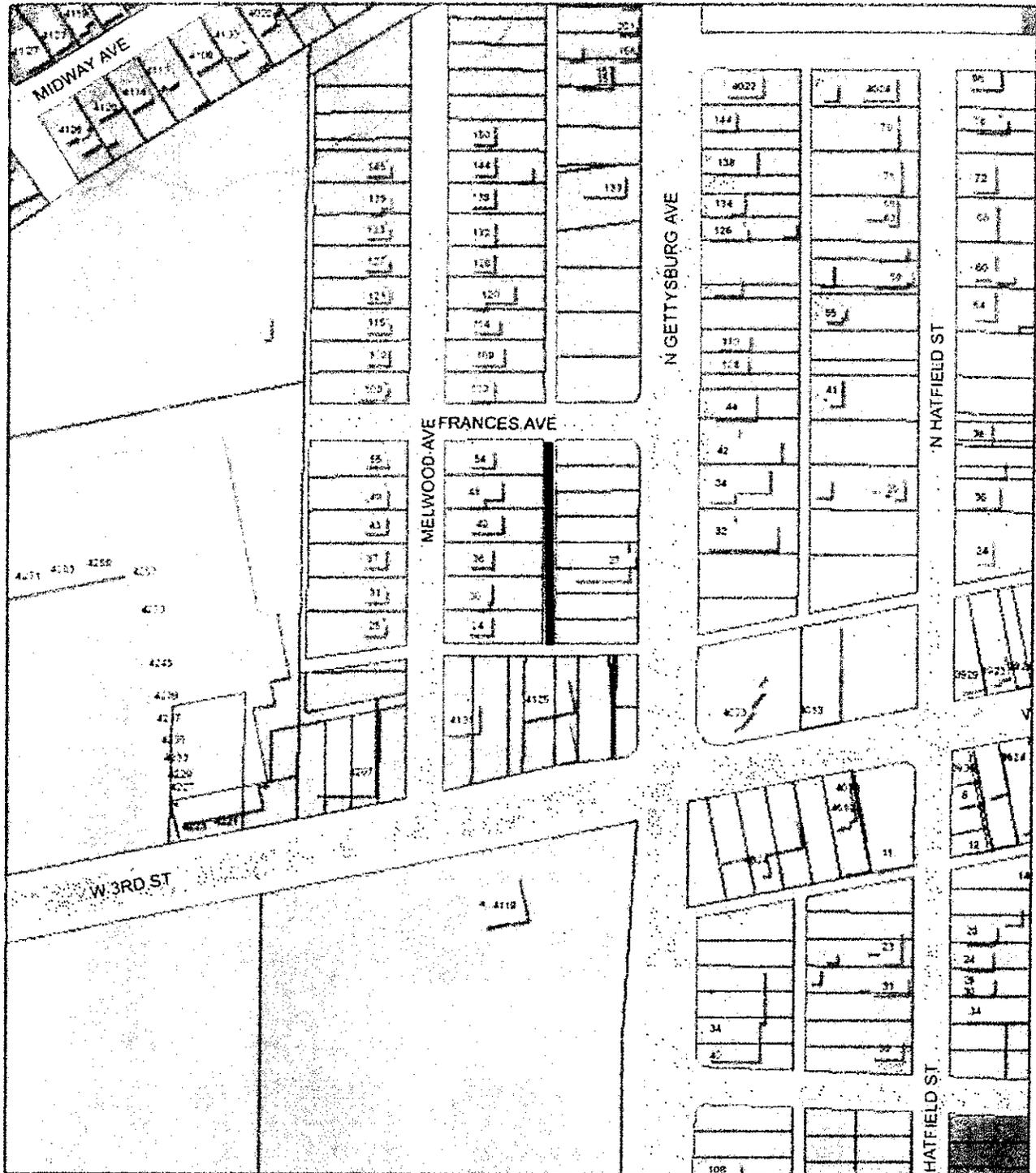
If you have any additional questions, please contact me at 3839.

JRW

Attachments

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

Vacation of the Alley West of North Gettysburg Avenue



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
 1 inch = 200 feet
 5/25/2016