



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

NOVEMBER 2, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

HUMAN RESOURCES

- A1. Government Jobs.Com dba Neogov (software licenses, setup, implementation, training and support services) \$54,000.00**

1. (Cont'd):

RECREATION & YOUTH SERVICES

B1. Double Jay Construction Inc. (professional property renovation services) **\$21,900.00**

WATER

C1. Interstate Ford, Inc. (one new 2017 Ford Explorer 4X4) **30,761.00**

C2. Flottweg Separation Technology, Inc. (rebuild services, related parts and maintenance as needed through 12-31-16) **87,712.00**

-Depts. of Human Resources, Recreation & Youth Services and Water.

Total: \$194,373.00

B. Construction Contracts:

2. **Double Jay Construction, Inc. – Award of Contract** – for the Ralliston Avenue Water Main Improvements (5% MBE Goal/5.58% Achieved, 5% WBE Goal/5.60% Achieved, and 10% SBE Goal/11.17% Achieved) – Dept. of Water/Water Engineering. **\$276,504.00**
(Thru 2/2018)

3. **Double Jay Construction, Inc. – Award of Contract** – for the Ace Place Water Main Improvements (5% MBE Goal/5.55% MBE Achieved, 5% WBE Goal/5.56% WBE Achieved and 15% SBE Goal/17.9% SBE Achieved) – Dept. of Water/Water Engineering. **\$298,699.00**
(Thru 3/2018)

4. **Double Jay Construction, Inc. – Award of Contract** – for the Hoover Avenue Water Main Improvements (15% MBE Participation/15.02% MBE Achieved) (5% WBE Participation/5% WBE Achieved) (5% SBE Participation/5% SBE Achieved) – Dept. of Water/Water Engineering. **\$925,804.00**
(Thru 8/2018)

5. **Various – Award of Contract** – for asbestos remediation services:
D.S.E.A. Services, Inc.
Environmental Demolition Group, LLC
Ohio Technical Services, Inc.
Rainbow Environmental Services, Inc.
-Dept. of Planning & Community Development/CD/Housing. **Total: \$500,000.00**
(Thru 2/2019)

C. Revenue to the City:

6. **Dayton Public Schools – Service Agreement** – for the appointment and employment of classified employees – The Civil Service Board. **\$300,000.00**
(Thru 8/31/19)

7. **Do-It, Inc. – Contract Modification** – for Addendum for Exercise of Second Option Extension for the continuation of lease covering the operation of T-Hangar Facilities at the Dayton-Wright Brothers Airport – Dept. of Aviation.

\$97,321.20
(Thru 10/2026)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

8. **No. 31530-16** Authorizing the Sale of Certain Real Estate to Detroit Salt Company, LLC in Connection with the Westview Industrial Park, and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31531-16

RESOLUTION NO. 6219-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

1

From 5530 - CS/Purchasing

Date November 2, 2016

Expense Type Purchase Order

Total Amount \$194,373.00

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

HUMAN RESOURCES

(A1) P1601179- GOVERNMENT JOBS.COM dba NEOGOV, EL SEGUNDO, CA

- Software licenses, setup, implementation, training and support services.
- These goods and services are required for the employee performance appraisal system.
- Rates are in accordance with State of Ohio Term Schedule #MCSA0010 and quote.
- The Department of Human Resources recommends approval of this order.

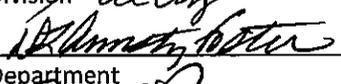
Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	10000-5610-1159-62	\$15,750.00
2017	Other Professional Services	10000-5610-1159-62	\$12,750.00
2018	Other Professional Services	10000-5610-1159-62	\$12,750.00
2019	Other Professional Services	10000-5610-1159-62	\$12,750.00

Signatures/Approval

Approved by City Commission

Clerk

Date


 Division Acting

 Department

 City Manager

RECREATION AND YOUTH SERVICES**(B1) P1601080 – DOUBLE JAY CONSTRUCTION INC., ENGLEWOOD, OH**

- Professional property renovation services.
- These services are required to renovate the multipurpose room at Greater Dayton Recreation Center (GDRC).
- Twenty six possible bidders were solicited and four bids were received.
- The Department of Recreation and Youth Services 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	Other Professional Services	49004-6510-1159-56	\$21,900.00

WATER – WATER ENGINEERING**(C1) P1601178 – 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 #978, 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.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Motorized Equipment	55000-3420-1412-54	\$30,761.00

WATER RECLAMATION**(C2) P1601180– FLOTTWEG SEPARATION TECHNOLOGY, INC., INDEPENDENCE, KY**

- Rebuild services, related parts and maintenance, as needed through 12/31/2016.
- These goods and services are required to maintain centrifuge rotating assembly equipment to ensure adequate biosolids processing at Water Reclamation facilities.
- Flottweg Separation Technology, Inc. is recommended as the sole authorized distributor for Original Equipment Manufacturer's (OEM) parts, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Equipment Maintenance	55000-3460-1167-54	\$42,712.00
2017	Other Equipment Maintenance	55000-3460-1167-54	\$45,000.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: RENOVATIONS AT THE GREATER DAYTON RECREATION CENTER
Dept./Div.: RECREATION AND YOUTH SERVICES
Requisition No.: 038RYSR6

IFB NO.: 16069D
BID OPENING: 3:00 P.M.; 09-30-2016

BIDDER NAME & STREET ADDRESS:			1	2	3	4
No.:			LEO B. SCHROEDER INC.	AKA CONSTRUCTION INC.	WISE CONSTRUCTION COMPANY INC.	DOUBLE JAY CONSTRUCTION INC.
CITY:			DAYTON	HARRISON TOWNSHIP	TROTWOOD	ENGLEWOOD
STATE & ZIP:			OH 45402	OH 45414	OH 45417	OH 45322
Recommended for Award						X
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	YES	YES	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS						
1	Renovation Services	Lot	\$26,710.00	\$35,800.00	\$26,575.00	• \$21,900.00
TERMS:			NET 30	NET 30	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST	DEST
DELIVERY:			20 DAYS	TBD	60 DAYS	10 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|---|--|---|
| HRC
Dayton OH 45402 | 8. Belgray Inc (Local/Certified)
Dayton OH 45402 | 16. Architectural Maintenance Services (Certified)
Miamisburg OH 45342 |
| 1. Angler Construction (Local)
Dayton OH 45403 | 9. Lewaro Construction (Local/Certified)
Dayton OH 45402 | 17. Cannon Construction Services LLC (Certified)
Cincinnati OH 45215 |
| 2. Rixco LLC (Local)
Dayton OH 45404 | 10. Unified Construction Services LLC (Local/Certified)
Dayton OH 45403 | 18. Manfreda Construction
Moraine OH 45439 |
| 3. Bilbrey Construction (Local)
Dayton OH 45402 | 11. Prestige Construction of Dayton Inc (Certified)
Trotwood OH 45426 | 19. Brumbaugh Construction
Arcanum OH 45304 |
| 4. C G Egli Inc (Local)
Dayton OH 45403 | 12. Patrick Hansford (Certified)
Centerville OH 45459 | 20. Xtreme Reinforcing Inc
Cincinnati OH 45211 |
| 5. R L Fender Construction (Local)
Dayton OH 45403 | 13. Iconstruct LLC (Certified)
Enon OH 45323 | 21. J Construction Co
Cincinnati OH 45223 |
| 6. Fryman Kuck General Contractors Inc (Local)
Dayton OH 45413 | 14. Yoder Construction (Certified)
West Liberty OH 43357 | 22. K&T Construction & Supply
Franklin OH 45005 |
| 7. Alexis Construction (Local/Certified)
Dayton OH 45403 | 15. Mad River Construction LLC (Certified)
Dayton OH 45432 | |



City Manager's Report

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From **3420 - Water/Water Engineering**

Date **November 2, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$276,504.00 (thru 2/2018)**

Name **Double Jay Construction, Inc.**

Address **25 Harrisburg Drive
Englewood, Ohio, 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds (Debt)	53806-3445-1424-54-WF1626	\$276,504.00

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

Description

RALLISTON AVENUE WATER MAIN IMPROVEMENTS
(5% MBE GOAL/ 5.58% ACHIEVED, 5% WBE GOAL/ 5.60% ACHIEVED,
& 10% SBE GOAL/ 11.17% ACHIEVED)

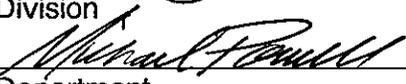
The Department of Water requests permission to enter into an Agreement with Double Jay Construction, Inc., in the amount of \$276,504.00 for the Ralliston Avenue Water Main Improvements project. This amount includes the base bid of \$227,640.00, Alternate No. 1 - Cold Weather Temporary Pavement for \$26,100.00 and Alternate No. 2 - Contingency Allowance for \$22,764.00 (10 % of the base bid). This project consists of construction of approximately 1,800 linear feet of 8" water main. Work includes abandonment of the existing 6" water main, installation of new ductile iron pipe and fittings, gate valves, fire hydrants and all other work incidental thereto.

Ten bids were received for this project on September 29, 2016. After evaluating the bids, Double Jay Construction, Inc.'s bid was the lowest. The estimated cost for the project (including Alternates No. 1 & No. 2) was \$360,000.00. The time for contract completion is 90 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is February 28, 2018.

This project is being funded using 2016 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing 6-inch diameter mains in an area targeted for 8-inch diameter replacements which have a high break history (7 breaks in the last 15 years).

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



 Division


 Department


 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

**RALLISTON AVENUE WATER MAIN
IMPROVEMENTS (5% MBE, 5% WBE, 10% SBE)**

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>September 29, 2016</u>	<u>\$360,000.00</u>	<u>90 Calendar Days</u>

Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
*Double Jay Construction	\$276,504.00	\$0.00	\$276,504.00
Adleta	\$308,263.69	\$0.00	\$308,263.69
Tall View Palladium	\$288,961.44	\$0.00	\$288,961.44
Sturm Const.	\$325,396.44	\$0.00	\$325,396.44
Kinnison	\$317,702.10	\$0.00	\$317,702.10
Brumbaugh Const.	\$316,461.50	\$0.00	\$316,461.50
Associated Exc.	\$361,789.64	\$0.00	\$361,789.64
CG Construction	\$325,500.00	\$0.00	\$325,500.00
Milcon	\$347,431.64	\$0.00	\$347,431.64
Performance Site Dev.	\$436,793.94	\$0.00	\$436,793.94

*** RECOMMENDED FOR AWARD**

¹ includes Base Bid, Alternate No.1- Cold Weather Temporary Pavement, and Alternate No.2- Contingency Allowance



MEMORANDUM

October 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Ralliston Ave Water Main Improvements (5% MBE, 5% WBE and 10% SBE Participation) project**

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

	PERCENTAGE OF PARTICIPATION
1. Double Jay Construction, Inc	
A. MINORITY BUSINESS ENTERPRISE	
Tallview Palladium	3.24%
Green Star Trucking	2.34%
B. WOMEN BUSINESS ENTERPRISE	
Green Star Trucking	5.60%
C. SMALL BUSINESS ENTERPRISE	
Green Star Trucking	1.94%
Brahan, LLC	9.23%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	<hr/>
	5.58% MBE
	5.60% WBE
	11.17% SBE

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

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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

Bidder DOUBLE JAY CONSTRUCTION, INC

25 HARRISBURG DR

ENGLEWOOD, OH 45322

(937)832-3123 FAX (937)832-2596

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:

RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
304	Aggregate Base	250	C.Y.	46.35	11,587.50
407	Tack Coat, 0.1 Gal Per S.Y.	80	GAL	10.80	864
442 ODOT	Superpave Asphalt Concrete	150	TONS	159.50	23,925
453	Concrete Driveway	200	S.F.	7.75	1,550
608	Curb Ramp	250	S.F.	10.20	2,550
609	Barrier Curb	50	L.F.	20	1,000
614	Maintaining Traffic	1	LUMP	12,604.10	12,604.10
623	Construction Layout Stakes	1	LUMP	1,015	1,015
653	Topsoil Furnished and Placed, 4"	50	C.Y.	37	1,850
659	Seeding and Mulching	150	S.Y.	6.15	922.50
810	Street Cut Permit	1	LUMP	\$ 3,110.40	\$ 3,110.40
810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	100	L.F.	63.20	6,320
810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	1750	L.F.	47.15	82,512.50
811	Rock Excavation	300	C.Y.	41	12,300
824	6" Ductile Iron Water Pipe and Fittings	100	L.F.	18.80	1,880
824	8" Ductile Iron Water Pipe and Fittings	1750	L.F.	16.50	28,875
837	Abandoned, Special (Water Valves)	4	EA.	299	1,196
840	6" Gate Valve and Appurtenances	2	EA.	746	1,492

Bid Form (Continued)

RALLISTON AVENUE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 10% SBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
840	8" Gate Valve and Appurtenances	2	EA.	1,130	2,260
843	Fire Hydrant, Installed	2	EA.	2,478	4,956
843	Fire Hydrant, Removal	2	EA.	571	1,142
845	Service Replacement, Method "B"	26	EA.	848	22,048
847	Cut and Plug 6" Water Line	3	EA.	560	1,680

TOTAL BASE BID

\$ 227,640.⁰⁰

Bid Form (Continued)

RALLISTON AVENUE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 10% SBE PARTICIPATION)

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

ALTERNATE NO. 1
COLD WEATHER TEMPORARY PAVEMENT

This Alternate is for the cost for the Contractor to make pavement repairs with Cold Weather Temporary Pavement (per plan note) when hot asphalt is not available. This work will be performed as directed by the Engineer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Cold Weather Temporary Pavement	500	S.Y.	21	10,500
615	Low Strength Mortar Backfill, Type 1 (No Fly Ash)	650	C.Y.	24	15,600
TOTAL ALTERNATE NO. 1				\$	26,100

ALTERNATE NO. 2
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-2	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	22,764	22,764
TOTAL ALTERNATE NO. 2				\$	22,764

Bid Form (Continued)

RALLISTON AVENUE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 10% SBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>102,440</u>	\$ <u>125,200</u>	\$ <u>227,640</u>
TOTAL ALT. NO. 1 (Cold Weather Temporary Pavement)	\$ <u>20,900</u>	\$ <u>5,200</u>	\$ <u>26,100</u>
TOTAL ALT. NO 2 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>22,764</u>	\$ <u>22,764</u>

The time of completion fixed by the City is 90 Calendar Days.

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

NAME

ADDRESS

NO OTHER PERSON OR PARTY OTHER THAN THE BIDDER IS INTERESTED IN THIS BID

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO X

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

DOUBLE JAY CONSTRUCTION, INC

State of Incorporation

OHIO

Name and Title of
Officers with Authority
to Sign Contract

RON BLAIR, PRESIDENT . RANDU BLAIR, VP

LEE OVERTURE, ASST VP

Home Office Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Local Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Telephone (937)832-3123 Fax (937)832-2596

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 29TH day of SEPT, 20 16

Bidder: DOUBLE JAY CONSTRUCTION, INC

(Person, Firm, or Corporation)

By:



Title: RON BLAIR, PRESIDENT

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____ Dollars is attached.

Bidder

BID BOND

AMOUNT \$ 27,651

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

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

Signed and sealed at Dayton, Ohio this 29th day of September, 2016.

Double Jay Construction, Inc.

By: Ron Blair
RON BLAIR Bidder PRESIDENT

Ohio Farmers Insurance Company

By: Amanda L. Morris
Amanda L. Morris Surety Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

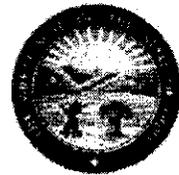
Address of Insurance Agency

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

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

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



**Financial
Statement**

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2015

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

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

State of Ohio

ss:

County of Medina

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

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations



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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

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



BD5402 B

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/18/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3413992 02

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRENDA G. TAYLOR, MICHELLE A. DEMMITT, CONSTANCE COLLINS, JENNIFER L. SALM, AMANDA L. MORRIS, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JANUARY A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JANUARY A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of September A.D., 2016



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

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

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

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

By: 
(signature)

Title: RON BLAIR, PRESIDENT

Date: SEPT 29, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

HEALTH INSURANCE

LIFE INSURANCE

PENSION

VACATION

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.

N/A

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

Green Star

Tallview

Wagner Paving

Lee Overturf

From: Lee Overturf
Sent: Wednesday, September 21, 2016 8:24 AM
To: 'Ben Poeppelman'; 'Dave Groth (dave.groth@jrjnet.com)'; 'Fred Poeppelman'; 'Rick Campbell (rick.campbell@martinmarietta.com)'; 'Steve Denlinger (sdenlinger@barrett paving.com)'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; John Norton (John.Norton@BarrettPaving.com); 'Perry Walls (perrywalls@jrjnet.com)'; 'Pete Flora (pete.flora@jrjnet.com)'; 'Poynter, Sean'; 'Sean Poynter (sean.poynter@jrjnet.com)'; 'Steve Overholser'; 'Steve Puterbaugh (puterbaugh@woh.rr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSI@sbcglobal.net)'; 'A.E. Associates & Co.'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc.'; 'American Native Industries'; 'Armstrong Electrical'; 'Aztec Electric, Inc.'; 'B&C Nationwide, LLC'; 'Bansal Construction, Inc.'; 'Big L Trucking & Excavating'; 'Branchs LL'; 'BT King, Inc.'; 'Caver Brothers, Inc.'; 'CD & CD Painting'; 'Clarks Enterprise'; 'D & E Construction Solutions, LLC'; 'D Thompson General Contracting, LLC'; 'D.C. Heating Cooling, and Plumbing'; 'D.L. Plumbing and Mechanical'; 'Dale Taylor'; 'EWOL Trucking and Construction'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Green Star Trucking'; 'Ideal Electrical Services, Inc'; 'Independent Trucking'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; Ken Block (kblock@woh.rr.com); 'Kes Harris Trucking, LLC'; 'Lee's Heating & Cooling, Inc.'; 'Maurice Construction Services, LLC'; 'Rice Electric Co., Inc.'; 'Rod-Techs, Inc.'; 'Tall View Palladium'; 'Urban Economy'; 'W.C Jones Asphalt Paving'; 'A. C. Plumbing'; 'Alexis Construction'; 'Al's Electric Service'; 'Associated Excavating'; 'Billy Back Excavating'; 'Bodden Construction'; 'Brian Brothers Painting & Restoration, LLC'; 'C. M. C. Forming, Inc.'; 'C. Miller Excavating'; 'CK Excavating, Inc.'; 'Clarks Enterprise'; 'CMF Installers, Ltd'; 'Demmy Sand & Gravel, LLC'; 'Ergon Site Construction, LLC'; 'Fast Lane Construction, LLC'; 'Grisson Construction, LLC'; 'Gunckle Trucking'; 'HG Contracting, LLC'; 'Imperial Trucking & Contracting, LLC'; 'Insulated Roofing Systems, Inc.'; 'Isaacs Fence Service, Inc.'; 'Jindal Builders & Restoration Corp.'; 'John K. Leohner Co., Inc.'; 'K&T Construction & Supply'; 'Kingdom Bright, Inc.'; Linda S. Murphy (jlmtrk@aol.com); 'Mad River Construction'; 'McDaniels Construction Corp., Inc.'; 'MLS Services, LLC'; 'Net Quest Services, LLC'; 'On Point Logistics, LLC'; 'Opportunities, Inc.'; 'Osterfeld Champion Services, Inc.'; 'Overstreet PAinting & Decorating'; 'Partin Trucking, Inc.'; 'Pure Drywall, Inc.'; 'Reese Electric, Inc.'; 'Roark Farms & Excavating'; 'Rose Trucking'; 'Simpson Trucking'; 'Teverbaugh Equipment, Inc.'; 'V.M. Gaines'; 'Verdite Construction, Inc.'; 'VMI Corporation'; 'Warfield Concrete & Construction, Inc.'; 'Addison Trucking, Inc.'; 'AKA Construction, Inc.'; 'Architectural Maintenance Services'; 'Better Built Construction Services'; 'Bright Street, LLC'; 'Cannon Construction Services, Inc.'; 'D&R Fourman, LLC'; 'DT Trucking, LLC'; 'E&S Painting & Drywall Finishing'; 'Faith Daniel & Company, LLC'; 'Garber Excavating dba Dixie Excavating'; 'Gary Bryant Construction'; 'J&B Steel Erectors'; 'J. Hobbs Excavating'; 'Judo Steel Co., Inc'; 'Korrek Plumbing Co.,'; 'KrisCo Trucking, Ltd.'; 'Landscapes by Bill Atkin'; 'Miami Valley Masonry'; 'Ralph E. Rhoden Painting & Decorating'; 'Raven Finishes, Inc.'; 'Reinhard Boring Tech'; 'She Paints, Inc'; 'Start 2 Finish Excavating'; 'ThermalTech Insulation'; 'TNT Trucking, LLC'; 'West Side Insulation'; 'Williams Logistics'; 'WIW Enterprises, Inc.'; 'Dennis Goecke (dgoecke@ernstconcrete.com)'; Dick Hoying (dhoying@piquaconcrete.com); 'Doug Ernst (dougernst@hotmail.com)'; 'Dave (davew@sthenrytileco.com)'; David Tilley (david.tilley@ferguson.com); 'Jason Martintoni (jmartintoni@usameters.com)'; 'Jeff Huelskamp (jeff.huelskamp@hdsupply.com)'; 'Kathy Iron (Kathy.Iron@ejprescott.com)'; Mike Phillips; 'Steve Griffith'; 'John Brumbaugh (john@bes-engineer.com)'; 'Lou Riancho (lgriancho@woh.rr.com)'; Matthew Heis

To: (mheis@winemillerengineering.com); 'Tom Marsh (mcdougallmarsh@woh.rr.com)'
Cc: ron@doublejayinc.com
Subject: Request for Quote - Ralliston Ave Water Main Improvements - Dayton
Attachments: BID REQUEST - Ralliston Ave Water Main Improvements to City of Dayton 09-29-16.doc

Please let us know if you will be providing a quote for this project. Plans and specifications are available at our office for review and/or copying. Please note that there are MBE, WBE, & SBE requirements for this project so please make note of your status when providing a quote.

Thank you,

Lee Overturf
Double Jay Construction
25 Harrisburg Drive
Englewood, OH 45322
(937) 832-3123 phone
(937) 832-2596 fax
(513) 477-7603 cell
lee@doublejayinc.com email



BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Ralliston Avenue Water Main Improvements

OWNER: City of Dayton

BID DATE: September 29, 2016

TIME: 12:00 NOON

TAX EXEMPT: Yes

PRE WAGE: Yes

ESTIMATOR: Lee Overturf

WILL YOU BE BIDDING? YES NO

PLEASE RESPOND TO FAX NUMBER 832-2596 or EMAIL
lee@doublejayinc.com

COMPANY NAME _____

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

STATE OF OHIO,
COUNTY OF MONTGOMERY , ss:

 RON BLAIR being duly sworn, deposes and states as follows:

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

By: Ron Blair

Title: RON BLAIR, PRESIDENT

STATE OF OHIO,
COUNTY OF MONTGOMERY , ss:

Sworn to before me and subscribe in my presence by RON BLAIR
this 29TH day of SEPT , 20 16

 [Signature]
Notary Public
my commission expires 3/5/2017



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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: RALLISTON AVE WATER MAIN IMPROVEMENTS DAYTON, OH
NAME LOCATION

During the performance of this contract:

DOUBLE JAY CONSTRUCTION, INC	25 HARRISBURG DR ENGLEWOOD, OH 45322	(937)832-3123/832-2596
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

Project Name:

RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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 type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	TALLVIEW PALLADIUM, INC.					PROVIDE AGGREGATE
Tax I.D. Number:	31-1674989					
Street Address:	2734 ARMSTRONG LANE					
City/State/ Zip Code:	DAYTON, OH 45414					
Phone (area code/#):	(937) 263-8586					
E-mail:	tallviewpalladium@sbcglobal.net					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 227,640 Total \$ to subcontract: \$ 7,372 Total % subcontract: 3.24 %

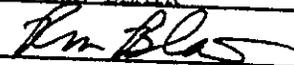
PRIME CONTRACTOR'S REPRESENTATIVE		SUBCONTRACTOR	
Print Name:	RON BLAIR	Street Address	DOUBLE JAY CONSTRUCTION
Sign Name:	<i>Ron Blair</i>		25 HARRISBURG DR
		City/State/Zip	ENGLEWOOD, OH 45322

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

Project Name:

RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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:	GREEN STAR TRUCKING					TRUCKING (HAUL OFF)
Tax I.D. Number:	31-1369408					
Street Address:	P.O. BOX 26098					
City/State/ Zip Code:	TROTWOOD, OH 45426					
Phone (area code/#):	(937) 837-7703					
E-mail:	gstar426@aol.com					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:			\$ 227,640	Total \$ to subcontract	\$ 5,325	Total % subcontract: 2.34 %
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name:	RON BLAIR			DOUBLE JAY CONSTRUCTION		
Sign Name:				25 HARRISBURG DR		
				City/State/Zip		
				ENGLEWOOD, OH 45322		

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: RALLISTON AVE WATER MAIN IMPROVEMENTS Participation Goal (list only one): 5%MBE

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

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

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

Project Name:

RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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 type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	GREENSTAR TRUCKING					TRUCKING (HAUL OFF)
Tax I.D. Number:	31-1369408					
Street Address:	P.O. BOX 26098					
City/State/ Zip Code:	TROTWOOD, OH 45426					
Phone (area code/#):	(937) 837-7703		E-mail: gstar426@aol.com			

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 227,640 Total \$ to subcontract: \$ 12,750 Total % subcontract: 5.6%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	BON BLAIR	DOUBLE JAY CONSTRUCTION	
Sign Name:	<i>Bon Blair</i>	25 HARRISBURG DR	
		City/State/Zip	ENGLEWOOD, OH 45322

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: RALLISTON AVE WATER MAIN IMPROVEMENTS Participation Goal (list only one): 5%WBE

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

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

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

Project Name:

RALLISTON AVENUE WATER MAIN IMPROVEMENTS

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Firm Name, Tax I.D. Number and Mailing Address		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
		Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Certified Business Firm Name:		GREEN STAR TRUCKING						TRUCKING (HAUL OFF)
Tax I.D. Number:		31-1369408						
Street Address:		P.O. Box 26098						
City/State/ Zip Code:		Trotwood, OH 45426						
Phone (area code/#):		E-mail:						
(937) 837-7703		gstar426@aol.com						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 227,640 Total \$ to subcontract: \$ 4,425 Total % subcontract: 1.94 %

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	RON BLATR
Sign Name:	<i>Ron Blas</i>

Street Address	DOUBLE JAY CONSTRUCTION
	25 HARRISBURG DR
City/State/Zip	ENGLEWOOD, OH 45322

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM
RALLISTON AVENUE WATER MAIN IMPROVEMENTS

Project Name:

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>BRAHAN LLC</u> Tax I.D. Number: <u>27-2019673</u> Street Address: <u>7723 TYLER'S PLACE BLVD. #138</u> City/State/ Zip Code: <u>WEST CHESTER, OH 45069</u> Phone (area code/#): <u>(513) 706-0492</u> E-mail: <u>crissy@bra-han.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PROVIDE PIPE + APPURTUNENCES</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$ 227,640</u>					Total \$ to subcontract: <u>\$ 20,950</u>	Total % subcontract: <u>9.2 %</u>
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	<u>RON BLAIR</u>			Street Address	<u>DOUBLE JAY CONSTRUCTION</u>	
Sign Name:					<u>25 HARRISBURG DR</u>	
				City/State/Zip	<u>ENGLEWOOD, OH 45322</u>	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: RALLISTON AVE WATER MAIN IMPROVEMENT Participation Goal (list only one): 10%SBE

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Bidding Company Name:	DOUBLE JAY CONSTRUCTION, INC 

WORKERS UTILIZATION REPORT

NAME OF PROJECT : *Ralliston Avenue Water Main Improvements*

(5% MBE, 5% WBE, & 10% SBE Participation)

To: SUPERVISOR OF CONTRACT COMPLIANCE

HUMAN RELATIONS COUNCIL

371 WEST SECOND STREET, #100

Dayton, OH 45402

vicki.krapft@daytonohio.gov

Reporting Period : *September 2016*

Period Ending: *September 30, 2016*

From: *Randy Blair*

Company: *Double Jay Construction, Inc*

Address: *25 Harrisburg Dr*

Telephone Number: *937-832-3123*

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW AGGREGATE REPORTS OF WORKER UTILIZATION REPORTS FOR THIS PROJECT MAY BE MADE PUBLIC																			
1. Employee Name, Address, & last 4 digits of the SSN# (may be copied from the Certified Payroll Report)	Ethnic Group							Gender		Trade	Classification				Number of Hours Worked				
	Hispanic or Latino	Two or More Races	White Non-Hispanic	Black (African American)	Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaska Native	Male		Female	Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week
Bodenmiller, Mark 2650 Rugged Hills Rd Casstown, OH 45312 (8408)			X					X		Labor/ Operator	X								
Bruggeman, Michael, 684 S State Rd 1 Dunkirk, IN 47336 (7385)			X					X		Operator/Concrete Finisher	X								
Calicoat, Timothy 7270 Lostcreek Shelby Rd Fletcher, Oh 45326 (4952)			X					X		Labor	X								
Coate, Corey, 899 Stichter Rd, Pleasant Hill, OH 45359 (9339)			X					X		Labor/ Operator	X								
Cooper, Casey, 604 Ohio St, Troy, OH 45373 (5269)			X					X		Labor/ Operator	X								
Cooper, Joseph-686 Sodom Ballou Rd. Fletcher, OH 45326 (5883)			X					X		Labor	X								
Davis, Joe-888 Rangeline Rd Pleasant Hill, OH 45359 (8367)			X					X		Labor	X								
Duff, Zach 103 Franklin St Casstown, OH 45312 (1444)			X					X		Labor	X								
Fischvogt, Mitchell 111 Floral Acres Tipp City, Oh 45371 (8691)			X							Labor/ Operator	X								
Forsythe, Shannon-1204 Northbrook Ave, Troy, OH 45373 (1371)			X					X		Labor/ Operator	X								
Hewitt, Dallas 5585 Snodgrass Rd Fletcher, OH 45326 (7739)			X					X		Labor	X								
Heyne, Kyle m 2203 Cadie Ave Dayton, Oh 45414 (0311)			X					X		Labor	X								
Long, Kelly-300 Steven St Covington, Oh 45318 (1890)			X					X		Labor/ Operator	X								
Reed, Jerry-1813 Kenningston Dr Dayton, Oh 45406 (9671)				X				X		Labor	X								
Scales, Samuel 105 E Worley Ave Dayton, OH 45414 (4429)				X				X		Truck Driver	X								
Schwieterman, Randy-1111 Ruby Lane Coldwater, OH 45828 (1072)			X					X		Labor/Concrete Finisher	X								
Steck, Ronald 1526 Verona-Pittsburg Rd Arcanum, OH 45304 (3941)			X					X		Labor	X								
Wagner, Blane 7709 Bollinger Rd Conover, OH 45317 (8063)			X					X		Labor	X								
Wickman, David -1519 Dean Circle Troy, OH 45373 (5992)			X					X		Labor/Concrete Finisher	X								
Instruction: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of																			
Workforce Goals		11.5% Minority							6.9% Female				10% HUD Section 3						

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Ongoing Projects

Project	Location	Contract Amount	Contact/Owner/Reference	Brief Description	EST Date of Completion	% Complete
DAR-SRTS-Ansonia,	Ansonia, OH	\$ 224,165.65	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	100.00%
Stanely Ave/Webster St Intersection Improvements	Dayton, OH	\$ 623,951.20	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	3/25/1900	95.00%
Smithville Rd Bikeway	Kettering, Oh	\$ 204,094.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/15/2016	100.00%
CR 25A-16.48	Piqua, Oh	\$ 224,488.25	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	85.00%
Riverfront Park Ph 1	Miamisburg Oh	\$ 284,692.00	City of Miamisburg Keith Johnson, City Manager 10 North First Street Miamisburg, OH 45342 (937)848-6531	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	87-31	100.00%
Broadway Sat Bikeway	Dayton, OH	\$ 284,692.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/30/2016	90.00%
Administration Office Upgrades	250 Sandridge Dr Moraine, OH 45449	\$ 87,000.00	Mont Co Environment al Srv Ken Stewart 2550 Sandridge Dr Moraine, Oh 45449	Demolition/Removals, Carcentry, Cabintry, Drywall, Carpets, Painting, Sprinklers, HVAC, Electrical	4/30/2016	100.00%
Civic Commons Pond Edging Repair	City of Kettering	\$ 449,948.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Pond Edging Repair	4/30/2016	100%
Treasure Island Marina & Park Improvements	Troy Ohio	\$ 1,686,352.00	City of Troy Stan Kegley 250 S Garber Dr Troy, OH 45373	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	7/31/2016	95.00%
Improvement of Parks Facilities- PH 2	Various Parks Dayton Oh	\$ 550,000.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Tennis Courts, Basketball Courts, ect	4/30/2016	100.00%
Fairfield Park Entrance and Roadway Improvements	Fairborn, OH	\$ 476,634.55	Lee Harris 44 W Hebble Ave Fairborn, OH 45324	Concrete, pavers, landscaping, asphalt	10/8/2017	100.00%

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Recent Experience

Project	Contract Date	Location	Contract Amount	Contact/Owner/Reference	8/31/2016	100%	Date Completed
Tipp City 2015 Water & Sanitary Improvements Walnut Ave		Tipp City Ohio	\$ 699,898.00	Johyn Bodiker (937)669-8477 260 S Garber Drive Tipp City, OH 45371	3/25/1900	95%	
Holbrook Plaza		Dayton Ohio	\$ 250,409.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	8/15/2016	100%	
Cornerstone of Centerville New Entrance to Dayton Wright Brothers Airport	8/26/14	Dayton, OH	\$ 554,984.00 \$ 208,750.00	Oberer Construction Tony Quinter 3475 Newmark Dr Miamisburg, OH 45342 Lana Hamby 101 W Third ST Dayton, OH 45401	87-31	85%	
Black Oak South Improvements Phase 4B		Centerville, OH	\$ 378,506.00	Mary Lou Pence, 100 W Spring Valley Rd Centerville, OH (937)433-7151	9/30/2016	90%	9/2/2015
GRE-Dayton-Xenia Road		Beavercreek, OH	\$384,808.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		100%	3/31/2015
MOT-W Carrollton Intersection Improvements	4/27/15	W Carrollton Oh	\$287,377.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662		100%	4/19/2015
MOT-Hillcrest SRTS	4/23/15	Dayton OH	\$144,341.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831	Dave Weinandy, PE, Division of Engineering 937-333-5513	95%	7/13/2015
Tubman Sage and Revels	3/6/15	Dayton, OH	\$1,156,340.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	100%	9/27/2015
Gisey Avenue Water Main Improvements	11/7/14	Gilsy Avenue Dayton, OH	\$550,001.80	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	10/8/2017	100%	9/16/2015

Highview Hills Water Main Improvements	10/27/14	Highview Hills Dayton, Oh	\$ 332,542.30	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/16/2015
Centerville Gateway Enhancement		Centerville, OH	\$ 111,840.00	Douglas Spitzer, 100 W Spring Valley Rd Centerville, OH (937)433-7151		Concrete, pavers, landscaping, asphalt	6/15/2015
Piqua-Troy/Troy-Urbana Intersection Realignment		Tipp City, OH	\$ 762,361.00	Patrick Titterington (937)224-1725		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/12/2014
Downtown Utilities-Tipp City		Tipp City, OH	\$ 3,200,000.00	City of Tipp City Ohio John Bodiker 937-669-8477		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/24/2015
Improvement of Parks Facilities	7/7/2014		\$ 550,000.00	\$550,000.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing, Tennis Courts, Basketball Courts, ect
Creative Form Building Addition		Dayton	\$ 749,941.00	Dayton Urethane/Bill Palmer 3337 N Dixie Dr Dayton, Oh 45414		Bldg, Hvac, Sprinklers, Electrical, Finishings, Loading Dock, Overhead Doors, Site Improvements	1/22/2015
MOT Stroop & Shroyer		Stroop & Shroyer Kettering OH	\$738,418.35	Steve Bergstresser 3600 Shroyer Road Kettering OH 937-296-2404		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	12/31/2014
Wayne Ave TE	6/4/14	Dayton, OH	\$ 283,145.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	
Versailles Safe Walk to School		Versailles, OH	\$ 214,906.00	(937)497-0200		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	7/14/2014
Lathrem Senior Center Turnabout		2900 Glengarry Dr Kettering	\$ 92,774.15	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401		Concrete Improvements	12/20/2014
Recycling & Reseach Site Improvements		2550 Sandridge Dr Moraine, Oh	\$193,538.00	William Horst Mont County 2550 Dandridge Dr Moraine, OHIO 45439 937-496-3080		Concrete Improvements	9/21/2014
GRE-CR25 Grange Hall RD TE		Grange Hall & Pentagon Blvd Beavercreek, Oh	\$253,094.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/15/2014
Miami County Storm Sewer		Peters Rd Miami County	\$ 45,000.00	Miami County		Storm Sewer Improve ments	7/31/2013

Tipp City County Rd 25A Rt Turn Lane		County Rd 25 A Tipp City	\$ 57,903.00	City of Tipp City 260 S Garber Tipp City, OH 45371 John Crusey, City Mgr (937)667-6305		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2013
Tartan Market & Bldg 20 Entrance		Dayton, OH	\$ 210,177.00	Sinclair Community College 444 West third Street Dayton, Ohio 45402 (937)512-3020		Replace pavers, concrete and drainage	11/30/2012
Safe Routes to School MOT- Fairview	2-25-103	Fairview High Scool City of Dayton	\$ 139,282.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing, pavement, curbs	12/31/2012
Ottawa Yards Parking Lot Improvements		Monument Ave Dayton, Oh	\$ 668,869.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	11/30/2012
Xenia Bike Spur Enhancement		Miami Ave Xenia, Oh	\$ 325,808.55	City of Xenia (Lisa Waters) 966 Towler Road Xenia, OH 45385 (937)376-7265	Dave Weinandy, PE, Division of Engineering 937-333- 5513		10/31/2012
Wayne Street Streetscape		Wayne St Piqua, OH	\$351,000.00	City of Piqua (amy Havenar) 207 W Water St Piqua, OH 45356		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	11/15/2012
WAR-IR 75.0.38		I 75 & Sr 63 Monroe, OH	\$ 1,032,228.00	ODOT District 8 Mark J Wilson, PE 505 South State Route 74 Lebanon, OH 45036		Clearing, Overpass Fence, Brick Columns, Lighting, Irrigation, and Landscaping	10/31/2012
MIA US 36-10.77		ST Rte 36 Piqua, Oh	\$2,154,502.00	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	10/15/2011
DAR-LR-Tri-Village Schools		New Madison, OH	\$ 308,070.00	ODOT/ District 7 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	10/15/2011
SHE-LR/State Streer		State Strret Botkins, Oh	\$ 439,192.88	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Concrete remove & Replace, Asphalt	10/31/2011
Neighborhood Parks Reconstruction Group 2		Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494		Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , retaining wall, ect	11/1/2011

North West St	Village of Versailles	\$ 1,113,720.00	Randy Gump, City Manager 177 North Center Street Versailles, OHIO 45380 Phone 937-526-3294 Fax 937-526-4476	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, Bridge Railings and Granite work ect	
West Stroop Road	City of Kettering	\$ 429,965.00	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Ohio 45429 937-296-2436	Clearing & Grubbing, Concrete remove & Replace, Asphalt	
Neighborhood Parks Reconstruction Group 1	Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494	Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , ect	
Sr48/Wenger RD Intersection Improvement	Englewood, OH	\$ 319,732.00	City of Englewood/Al Butler 937-836-5106	Clearing & Grubbing, Concrete remove & Replace, Asphalt	4/18/2011 6/5/2011
Black Oak South Improvement	Brainard Woods Centerville, OH	\$ 27,576.00	City of Centerville/ John Sliemers 937-428-4727	Clearing & Grubbing, Concrete remove & Replace, Asphalt	5/27/2011 12/3/2010
MOT-Vandalia Streetscape	ODOT	\$ 952,200.34	ODOT/ District 7 Mark Schilling 937-570-6622	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, lighting	12/5/2010
Old North Dayton transportation Enhancement	Valley & Keowee- Dayton, Oh	\$ 761,620.00	City of Dayton Pat Jones (937) 333-3803	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves. ect	5/13/2011
Gibbons Road Phase 2	West Carrollton, Oh	\$ 284,830.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662	construction of Retaining Wall Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/16/2010
Ward Park Swimming Pool	Village of Versailles	\$ 365,436.00	Village of Versailles - Randy Gump (937)526-3294	Swimming Pool and Spray Park	7/11/2010
Greenville Public Square	Main & Broadway Greenville, Oh	\$ 622,971.00	Joy Rodenburgh 100 Public Square Greenville, Oh 56332	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/21/2010
ODOT 09-0308	Various locations in Riverside, Oh	\$ 255,956.45	ODOT/ District 7 Joshua Bowman (937) 312-3876	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009
Tech Town Infrastructure Improvements	Webster & Monument	\$ 679,176.00	City of Dayton Lana Hamby (937) 333-3803	Dave Weinandy, PE, Division of Engineering 937-333-5513 Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009

Kroc Center Infrastructure Improvements	Dayton, Oh	\$ 446,174.40	City of Dayton Patricia Jones (937) 333-3804 State Architects Office/Oregon Group Architects Kyle Zepernick (937) 228-1511	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	6/30/2009
Site Improvements -Mont Co Development Center	Huber Heights	\$ 95,050.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/2009
Acorn Dr	Kettering, Oh	\$ 388,866.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/09
Delaine Avenue Safe Routes to School	Kettering, Oh	\$ 157,165.00	Kevin Weaver 30 Park Avenue Dayton, Oh 45419	Concrete remove & Replace, Asphalt	4/30/2009
Park Avenue Streetscape	Oakwood, Oh	\$ 106,571.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275	Concrete remove & Replace, Asphalt	5/30/2009 4/30/2009
Cox Arboretum Entrance	6733 Springboro Pike Dayton, Oh 45449	\$ 121,000.00	John Woltja 1368 Research Park Beavercreek, Oh 937-427-5544	New Curbs, New Entrance, Landscaping	5/30/2009
Beavercreek Intersection Improvement	Indian Ripple @ Woodcroft	\$351,194.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh	Drainage, Concrete, Intersection Improvement	4/30/2009
Harvard Boulevard Storm Sewer Replacement	Harvard & Catalpa Dayton, Oh	\$ 220,655.00	City of Dayton Dan Blair 101 W Third St Dayton, Oh	Storm Sewer Replacement, Excavation	9/30/2008
Third & Jefferson Radius Improvement	3rd & Jefferson, Dayton, Oh	\$ 21,545.00	Vicki Test Miami Conservancy District 38 East Monument Ave Dayton, Oh 45402 937-223-1271	Excavation, Concrete	11/30/2008
Middletown Hand Carried Boat Ramp	St Rt 73 Lemon Twnshp	\$ 44,536.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh	Excavation, Concrete, Handrail	11/30/2008
Friendship Park	3 & Edwin C Moses Blvd Dayton, OH	\$ 107,226.00			12/3/2008

Monroe Veterans Memorial	Main St & Rte 63 Monroe, Oh	\$ 69,100.00	CDS Associates Gary Harsh, R.A. 11120 Kenwood Rd Cincinnati, Oh 45242 (513) 791-1700	Monument & Flagpole	12/3/2008
Wegerzen Garden	1301 E Siebenthaler Dayton	\$ 233,700.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275- 7275	Entrance Area	6/24/2008
Gateway Intersection Enhancement	Salem & Catalpa	\$ 368,650.00	DaytonReserves, LLC & Citywide Development 8 North Main St Dayton , Ohio 45402 Katie Helldoerfer 937-853-2520	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	11/20/2008
2nd St Storm Improvement Project	Second & Webster, Dayton, Oh	\$ 99,597.00	Rick Dailey, City of Dayton Dept of Engineering 320 West Monument Ave Dayton, Oh 45402	Improvement of Storm Sytem	6/8/2008
Kettering, Oh	Far Hills to Marchester, Kettering	\$ 90,301.65	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Oh 937-296-2436	Segmented Retaining Wall Sidewalk Repair & Replace	7/10/2008
Visitor Center	Cariage Hill MetroPark	\$ 142,925.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275- 7275	Renovation of plaza area	5/8/2008
St Rt 48 Phase 3	City of Englewood	\$ 705,972.00	City of Englewood/ Eric Smith City Mgr 937-836- 5106	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	8/20/2008
ODOT St Rt 119	Village of Anna	\$ 737,556.00	Odot- Village of Anna District 7 David Ley 937-492- 1141	Renovation of street, sidewalk, lighting, streetwork, concrete, paving, landscaping	3/8/2008
Orchardly Park	City of Oakwood	\$429,500.00	City of Oakwood	Park Improvement, Water Park area, Playground Equipment	10/7/2008
Centerville Pedestrian Accessibility 2008	Centerville, Oh	\$43,897.00	John Sliemers-Assitant City Engineer 937-428-4727	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	1/8/2008
Trotwood Street Beautification	Salem & Turner Rd Trotwood, Oh	\$84,615.00	Charles Daughtry City of Trotwood 3035 N Olive Rd Trotwood, Oh 45426 937-477-0220	Intersection Improvement	3/8/2008

Stivers School for the Arts New Track & Soccer Field	Fifth St Dayton, Oh	\$24,380.00	Scott Bruce, RDQM 937-220-9349/Fax 220-9352	Soccer Field, Wall	7/7/2008
Five Rivers MetroParks Pavillion Renovation	Monument Ave Dayton, Oh	\$55,900.00	Paul Williams 937-277-4831	Renovation of two restrooms	
Concord Township, Garage Addition & Renovation	1150 Horizon West, Troy, Oh	\$ 279,640.00	Candice Goodall, Arch. 937-335-1579	Concrete work, Construction of metal building, lighting & electrical	
Hillcrest & Barron St Improvement	City of Eaton	\$ 101,982.00	City of Eaton John Ferriell 937-456-4125	Street Improvement	
MWF Playground	Miami County Whitewater Forest Harbor 900 Hope Dr-Harrison, Oh	\$229,590.00	Hamilton County Park District 10245 Winton Rd Cincinnati, Oh Sally Bauer, Park Planner 513-521-7275	Playground Installation	
Washington Twnshp Sidewalk And Curbs	Washington Township	\$66,716.50	Wash. Twnshp Diane Smith Dept Sec 937-433-0796	Sidewalk and Curbs	
Tipp City Streetscape	Main St from Tippecanoe to Canal St	\$1,056,494.69	John Bodiker 937-669-8477	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	
City of Miamisburg Gateway	Downtown Miamisburg	\$ 362,518.99	Bob Stanley/John Weithofer 937-847-6531	Concrete, pavers, landscaping, asphalt	

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Prior Experience

Project	Location	Contract Amount	Contact/Owner	Brief Description
City of Dayton- Five Oaks & Stuart Patterson Spray Parks	Five Oaks, Stuart Patterson, & Walnut Hills Spray Parks	\$169,200.00	Dave Weinandy, PE, Division of Engineering 937-333-5513	Conversion of wading pools into water spray areas. Emolition and backfill of existing pools, installation of splash park water elements, including footers, electrical work, storm and sanitary sewers, plumbing work, sodding, ect
Beavercreek Park Project	Lofino Park, Virgalito Park, Creekside Park	\$162,855.00	John Woljja-Engineering Dept 937-427-5513	Pathway Improvements, parking areas, SR 835 ramp connector
Centerville Pedestrian Accessibility- 2007	Centerville, Oh	\$64,939.00	John Sliemers-Assitant City Engineer 937-428-4727	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect
Chabad of Greater Dayton	2001 Far Hills Ave Dayton, Oh 45419	\$ 33,000.00	Chabaad	Playground Instaliation
Good Samaritan Hospital - Parking Lot & Fence	Salem Ave & Philadelphia Dr	\$ 150,000.00	Good Samaritan Hospital	Parking lot & Fence
City of Troy Levee Improvement	Great Miami River between Market St & Adams St	\$ 357,921.00	City of Troy 100 S Market St Troy, Oh 45373	Levee Improvement
City of Eaton-Richmond Water Main replacement	Richmond Pike St Rt 122 Eaton, Oh	\$ 166,418.00	City of Eaton 328 S Main St Eaton, Oh 45320	Water Main Replacement
City of Englewood 2006/2007 Rt 48 Improvement Phase II	RSt Rt 48	\$ 989,000.00	City of Englewood, Eric Smith, City Manager 937-836-5106 Fax 937-836-7428	Street Improvement, Lighting, Concrete, Stonework, Decorative Fencing
Columbus Equipment - 2006	New Building Huber Heights	\$ 697,575.00	Mike Early 937-879-3154	Construction of new building
Village of Versailles (2002)	Versailles Downtown Streetscape	\$ 1,404,533.00	Randy Gump City Manager Phone 937-526-3294 Fax 937-526-4476	Renovation of street, sidewalks, lighting, street work, concrete, pavers
Greene County Career Center Phase I	Greene County Career Center Xenia, Oh 45385	\$ 2,177,139.00	Charles Stewart @ Turner Construction	
Ohio State Highway Patrol	Hoke Rd Clayton, Ohio	\$ 1,262,522.00	Dan Rachardt of Ohio State Hwy Patrol	
Centerville Schools	Maintenance Building	\$ 180,000.00	Rick Heyne 937-225-4667	
Kettering Skate Park	Indian Ripple Park 2801 Stroop Rd Kettering, Oh	\$ 481,000.00	Reid Spalding - Facilities Director- City of Kettering	
Wright Dunbar Business District Parking Lots	1105 W Third St Dayton, Ohio	\$ 679,691.00	Rob Pinchot Wilcon Corp	
City of Piqua- Streetscape	Wayne St & Main St Piqua, Oh	\$ 611,500.00	Chris Schmiesing 937-778-2044	Renovation of Streets, concrete, pavers, sidewalks, pipes
Montgomery County Childrens Services	Childrens Services	\$ 1,064,600.00	Rick Heyne 937-225-4677	Parking Lot, pipe, asphalt, concrete
Island Park	Helena Street Dayton, Oh	\$ 1,117,364.00	Montgomery County Five rivers Metro Park	Renovation of entire park
Springboro Library	125 Park Lane Springboro, Oh	\$ 292,147.00	Franklin Public Brd of Trustees, Franklin, oh	Addition to Library
New Office Building	35 Commercial Way Springboro, Oh	\$ 265,925.00	Jeff Laurito-Attorney	Build New Law Office
Jergens Tool & Mold	155 Harrisburg- Englewood, Oh	\$ 303,900.00	Ernest Jergens	Build New Addition to existing offices and factory
Yankee Park Noon Optimist Shelter	7500 Yankee St Centerville, Oh	\$ 87,714.00	Centerville Wshington Park District, Centerville, Oh	New Shelter

Lindsey Steel	301 Shotwell Dr Franklin, Oh	\$ 812,394.00	Miami Valley Steel, Piqua, Oh	New Building
Hobart Government Center	501 W Main St Troy, Oh		Miami County Main St Troy, Oh 201 W	New Building
Huber Heights NEP Center	Orchardly St - Oakwood, Oh	\$ 104,846.00	City of Oakwood 30 Park Ave Oakwood, Oh	Renovation of Tennis Courts

ADDENDUM NO. 1

**RALLISTON AVENUE WATER MAIN IMPROVEMENTS
5% MBE, 5% WBE, AND 10% SBE PARTICIPATION**

SEPTEMBER 23, 2016

TO ALL BIDDERS:

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

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

- This page: AD1-1

Revised Plan Sheet General Note # 1

Remove note #11 on plan sheet #1, and replace it with the revised General Note below. Revisions shown in bold.

11. WHEN HOT ASPHALT IS NOT AVAILABLE TO MAKE PERMANENT REPAIRS, COLD WEATHER TEMPORARY PAVEMENT SHALL BE USED. THE COLD WEATHER TEMPORARY PAVEMENT SHALL BE ACCORDING TO SECTION 9 OF THE CITY OF DAYTON DEPARTMENT OF PUBLIC WORKS RULES AND REGULATIONS FOR MAKING OPENINGS IN A PUBLIC WAY (LATEST EDITION). THIS WORK SHALL BE INCLUDED IN THE UNIT BID PRICES FOR ITEM ALT 1 "COLD WEATHER TEMPORARY PAVEMENT."

ITEM ALT 1 "COLD WETHER TEMPORARY PAVEMENT" SHALL INCLUDE THE PLASTIC SHEET, TEMPORARY PAVEMENT, REMOVAL, AND OTHER ITEMS INCIDENTAL THERETO.

304 AGGREGATE AND/OR BACKFILL (AS SPECIFIED IN ITEM 810 "EXCAVATION AND BACKFILL") MAY BE USED IF IT IS NOT "FROZEN" AS DETERMINED BY THE ENGINEER IN THE FIELD. IF THE 304 AGGREGATE AND/OR BACKFILL ARE DETERMINED TO BE "FROZEN", CDF OR LSM MAY BE USED AS DIRECTED BY THE ENGINEER.

"LOW STRENGTH MORTAR BACKFILL, TYPE 1 (NO FLY ASH)" SHALL BE PAID FOR UNDER ITEM 615 BY VOLUME. THIS ITEM WILL BE PAID FOR IN ADDITION TO OTHER ITEMS INVOLVING STRUCTURAL BACKFILL, SUCH AS ITEM 810 "EXCAVATION AND BACKFILL WITH STRUCTURAL BACKFILL" AND ITEM 845 "SERVICE REPLACEMENT, METHOD "B"". THE UNIT PRICE BID FOR THIS ITEM IS INTENDED TO BE THE COST OF LSM BACKFILL (PER CUBIC YARD) MINUS THE COST OF STRUCTURAL BACKFILL (PER CUBIC YARD).



City Manager's Report

3.

From **3420 - Water/Water Engineering**

Date **November 2, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$298,699.00 (thru 03/2018)**

Name **Double Jay Construction, Inc.**

Address **25 Harrisburg Dr.
Englewood, OH 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Ace Pl Wtr Main Replacement	41226-6450-1424-54	\$54,377.40
2016 Water Capital Funds (Cash)	53005-3445-1424-54-WF1608	\$244,321.60

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

Description

ACE PLACE WATER MAIN IMPROVEMENTS
(5% MBE GOAL/5.55% MBE ACHIEVED, 5% WBE GOAL/5.56% WBE ACHIEVED & 15% SBE GOAL/17.9% SBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with Double Jay Construction, Inc., in the amount of \$298,699.00 for the Ace Place Water Main Improvements project. This amount includes the base bid of \$246,990.00, Alternate No. 1 - Contingency Allowance for \$24,699.00 (10% of the base bid), and Alternate No. 2 - Cold Weather Restoration for \$27,010.00. This project consists of construction of approximately 900 linear feet of new 8" water main. Work includes removal and abandonment of the existing 6" water main, installation of new ductile iron pipe and fittings, gate valves, fire hydrants and all other work incidental thereto. Work also includes full width asphalt resurfacing of Ace Place.

Seven bids were received for this project on September 29, 2016. After evaluating the bids, Double Jay Construction, Inc.'s bid was the lowest. The estimated cost for the project (including Alternates No. 1 & No. 2) was \$365,000.00. The time for contract completion is 90 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is March 31, 2018.

This project is being funded using 2016 Water Capital Funds (Cash) for the water main replacement and using the Public Works Ace Place Water Main Replacement Fund for the asphalt resurfacing. This project will be reimbursed by an Ohio Public Works Commission (OPWC) State Capital Improvement Program grant in the amount of \$45,000.00. This project supports the Asset Management Capital Reinvestment Program by replacing existing 6-inch diameter mains in an area targeted for 8-inch diameter replacements which have a high break history (8 breaks since 2000).

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 _____

**DAYTON, OHIO
DEPARTMENT OF WATER**

PROPOSAL TABULATION FOR:

Ace Place Water Main Improvements
(5% MBE, 5% WBE, 10% SBE)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>September 29, 2016</u>	<u>\$ 365,000.00</u>	<u>90 Calendar Days</u>

Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
<u>*Double Jay</u>	<u>\$298,699.00</u>	<u>\$0.00</u>	<u>\$298,699.00</u>
<u>Associated Exc</u>	<u>\$353,196.22</u>	<u>\$0.00</u>	<u>\$353,196.22</u>
<u>CG Construction</u>	<u>\$342,560.15</u>	<u>\$0.00</u>	<u>\$342,560.15</u>
<u>Tall View Palladium</u>	<u>\$332,679.72</u>	<u>\$0.00</u>	<u>\$332,679.72</u>
<u>Performance Site Dev.</u>	<u>\$396,930.97</u>	<u>\$0.00</u>	<u>\$396,930.97</u>
<u>Adleta</u>	<u>\$348,541.10</u>	<u>\$0.00</u>	<u>\$348,541.10</u>
<u>Milcon</u>	<u>\$353,895.22</u>	<u>\$0.00</u>	<u>\$353,895.22</u>

*** RECOMMENDED FOR AWARD**

¹ includes Base Bid, Alternate No. 1 - Contingency Allowance and Alternate No. 2 - Cold Weather Restoration



MEMORANDUM

October 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Ace PPlace Water Main Improvements (5% MBE, 5% WBE and 15% SBE Participation) project**

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

	PERCENTAGE OF PARTICIPATION
1. Double Jay Construction, Inc	
A. MINORITY BUSINESS ENTERPRISE W.C. Jones Asphalt Paving Co. Inc	5.55%
B. WOMEN BUSINESS ENTERPRISE Green Star Trucking	5.56%
C. SMALL BUSINESS ENTERPRISE W.C. Jones Asphalt Paving Co. Inc	17.9%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	5.55% MBE
	5.56% WBE
	17.9% SBE

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

NOTE TO CONTRACTORS:

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

**CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS**

Bid Form

ACE PLACE WATER MAIN IMPROVEMENTS

(5%MBE, 5%WBE, & 15%SBE PARTICIPATION)

Bidder DOUBLE JAY CONSTRUCTION, INC

25 HARRISBURG DR

ENGLEWOOD, OH 45322

PH/FAX (937)832-3123/832-2596

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:

Ace Place Water Main Improvements

(5% MBE, 5% WBE and 15% SBE Participation)

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

Bid Form (Continued)

ACE PLACE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 15% SBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Pipe Removed, 6"	685	L.F.	3.85	2,637.25
202	Grinding Existing Pavement, 2"	2500	S.Y.	5.15	12,875
304	Aggregate Base	100	C.Y.	47.15	4,715
407	Tack Coat, 0.1 Gal Per S.Y.	250	GAL	5.40	1,350
ODOT 442	Asphalt Concrete Surface Course, 12.5mm, TYPE A (448) 2" (full width)	300	TONS	129.60	38,880
ODOT 442	Superpave Asphalt Concrete (trench only) 1"	30	TONS	201.60	6,048
608	Concrete Walk	500	S.F.	6.55	3,275
609	Mountable Curb	150	L.F.	20	3,000
614	Maintaining Traffic	1	LUMP	23,074.05	23,074.05
623	Construction Layout Stakes	1	LUMP	735	735
653	Topsoil Furnished and Placed, 4"	60	C.Y.	37	2,220
659	Seeding and Mulching (Hydro Seed)	250	S.Y.	6.15	1,537.50
810	Street Cut Permit	1	LUMP	\$ 1,555.20	\$ 1,555.20
810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	80	L.F.	91.80	7,344
810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	880	L.F.	52.90	46,552

ACE PLACE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 15% SBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
811	Rock Excavation	165	C.Y.	41	6,765
824	6" Ductile Iron Water Pipe and Fittings	80	L.F.	30	2,400
824	8" Ductile Iron Water Pipe and Fittings	880	L.F.	20.65	18,172
837	Abandoned, Special (Water Valves)	3	EA.	299	897
840	6" Gate Valve and Appurtenances	4	EA.	734	2,936
840	8" Gate Valve and Appurtenances	2	EA.	1,118	2,236
843	Fire Hydrant, Installed	4	EA.	2,479	9,916
843	Fire Hydrant, Removal	2	EA.	573	1,146
844	8"X8" Water Main Tap	1	EA.	1,804	1,804
845	Service Replacement, Method "B"	20	EA.	845	16,900
847	Cut and Plug 6" Water Line	4	EA.	660	2,640
SPL -1	Temporary Water System	1	LUMP	21,005	21,005
SPL-2	Asphalt Rejuvenationg Agent (0.1 GAL/S.Y.)	2500	S.Y.	1.75	4,375
TOTAL BASE BID				\$	<u>246,990</u>

Bid Form (Continued)

ACE PLACE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 15% SBE PARTICIPATION)

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
ALT	Contingency Allowance	1	LUMP	24,699	24,699
	(Shall equal 10% of the Contractor's Total Base Bid)				

TOTAL ALTERNATE NO. 1

\$ 24,699

ALTERNATE NO. 2
COLD WEATHER RESTORATION

This Alternate is for the cost for the Contractor perform trench restoration during cold weather when hot asphalt is not available, as directed by the Engineer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
615	Low Strength Mortar Backfill, Type 1 (no fly ash)	650	C.Y.	25.40	16,510
SPL-3	Cold Weather Temporary Pavement	500	S.Y.	21	10,500

TOTAL ALTERNATE NO. 2

\$ 27,010

Bid Form (Continued)

ACE PLACE
WATER MAIN IMPROVEMENTS
(5% MBE, 5% WBE, 15% SBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>123,495</u>	\$ <u>123,495</u>	\$ <u>246,990</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>24,699</u>	\$ <u>24,699</u>
TOTAL ALT. NO 2 (Cold Weather Restoration)	\$ <u>21,610</u>	\$ <u>5,400</u>	\$ <u>27,010</u>

The time of completion fixed by the City is 90 Calendar Days.

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

NAME

ADDRESS

NO OTHER PERSON OR PARTY OTHER THAN THE BIDDER IS INTERESTED IN

THIS BID

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

DOUBLE JAY CONSTRUCTION, INC

State of Incorporation

OHIO

Name and Title of
Officers with Authority
to Sign Contract

RON BLAIR, PRESIDENT; RANDY BLAIR, VP

LEE OVERTURF, ASST VP

Home Office Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Local Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Telephone (937)832-3123 Fax (937)832-2596

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 29TH day of SEPT, 20 16

Bidder: DOUBLE JAY CONSTRUCTION, INC
(Person, Firm, or Corporation)

By: *Ron Blair*

Title: RON BLAIR, PRESIDENT

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

AMOUNT \$ 29,870

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

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

Signed and sealed at Dayton, Ohio this 29th day of September, 2016.

Double Jay Construction, Inc.

By: Ron Blair

RON BLAIR Bidder PRESIDENT

Ohio Farmers Insurance Company

By: Amanda L. Morris

Amanda L. Morris Surety Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

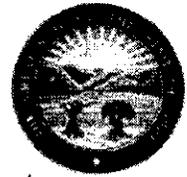
Telephone 937-228-4135 FAX 937-824-3265

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

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2015

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

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

State of Ohio

ss:

County of Medina

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

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations



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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

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



BD5402 B

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/18/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3413992 02

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRENDA G. TAYLOR, MICHELLE A. DEMMITT, CONSTANCE COLLINS, JENNIFER L. SALM, AMANDA L. MORRIS, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JANUARY A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JANUARY A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of September A.D., 2016



Frank A. Carrino Secretary Frank A. Carrino, Secretary

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

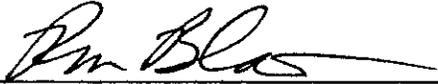
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, RON BLAIR hereby certify that DOUBLE
(print name-- an Officer of the company)

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

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

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

By: 
(signature)

Title: RON BLAIR, PRESIDENT

Date: SEPTEMBER 29, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

HEALTH INSURANCE	_____
LIFE INSURANCE	_____
VACATION	_____
PENSION	_____
_____	_____
_____	_____

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.

N/A	_____
_____	_____

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

WC Jones	_____
Green Star	_____
_____	_____
_____	_____
_____	_____
_____	_____

Lee Overturf

From: Lee Overturf
Sent: Wednesday, September 21, 2016 8:15 AM
To: 'Ben Poeppelman'; 'Dave Groth (dave.groth@jrjnet.com)'; 'Fred Poeppelman'; 'Rick Campbell (rick.campbell@martinmarietta.com)'; 'Steve Denlinger (sdenlinger@barrettpaving.com)'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; 'John Norton (John.Norton@BarrettPaving.com)'; 'Perry Walls (perrywalls@jrjnet.com)'; 'Pete Flora (pete.flora@jrjnet.com)'; 'Poynter, Sean'; 'Sean Poynter (sean.poynter@jrjnet.com)'; 'Steve Overholser'; 'Steve Puterbaugh (puterbaugh@woh.rr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSI@sbcglobal.net)'; 'Karen McIntyre (kmcintyre@pavetechinc.com)'; 'Dennis Goecke (dgoecke@ernstconcrete.com)'; 'Dick Hoying (dhoying@piquaconcrete.com)'; 'Doug Ernst (dougernst@hotmail.com)'; 'A.E. Associates & Co.'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc.'; 'American Native Industries'; 'Armstrong Electrical'; 'Aztec Electric, Inc.'; 'B&C Nationwide, LLC'; 'Bansal Construction, Inc.'; 'Big L Trucking & Excavating'; 'Branchs LL'; 'BT King, Inc.'; 'Caver Brothers, Inc.'; 'CD & CD Painting'; 'Clarkes Enterprise'; 'D & E Construction Solutions, LLC'; 'D Thompson General Contracting, LLC'; 'D.C. Heating Cooling, and Plumbing'; 'D.L. Plumbing and Mechanical'; 'Dale Taylor'; 'EWOL Trucking and Construction'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Green Star Trucking'; 'Ideal Electrical Services, Inc'; 'Independent Trucking'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; 'Ken Block (kblock@woh.rr.com)'; 'Kes Harris Trucking, LLC'; 'Lee's Heating & Cooling, Inc.'; 'Maurice Construction Services, LLC'; 'Rice Electric Co., Inc.'; 'Rod-Techs, Inc.'; 'Tall View Palladium'; 'Urban Economy'; 'W.C Jones Asphalt Paving'; 'A. C. Plumbing'; 'Alexis Construction'; 'Al's Electric Service'; 'Associated Excavating'; 'Billy Back Excavating'; 'Bodden Construction'; 'Brian Brothers Painting & Restoration, LLC'; 'C. M. C. Forming, Inc.'; 'C. Miller Excavating'; 'CK Excavating, Inc.'; 'Clarkes Enterprise'; 'CMF Installers, Ltd'; 'Demmy Sand & Gravel, LLC'; 'Ergon Site Construction, LLC'; 'Fast Lane Construction, LLC'; 'Grisson Construction, LLC'; 'Gunckle Trucking'; 'HG Contracting, LLC'; 'Imperial Trucking & Contracting, LLC'; 'Insulated Roofing Systems, Inc.'; 'Isaacs Fence Service, Inc.'; 'Jindal Builders & Restoration Corp.'; 'John K. Leohner Co., Inc.'; 'K&T Construction & Supply'; 'Kingdom Bright, Inc.'; 'Linda S. Murphy (jlmtrk@aol.com)'; 'Mad River Construction'; 'McDaniels Construction Corp., Inc.'; 'MLS Services, LLC'; 'Net Quest Services, LLC'; 'On Point Logistics, LLC'; 'Opportunities, Inc.'; 'Osterfeld Champion Services, Inc.'; 'Overstreet PAinting & Decorating'; 'Partin Trucking, Inc.'; 'Pure Drywall, Inc.'; 'Reese Electric, Inc.'; 'Roark Farms & Excavating'; 'Rose Trucking'; 'Simpson Trucking'; 'Teverbaugh Equipment, Inc.'; 'V.M. Gaines'; 'Verdite Construction, Inc.'; 'VMI Corporation'; 'Warfield Concrete & Construction, Inc.'; 'Addison Trucking, Inc.'; 'AKA Construction, Inc.'; 'Architectural Maintenance Services'; 'Better Built Construction Services'; 'Bright Street, LLC'; 'Cannon Construction Services, Inc.'; 'D&R Fourman, LLC'; 'DT Trucking, LLC'; 'E&S Painting & Drywall Finishing'; 'Faith Daniel & Company, LLC'; 'Garber Excavating dba Dixie Excavating'; 'Gary Bryant Construction'; 'J&B Steel Erectors'; 'J. Hobbs Excavating'; 'Judo Steel Co., Inc'; 'Korrek Plumbing Co.,'; 'KrisCo Trucking, Ltd.'; 'Landscapes by Bill Atkin'; 'Miami Valley Masonry'; 'Ralph E. Rhoden Painting & Decorating'; 'Raven Finishes, Inc.'; 'Reinhard Boring Tech'; 'She Paints, Inc'; 'Start 2 Finish Excavating'; 'ThermalTech Insulation'; 'TNT Trucking, LLC'; 'West Side Insulation'; 'Williams Logistics'; 'WIW Enterprises, Inc.'; 'Dave (davew@sthenrytileco.com)'; 'David Tilley (david.tilley@ferguson.com)'; 'Jason Martintoni (jmartintoni@usameters.com)'; 'Jeff Huelskamp (jeff.huelskamp@hdsupply.com)'; 'Kathy Iron (Kathy.Iron@ejprescott.com)'; 'Mike Phillips'; 'Steve Griffith'; 'John Brumbaugh (john@bes-engineer.com)'; 'Lou Riancho

To: (lgriancho@woh.rr.com); Matthew Heis (mheis@winemillerengineering.com); Tom Marsh (mcdougallmarsh@woh.rr.com)
Cc: ron@doublejayinc.com
Subject: Request for Quote - Ace Place Water Main Improvements - Dayton
Attachments: BID REQUEST - Ace Place Water Main Improvements to City of Dayton 09-29-16.doc

Please let us know if you will be providing a quote for this project. Plans and specifications are available at our office for review and/or copying. Please note that there are MBE, WBE, & SBE requirements for this project so please make note of your status when providing a quote.

Thank you,

Lee Overturf
Double Jay Construction
25 Harrisburg Drive
Englewood, OH 45322
(937) 832-3123 phone
(937) 832-2596 fax
(513) 477-7603 cell
lee@doublejayinc.com email



BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Ace Place Water Main Improvements

OWNER: City of Dayton

BID DATE: September 29, 2016

TIME: 12:00 NOON

TAX EXEMPT: Yes

PRE WAGE: Yes

ESTIMATOR: Lee Overturf

WILL YOU BE BIDDING? YES NO

PLEASE RESPOND TO FAX NUMBER 832-2596 or EMAIL
lee@doublejayinc.com

COMPANY NAME _____

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: ACE PLACE WATER MAIN IMPROVEMENT DAYTON, OH
NAME LOCATION

During the performance of this contract:

DOUBLE JAY CONSRUCTION, INC 25 HARRISBURG DR (937)832-3123/832-2596
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

DOUBLE JAY CONSTRUCTION, INC

(Contractor)

certifies that:

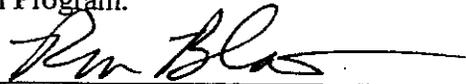
1. The following listed construction trades will be used in performance of this project.

<u>LABOR</u>	_____
<u>OPERATOR</u>	_____
<u>TRUCK DRIVER</u>	_____
<u>PIPE LAYER</u>	_____
<u>CONCRETE FINISHER</u>	_____
_____	_____
_____	_____

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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

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

Project Name:

ACE PLACE WATER MAIN IMPROVEMENTS

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

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	W.C. JONES ASPHALT PAVING					ASPHALT PAVING
Tax I.D. Number:	31-0955590					
Street Address:	P.O. Box 188 905 S. BROADWAY ST.					
City/State/ Zip Code:	DAYTON, OH 45417					
Phone (area code/#):	E-mail: leo.lucas1@wcjonesasphalt.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 246,990 Total \$ to subcontract: \$ 13,700 Total % subcontract: 5.55%

PRIME CONTRACTOR'S REPRESENTATIVE		SUBCONTRACTOR	
Print Name:	RON BLAIR	Street Address	DOUBLE JAY CONSTRUCTION, INC
Sign Name:	<i>Ron Blair</i>		25 HARRISBURG DR
		City/State/Zip	ENGLEWOOD, OH 45322

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: ACE PL WATER MAIN IMPROVEMENTS

Participation Goal (list only one): 5%MBE

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

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

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

Project Name:

ACE PLACE WATER MAIN IMPROVEMENTS

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>GREEN STAR TRUCKING</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Tax I.D. Number: <u>31-1369408</u>					TRUCKING (HAUL OFF)	
Street Address: <u>P.O. Box 26098</u>						
City/State/ Zip Code: <u>Trotwood, OH 45426</u>						
Phone (area code/#): <u>(937) 837-7703</u> E-mail: <u>gstar426@aol.com</u>						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 246,990 Total \$ to subcontract \$ 13,725 Total % subcontract: 5.56%

PRIME CONTRACTOR'S REPRESENTATIVE			
Print Name:	<u>RON BLAIR</u>	Street Address	<u>DOUBLE JAY CONSTRUCTION, INC</u>
Sign Name:			<u>25 HARRISBURG DR</u>
		City/State/Zip	<u>ENGLEWOOD, OH 45322</u>

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: ACE PL WATER MAIN IMPROVEMENTS

Participation Goal (list only one): 5%WBE

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

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

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

Project Name:

ACE PLACE WATER MAIN IMPROVEMENTS

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>W.C. JONES ASPHALT PAVING</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<u>ASPHALT PAVING</u>
Tax I.D. Number: <u>31-0955590</u>						
Street Address: <u>P.O. Box 188 905 S. BROADWAY ST.</u>						
City/State/ Zip Code: <u>DAYTON, OH 45417</u>						
Phone (area code/#): <u>(937) 228-1253</u>						
E-mail: <u>leo.lucas1@wcjonesasphalt.com</u>						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 246,990 Total \$ to subcontract \$ 44,225 Total % subcontract: 17.9 %

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor Information	
Print Name:	<u>RON BLAIR</u>	Street Address	<u>DOUBLE JAY CONSTRUCTION, INC</u>
Sign Name:			<u>25 HARRISBURG DR</u>
		City/State/Zip	<u>ENGLEWOOD, OH 45322</u>

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: ACE PL WATER MAIN IMPROVEMENTS

Participation Goal (list only one): 15% sbe

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

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

WORKERS UTILIZATION REPORT

NAME OF PROJECT : **Ace Place Water Main Improvements**

(5% MBE, 5% WBE, & 15% SBE Participation)

To: SUPERVISOR OF CONTRACT COMPLIANCE
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100

Dayton, OH 45402

vicki.krapft@daytonohio.gov

Reporting Period : **September 2016**

Period Ending: **September 30, 2016**

From: **Randy Blair**

Company: **Double Jay Construction, Inc**

Address: **25 Harrisburg Dr**

Telephone Number: **937-832-3123**

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW AGGREGATE REPORTS OF WORKER UTILIZATION REPORTS FOR THIS PROJECT MAY BE MADE PUBLIC																				
1. Employee Name, Address, & last 4 digits of the SSN# (may be copied from the Certified Payroll Report)	Ethnic Group								Gender			Classification				Number of Hours Worked				
	HUD3	Two or More Races	White Non-Hispanic	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaska Native	Other	Male	Female	Trade	Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week
Bodenmiller, Mark 2650 Rugged Hills Rd Casstown, OH 45312 (8408)		X						X		Labor/ Operator	X									
Bruggeman, Michael, 684 S State Rd 1 Dunkirk, IN 47336 (7385)		X						X		Operator/Concrete Finisher	X									
Calicoat, Timothy 7270 Lostcreek Shelby Rd Fletcher, Oh 45326 (4952)		X						X		Labor	X									
Coate, Corey, 899 Stichter Rd, Pleasant Hill, OH 45359 (9339)		X						X		Labor/ Operator	X									
Cooper, Casey, 604 Ohio St, Troy, OH 45373 (5269)		X						X		Labor/ Operator	X									
Cooper, Joseph-686 Sodom Ballou Rd, Fletcher, OH 45326 (5883)		X						X		Labor	X									
Davis, Joe-888 Rangeline Rd Pleasant Hill, OH 45359 (8367)		X						X		Labor	X									
Duff, Zach 103 Franklin St Casstown, OH 45312 (1444)		X						X		Labor	X									
Fischvogt, Mitchell 111 Floral Acres Tipp City, Oh 45371 (8691)		X								Labor/ Operator	X									
Forsythe, Shannon-1204 Northbrook Ave, Troy, OH 45373 (1371)		X						X		Labor/ Operator	X									
Hewitt, Dallas 5585 Snodgrass Rd Fletcher, OH 45326 (7739)		X						X		Labor	X									
Heyne, Kyle m 2203 Cadie Ave Dayton, Oh 45414 (0311)		X						X		Labor	X									
Long, Kelly-300 Steven St Covington, Oh 45318 (1890)		X						X		Labor/ Operator	X									
Reed, Jerry-1813 Kenningston Dr Dayton, Oh 45406 (9671)			X					X		Labor	X									
Scales, Samuel 105 E Worley Ave Dayton, OH 45414 (4429)			X					X		Truck Driver	X									
Schwieterman, Randy-1111 Ruby Lane Coldwater, OH 45828 (1072)		X						X		Labor/Concrete Finisher	X									
Steck, Ronald 1526 Verona-Pittsburg Rd Arcanum, OH 45304 (3941)		X						X		Labor	X									
Wagner, Blane 7709 Bollinger Rd Conover, OH 45317 (8083)		X						X		Labor	X									
Wickman, David -1519 Dean Circle Troy, OH 45373 (5992)		X						X		Labor/Concrete Finisher	X									
Instruction: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of																				
Workforce Goals		11.5% Minority								6.9% Female			10% HUD Section 3							

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Ongoing Projects

Project	Location	Contract Amount	Contact/Owner/Reference	Brief Description	EST Date of Completion	% Complete
DAR-SRTS-Ansonia,	Ansonia, OH	\$ 224,165.65	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	100.00%
Stanely Ave/Webster St Intersection Improvements	Dayton, OH	\$ 623,951.20	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	3/25/1900	95.00%
Smithville Rd Bikeway	Kettering, Oh	\$ 204,094.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/15/2016	100.00%
CR 25A-16.48	Piqua, Oh	\$ 224,488.25	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	85.00%
Riverfront Park Ph 1	Miamisburg Oh	\$ 284,692.00	City of Miamisburg Keith Johnson, City Manager 10 North First Street Miamisburg, OH 45342 (937)848-6531	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	87-31	100.00%
Broadway Sat Bikeway	Dayton, OH	\$ 284,692.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/30/2016	90.00%
Administration Office Upgrades	250 Sandridge Dr Moraine, OH 45449	\$ 87,000.00	Mont Co Environment al Srv Ken Stewart 2550 Sandridge Dr Moraine, Oh 45449	Demolition/Removals, Caroenry, Cabinry, Drywall, Carpets, Painting, Sprinklers, HVAC, Electrical	4/30/2016	100.00%
Civic Commons Pond Edging Repair	City of Kettering	\$ 449,948.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Pond Edging Repair	4/30/2016	100%
Treasure Island Marina & Park Improvements	Troy Ohio	\$ 1,686,352.00	City of Troy Stan Kegley 250 S Garber Dr Troy, OH 45373	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	7/31/2016	95.00%
Improvement of Parks Facilities-PH 2	Various Parks Dayton Oh	\$ 550,000.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing, Tennis Courts, Basketball Courts, ect	4/30/2016	100.00%
Fairfield Park Entrance and Roadway improvements	Fairborn, OH	\$ 476,634.55	Lee Harris 44 W Hebble Ave Fairborn, OH 45324	Concrete, pavers, landscaping, asphalt	10/8/2017	100.00%

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Recent Experience

Project	Contract Date	Location	Contract Amount	Contact/Owner/Reference			
Tipp City 2015 Water & Sanitary Improvements Walnut Ave		Tipp City Ohio	\$ 699,898.00	Johyn Bodiker (937)669-8477 260 S Garber Drive Tipp City, OH 45371	8/31/2016	100%	Date Completed
Holbrook Plaza		Dayton Ohio	\$ 250,409.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	3/25/1900	95%	
Cornerstone of Centerville New Entrance to Dayton Wright Brothers Airport		Centerville Ohio	\$ 554,984.00	Oberer Construction Tony Quinter 3475 Newmark Dr Miamisburg, OH 45342	8/15/2016	100%	
Black Oak South Improvements Phase 4B	8/26/14	Dayton, OH	\$ 208,750.00	Lana Hamby 101 W Third ST Dayton, OH 45401	8/31/2016		85%
GRE-Dayton-Xenia Road		Beavercreek, OH	\$384,808.00	Mary Lou Pence, 100 W Spring Valley Rd Centerville, OH (937)433-7151	87-31		100% 9/2/2015
MOT-W Carrollton Intersection Improvements	4/27/15	W Carrollton Oh	\$287,377.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513	9/30/2016		90% 3/31/2015
MOT-Hillcrest SRTS	4/23/15	Dayton OH	\$144,341.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662		100%	4/19/2015
Tubman Sage and Revels	3/6/15	Dayton, OH	\$1,156,340.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831	Dave Weinandy, PE, Division of Engineering 937-333-5513	100%	7/13/2015
Gisey Avenue Water Main Improvements	11/7/14	Gilsy Avenue Dayton,)OH	\$550,001.80	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	100%	9/27/2015
					10/8/2017	100%	9/16/2015

Highview Hills Water Main Improvements	10/27/14	Highview Hills Dayton, Oh	\$ 332,542.30	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/16/2015
Centerville Gateway Enhancement		Centerville, OH	\$ 111,840.00	Douglas Spitzer, 100 W Spring Valley Rd Centerville, OH (937)433-7151		Concrete, pavers, landscaping, asphalt	6/15/2015
Piqua-Troy/Troy-Urbana Intersection Realignment		Tipp City, OH	\$ 762,361.00	Patric Titterington (937)224-1725		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/12/2014
Downtown Utilities-Tipp City		Tipp City, OH	\$ 3,200,000.00	City of Tipp City Ohio John Bodiker 937-669-8477		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/24/2015
Improvement of Parks Facilities	7/7/2014		\$ 550,000.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing. Tennis Courts, Basketball Courts, ect	
Creative Form Building Addition		Dayton	\$ 749,941.00	Dayton Urethane/Bill Palmer 3337 N Dixie Dr Dayton, Oh 45414		Bldg, Hvac, Sprinklers, Electrical, Finishings, Loading Dock, Overhead Doors, Site Improvements	1/22/2015
MOT Stroop & Shroyer		Stroop & Shroyer Kettering OH	\$ 738,418.35	Steve Bergstresser 3600 Shroyer Road Kettering OH 937-296-2404		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	12/31/2014
Wayne Ave TE	6/4/14	Dayton, OH	\$ 283,145.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	
Versailles Safe Walk to School		Versailles, OH	\$ 214,906.00	(937)497-0200		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	7/14/2014
Lathrem Senior Center Turnabout		2900 Glengarry Dr Kettering	\$ 92,774.15	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401		Concrete Improvements	12/20/2014
Recycling & Reseach Site Improvements		2550 Sandridge Dr Moraine, Oh	\$ 193,538.00	William Horst Mont County 2550 Dandridge Dr Moraine, OHIO 45439 937-496-3080		Concrete Improvements	9/21/2014
GRE-CR25 Grange Hall RD TE		Grange Hall & Pentagon Blvd Beavercreek, Oh	\$ 253,094.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins, Asphalt, Crosswalks, Signs	9/15/2014
Miami County Storm Sewer		Peters Rd Miami County	\$ 45,000.00	Miami County		Storm Sewer Improve ments	7/31/2013

Tipp City County Rd 25A Rt Turn Lane		County Rd 25 A Tipp City	\$ 57,903.00	City of Tipp City 260 S Garber Tipp City, OH 45371 John Crusey, City Mgr (937)667-6305		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2013
Tartan Market & Bldg 20 Entrance		Dayton, OH	\$ 210,177.00	Sinclair Community College 444 West third Street Dayton, Ohio 45402 (937)512-3020		Replace pavers, concrete and drainage	11/30/2012
Safe Routes to School MOT-Fairview	2-25-103	Fairview High School City of Dayton	\$ 139,282.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing, pavement, curbs	12/31/2012
Ottawa Yards Parking Lot Improvements		Monument Ave Dayton, Oh	\$ 668,869.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	11/30/2012
Xenia Bike Spur Enhancement		Miami Ave Xenia, Oh	\$ 325,808.55	City of Xenia (Lisa Waters) 966 Towler Road Xenia, OH 45385 (937)376-7265	Dave Weinandy, PE, Division of Engineering 937-333-5513		10/31/2012
Wayne Street Streetscape		Wayne St Piqua, OH	\$351,000.00	City of Piqua (amy Havenar) 207 W Water St Piqua, OH 45356		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	11/15/2012
WAR-IR 75.0.38		I 75 & Sr 63 Monroe, OH	\$ 1,032,228.00	ODOT District 8 Mark J Wilson, PE 505 South State Route 74 Lebanon, OH 45036		Clearing, Overpass Fence, Brick Columns, Lighting, Irrigation, and Landscaping	10/31/2012
MIA US 36-10.77		ST Rte 36 Piqua, Oh	\$2,154,502.00	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	10/15/2011
DAR-LR-Tri-Village Schools		New Madison, OH	\$ 308,070.00	ODOT/ District 7 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	10/15/2011
SHE-LR/State Streer		State Strret Botkins, Oh	\$ 439,192.88	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Concrete remove & Replace, Asphalt	10/31/2011
Neighborhood Parks Reconstruction Group 2		Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494		Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , retaining wall, ect	11/1/2011

North West St	Village of Versailles	\$ 1,113,720.00	Randy Gump, City Manager 177 North Center Street Versailles, OH 45380 Phone 937-526-3294 Fax 937-526-4476	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, Bridge Railings and Granite work ect		
West Stroop Road	City of Kettering	\$ 429,965.00	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Ohio 45429 937-296-2436	Clearing & Grubbing, Concrete remove & Replace, Asphalt		
Neighborhood Parks Reconstruction Group 1	Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494	Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , ect		
Sr48/Wenger RD Intersection Improvement	Englewood, OH	\$ 319,732.00	City of Englewood/Al Butler 937-836-5106	Clearing & Grubbing, Concrete remove & Replace, Asphalt	4/18/2011 6/5/2011	
Black Oak South Improvement	Brainard Woods Centerville, OH	\$ 27,576.00	City of Centerville/ John Sliemers 937-428-4727	Clearing & Grubbing, Concrete remove & Replace, Asphalt	5/27/2011 12/3/2010	
MOT-Vandalia Streetscape	ODOT	\$ 952,200.34	ODOT/ District 7 Mark Schilling 937-570-6622	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, lighting	12/5/2010	
Old North Dayton transportation Enhancement	Valley & Keowee- Dayton, Oh	\$ 761,620.00	City of Dayton Pat Jones (937) 333-3803	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/13/2011	
Gibbons Road Phase 2	West Carrollton, Oh	\$ 284,830.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662	construction of Retaining Wall Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/16/2010	
Ward Park Swimming Pool	Village of Versailles	\$ 365,436.00	Village of Versailles - Randy Gump (937)526-3294	Swimming Pool and Spray Park	7/11/2010	
Greenville Public Square	Main & Broadway Greenville, Oh	\$ 622,971.00	Joy Rodenburgh 100 Public Square Greenville, Oh 56332	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/21/2010	
ODOT 09-0308	Various locations in Riverside, Oh	\$ 255,956.45	ODOT/ District 7 Joshua Bowman (937) 312-3876	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009	
Tech Town Infrastructure Improvements	Webster & Monument	\$ 679,176.00	City of Dayton Lana Hamby (937) 333-3803	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009

Kroc Center Infrastructure Improvements	Dayton, Oh	\$ 446,174.40	City of Dayton Patricia Jones (937) 333-3804 State Architects Office/Oregon Group Architects Kyle Zepernick (937) 228-1511	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	6/30/2009
Site Improvements -Mont Co Development Center	Huber Heights	\$ 95,050.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/2009
Acorn Dr	Kettering, Oh	\$ 388,866.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/09
Delaine Avenue Safe Routes to School	Kettering, Oh	\$ 157,165.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	4/30/2009
Park Avenue Streetscape	Oakwood, Oh	\$ 106,571.00	Kevin Weaver 30 Park Avenue Dayton, Oh 45419	Concrete remove & Replace, Asphalt	5/30/2009
					4/30/2009
Cox Arboretum Entrance	6733 Springboro Pike Dayton, Oh 45449	\$ 121,000.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275	New Curbs, New Entrance, Landscaping	5/30/2009
Beavercreek Intersection Improvement	Indian Ripple @ Woodcroft	\$351,194.00	John Woltja 1368 Research Park Beavercreek, Oh 937-427-5544	Drainage, Concrete, Intersection Improvement	4/30/2009
Harvard Boulevard Storm Sewer Replacement	Harvard & Catalpa Dayton, Oh	\$ 220,655.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh	Storm Sewer Replacement, Excavation	9/30/2008
3rd & Jefferson Radius Improvement	3rd & Jefferson, Dayton, Oh	\$ 21,545.00	City of Dayton Dan Blair 101 W Third St Dayton, Oh	Excavation, Concrete	11/30/2008
Middletown Hand Carried Boat Ramp	St Rt 73 Lemon Twnshp	\$ 44,536.00	Vicki Test Miami Conservancy District 38 East Monument Ave Dayton, Oh 45402 937-223-1271	Excavation, Concrete, Handrail	11/30/2008
Friendship Park	3& Edwin C Moses Blvd Dayton, OH	\$ 107,226.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh		12/3/2008

Monroe Veterans Memorial	Main St & Rte 63 Monroe, Oh	\$ 69,100.00	CDS Associates Gary Harsh, R.A. 11120 Kenwood Rd Cincinnati, Oh 45242 (513) 791-1700			
Wegerzen Garden	1301 E Siebenthaler Dayton	\$ 233,700.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275		Monument & Flaggpole	12/3/2008
Gateway Intersection Enhancement	Salem & Catalpa	\$ 368,650.00	DaytonReserves, LLC & Citywide Development 8 North Main St Dayton , Ohio 45402 Katie Helldoerfer 937-853-2520		Entrance Area	6/24/2008
2nd St Storm Improvement Project	Second & Webster, Dayton, Oh	\$ 99,597.00	Rick Dailey, City of Dayton Dept of Engineering 320 West Monument Ave Dayton, Oh 45402		Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	11/20/2008
Kettering, Oh	Far Hills to Marchester, Kettering	\$ 90,301.65	Rick Dailey, City of Dayton Dept of Engineering 320 West Monument Ave Dayton, Oh 45402		Improvement of Storm Sytem	6/8/2008
Visitor Center	Carliage Hill MetroPark	\$ 142,925.00	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Oh 937-296-2436		Segmented Retaining Wall/Sidewalk Repair & Replace	7/10/2008
St Rt 48 Phase 3	City of Englewood	\$ 705,972.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275		Renovation of plaza area	5/8/2008
ODOT St Rt 119	Village of Anna	\$ 737,556.00	City of Englewood/ Eric Smith City Mgr 937-836-5106		Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	8/20/2008
Orchardly Park	City of Oakwood	\$429,500.00	Odot- Village of Anna District 7 David Ley 937-492-1141		Renovation of street, sidewalk, lighting, streetwork, concrete, paving, landscaping	3/8/2008
Centerville Pedestrian Accessibility 2008	Centerville, Oh	\$43,897.00	City of Oakwood		Park Improvement, Water Park area, Playground Equipment	10/7/2008
Trotwood Street Beautification	Salem & Turner Rd Trotwood, Oh	\$84,615.00	John Sliemers-Assitant City Engineer 937-428-4727		Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	1/8/2008
			Charles Daughtrty City of Trotwood 3035 N Olive Rd Trotwood, Oh 45426 937-477-0220		Intersection Improvement	3/8/2008

Stivers School for the Arts New Track & Soccer Field		Fifth St Dayton, Oh	\$24,380.00	Scott Bruce, RDQM 937-220-9349/Fax 220-9352		Soccer Field, Wall	7/17/2008
Five Rivers MetroParks Pavillion Renovation		Monument Ave Dayton, Oh	\$55,900.00	Paul Williams 937-277-4831		Renovation of two restrooms	
Concord Township, Garage Addition & Renovation		1150 Horizon West, Troy, Oh	\$ 279,640.00	Candice Goodall, Arch. 937-335-1579		Concrete work, Construction of metal building, lighting & electrical	
Hillcrest & Barron St Improvement		City of Eaton	\$ 101,982.00	City of Eaton John Ferriell 937-456-4125		Street Improvement	
MWF Playground		Miami County Whitewater Forest Harbor 900 Hope Dr-Harrison, Oh	\$229,590.00	Hamilton County Park District 10245 Winton Rd Cincinnati, Oh Sally Bauer, Park Planner 513-521-7275		Playground Installation	
Washington Twnshp Sidewalk And Curbs		Washington Township	\$66,716.50	Wash. Twnshp Diane Smith Dept Sec 937-433-0796		Sidewalk and Curbs	
Tipp City Streetscape		Main St from Tippecanoe to Canal St	\$1,056,494.69	John Bodiker 937-669-8477		Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	
City of Miamisburg Gateway		Downtown Miamisburg	\$ 362,518.99	Bob Stanley/John Weithofer 937-847-6531		Concrete, pavers, landscaping, asphalt	

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Prior Experience

Project	Location	Contract Amount	Contact/Owner	Brief Description
City of Dayton- Five Oaks & Stuart Patterson Spray Parks	Five Oaks, Stuart Patterson, & Walnut Hills Spray Parks	\$169,200.00	Dave Weinandy, PE, Division of Engineering 937-333-5513	Conversion of wading pools into water spray areas. Emollltion and backfill of existing pools, installation of splash park water elements, including footers, electrical work, storm and sanitary sewers, plumbing work , sodding, ect
Beavercreek Park Project	Lofino Park, Virgalito Park, Creekside Park	\$162,855.00	John Woltja-Engineering Dept 937-427-5513	Pathway Improvements, parking areas, SR 835 ramp connector
Centerville Pedestrian Accessibility-2007	Centerville, Oh	\$64,939.00	John Sliemers-Assitant City Engineer 937-428-4727	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect
Chabad of Greater Dayton Good Samaritan Hospital - Parking Lot & Fence	2001 Far Hillis Ave Dayton, Oh 45419	\$ 33,000.00	Chabaad	Playground Installation
City of Troy Levee Improvement	Salem Ave & Philadelphia Dr Great Miami River between Market St & Adams St	\$ 150,000.00	Good Samaritan Hospital	Parking lot & Fence
City of Eaton-Richmond Water Main replacement	Richmond Pike St Rt 122 Eaton, Oh	\$ 357,921.00	City of Troy 100 S Market St Troy, Oh 45373	Levee Improvement
City of Englewood 2006/2007 Rt 48 Improvement Phase II	RSt Rt 48	\$ 186,418.00	City of Eaton 328 S Main St Eaton, Oh 45320	Water Main Replacement
Columbus Equipment - 2006	New Building Huber Heights	\$ 989,000.00	City of Englewood, Eric Smith, City Manager 937-836-5106 Fax 937-836-7426	Street Improvement, Lighting, Concrete, Stonework, Decorative Fencing
Village of Versailles (2002)	Versailles Downtown Streetscape	\$ 697,575.00	Mike Early 937-879-3154	Construction of new building
Greene County Career Center Phase I	Greene County Career Center Xenia, Oh 45385	\$ 1,404,533.00	Randy Gump City Manager Phone 937-526-3294 Fax 937-526-4476	Renovation of street, sidewalks, lighting, street work, concrete, pavers
Ohio State Highway Patrol Centerville Schools	Hoke Rd Clayton, Ohio Maintenance Building	\$ 2,177,139.00	Charles Stewart @ Turner Construction	
Kettering Skate Park	Indian Ripple Park 2801 Stroop Rd Kettering, Oh	\$ 1,262,522.00	Dan Rachardt of Ohio State Hwy Patrol	
Wright Dunbar Business District Parking Lots	1105 W Thlrd St Dayton, Ohio	\$ 180,000.00	Rick Heyne 937-225-4667	
City of Piqua- Streetscape	Wayne St & Main St Piqua, Oh	\$ 481,000.00	Reid Spalding - Facilities Director- City of Kettering	
Montgomery County Childrens Services	Childrens Services	\$ 679,691.00	Rob Pinchot Wilcon Corp	
Island Park	Helena Street Dayton, Oh	\$ 611,500.00	Chris Schmiesing 937-778-2044	Renovation of Streets, concrete, pavers, sidewalks, pipes
Springboro Library	125 Park Lane Springboro, Oh	\$ 1,064,800.00	Rick Heyne 937-225-4677	Parking Lot, pipe, asphalt, concrete
New Office Building	35 Commercial Way Springboro, Oh	\$ 1,117,364.00	Montgomery County Five rivers Metro Park	Renovation of entire park
Jergens Tool & Mold	155 Harrisburg- Englewood, Oh	\$ 292,147.00	Franklin Public Brd of Trustees, Franklin, oh	Addition to Library
Yankee Park Noon Optimist Shelter	7500 Yankee St Centerville, Oh	\$ 265,925.00	Jeff Laurito-Attorney	Build New Law Office
		\$ 303,900.00	Ernest Jergens	Build New Addition to existing offices and factory
		\$ 87,714.00	Centerville Wshington Park District, Centerville, Oh	New Shelter

Lindsey Steel	301 Shotwell Dr Franklin, Oh	\$ 812,394.00	Miami Valley Steel, Piqua, Oh	New Building
Hobart Government Center	501 W Main St Troy, Oh		Miami County Main St Troy, Oh 201 W	New Building
Huber Heights NEP Center	Orchardly St - Oakwood, Oh	\$ 104,846.00	City of Oakwood 30 Park Ave Oakwood, Oh	Renovation of Tennis Courts



City Manager's Report

4

From **3420 - Water/Water Engineering**

Date **November 2, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$925,804.00 (thru 8/2018)**

Name **Double Jay Construction, Inc.**

Address **25 Harrisburg Drive
Englewood, OH 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds (Debt)	53806-3445-1424-54-WF1611	\$925,804.00

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

Description

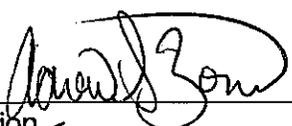
HOOVER AVENUE WATER MAIN IMPROVEMENTS
(15% MBE PARTICIPATION/15.02% MBE ACHIEVED) (5% WBE PARTICIPATION/5% WBE ACHIEVED)
(5% SBE PARTICIPATION/5% SBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with Double Jay Construction, Inc., in the amount of \$925,804.00 for the Hoover Avenue Water Main Improvements project. This amount includes the base bid of \$841,640.00 and Alternate No. 1 - Contingency Allowance for \$84,164.00 (10% of the base bid). This project consists of the installation of approximately 3,650 linear feet of 12" water main in Hoover Avenue from Guenther Road to North Gettysburg Avenue. Work includes the installation of ductile iron pipe and fittings, gate valves, fire hydrants and doing other work incidental thereto.

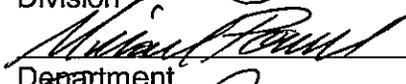
Eight bids were received for this project on September 29, 2016. After evaluation, Double Jay Construction, Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$1,160,000.00. The time for contract completion is August 15, 2017. The expiration date identified on the Certificate of Funds is August 31, 2018.

This project is being funded using 2016 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing mains which have a recent break history (17 breaks since 1998).

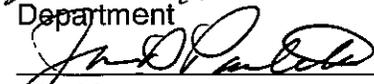
A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, and the Bid Form from the firm recommended for award are attached.



 Division



 Department



 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

**HOOVER AVENUE WATER MAIN
IMPROVEMENTS (15% MBE, 5% WBE,
and 5% SBE PARTICIPATION)**

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:	
<u>September 29, 2016</u>	<u>\$1,160,000.00</u>	<u>August 15, 2017</u>	
Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
*Double Jay Const.	\$925,804.00	\$0.00	\$925,804.00
Brumbaugh Construction	\$926,385.90	\$0.00	\$926,385.90
CG Construction	\$929,084.80	\$0.00	\$929,084.80
Adleta	\$1,053,140.04	\$0.00	\$1,053,140.04
Milcon	\$1,053,631.26	\$0.00	\$1,053,631.26
Performance Site Dev	\$1,099,511.71	\$0.00	\$1,099,511.71
Ford Dev	\$1,119,264.96	\$0.00	\$1,119,264.96
LJ Deweese	\$1,365,719.96	\$0.00	\$1,365,719.96

*** RECOMMENDED FOR AWARD**

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



MEMORANDUM

October 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Hoover Ave Water Main Improvements (15% MBE, 5% WBE and 5% SBE Participation) project**

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

	PERCENTAGE OF PARTICIPATION
1. Double Jay Construction, Inc	
A. MINORITY BUSINESS ENTERPRISE	
W.C. Jones Asphalt Paving Co. Inc	11.23%
Green Star Trucking	3.79%
B. WOMEN BUSINESS ENTERPRISE	
Brahan LLC.	5.00%
C. SMALL BUSINESS ENTERPRISE	
Brahan LLC	5.00%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	15.02% MBE
	5.00% WBE
	5.00% SBE

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

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form

HOOVER AVENUE WATER MAIN IMPROVEMENTS

(15% MBE, 5% WBE, AND 5% SBE PARTICIPATION)

Bidder DOUBLE JAY CONSTRUCTION, INC

25 HARRISBURG DR

ENGLEWOOD, OH. 45322

PH/FAX (937)832-3123/832-2596

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:

HOOVER AVENUE WATER MAIN IMPROVEMENTS

(15% MBE, 5% WBE, and 5% SBE PARTICIPATION)

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

Bid Form (Continued)

HOOVER AVENUE WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
407	Tack Coat	270	GAL	\$ 11.00	\$ 2970.00
442 ODOT	Superpave Asphalt Concrete	600	TONS	\$ 168.30	\$ 100,980.00
453	Concrete Driveway	500	S.F.	\$ 8.10	\$ 4050.00
499 ODOT	Concrete Base, Class FS	50	S.Y.	\$ 51.45	\$ 2572.50
608	Concrete Walk	100	S.F.	\$ 6.70	\$ 670.00
609	Barrier Curb	200	L.F.	\$ 25.00	\$ 5000.00
614	Maintaining Traffic	1	LUMP	\$ 64,756.65	\$ 64,756.65
615	Low Strength Mortar Backfill, Type 1 (No Fly Ash)	2700	C.Y.	\$ 35.00	\$ 94,500.00
623	Construction Layout Stakes	1	LUMP	\$ 2420.00	\$ 2420.00
653	Topsoil Furnished and Placed, 4"	100	C.Y.	\$ 40.70	\$ 4070.00
659	Seeding and Mulching (Hydro Seed)	1000	S.Y.	\$ 4.05	\$ 4050.00
810	Excavation and Backfill, 4" Water with Structural Backfill	35	L.F.	\$ 62.50	\$ 2187.50
810	Excavation and Backfill, 6" Water with Structural Backfill	210	L.F.	\$ 65.90	\$ 13,839.00
810	Excavation and Backfill, 8" Water with Structural Backfill	320	L.F.	\$ 61.00	\$ 19,520.00
810	Excavation and Backfill, 12" Water with Structural Backfill	3690	L.F.	\$ 58.20	\$ 214,758.00
810	Street Cut Permit	1	LUMP	\$ 6,393.60	\$ 6,393.60
811	Rock Excavation	750	C.Y.	\$ 79.50	\$ 59,625.00

Bid Form (Continued)

HOOVER AVENUE WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
824	4" Ductile Iron Water Pipe & Fittings	35	L.F.	\$ 23.45	\$ 820.75
824	6" Ductile Iron Water Pipe & Fittings	210	L.F.	\$ 22.70	\$ 4767.00
824	8" Ductile Iron Water Pipe & Fittings	320	L.F.	\$ 26.55	\$ 8496.00
824	12" Ductile Iron Water Pipe & Fittings	3690	L.F.	\$ 32.10	\$ 118,449.00
837	Abandoned, Special (Water Valves)	9	EA.	\$ 352.00	\$ 3168.00
840	4" Gate Valve and Appurtenances	1	EA.	\$ 638.00	\$ 638.00
840	6" Gate Valve and Appurtenances	12	EA.	\$ 744.00	\$ 8928.00
840	8" Gate Valve and Appurtenances	8	EA.	\$ 1070.00	\$ 8560.00
840	10" Gate Valve and Appurtenances	1	EA.	\$ 1758.00	\$ 1758.00
840	12" Gate Valve and Appurtenances	5	EA.	\$ 2072.00	\$ 10,360.00
843	Fire Hydrant, Installed	7	EA.	\$ 2494.00	\$ 17,458.00
843	Fire Hydrant, Removal	6	EA.	\$ 604.00	\$ 3624.00
844	4"x4" Water Main Tap	1	EA.	\$ 1828.00	\$ 1828.00
844	8"x8" Water Main Tap	1	EA.	\$ 1840.00	\$ 1840.00
844	12"x12" Water Main Tap	1	EA.	\$ 2139.00	\$ 2139.00
845	Service Replacement, Method "B"	39	EA.	\$ 1045.00	\$ 40,755.00

Bid Form (Continued)

HOOVER AVENUE WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL \$</u>
847	Cut & Plug, 4" Water Line	1	EA.	\$ 604.00	\$ 604.00
847	Cut & Plug, 6" Water Line	5	EA.	\$ 617.00	\$ 3085.00
847	Cut & Plug, 8" Water Line	1	EA.	\$ 644.00	\$ 644.00
847	Cut & Plug, 10" Water Line	2	EA.	\$ 678.00	\$ 1356.00
TOTAL BASE BID				\$	<u>841,640.00</u>

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM</u>		<u>EST.</u>	<u>UNIT</u>	<u>UNIT</u>	<u>TOTAL \$</u>
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANT.</u>		<u>PRICE</u>	
A-1	Contingency Allowance	1	LUMP	\$ 84,164.00	\$ 84,164.00
TOTAL ALTERNATE NO. 1				<u>\$ 84,164.00</u>	

Bid Form (Continued)

HOOVER AVENUE WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>504,984.00</u>	\$ <u>336,656.00</u>	\$ <u>841,640.00</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>84,164.00</u>	\$ <u>84,164.00</u>

The time of completion fixed by the City is August 15, 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

NO PERSON OR PARTY OTHER THAN THE BIDDER IS INTERESTED IN THIS BID

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO

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

Bidder is

An Individual
Firm Name

Business Address

Telephone _____

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone _____

Corporation
Name

DOUBLE JAY CONSTRUCTION, INC

State of Incorporation

OHIO

Name and Title of
Officers with Authority
to Sign Contract

RON BLAIR, PRESIDENT RANDY BLAIR, VP

LEE OVERTURF, ASST VP

Home Office Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Local Address

25 HARRISBURG DR ENGLEWOOD, OH 45322

Telephone (937)832-3123 Fax (937)832-2596

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 29th day of Sept, 20 16

Bidder: DOUBLE JAY CONSTRUCTION, INC
(Person, Firm, or Corporation)

By: 

Title: RON BLAIR, PRESIDENT

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

AMOUNT \$ 92,581.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of ~~five hundred eighty one~~ ^{Ninety two thousand} Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

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

Signed and sealed at Dayton, Ohio this 29th day of September, 20 16.

Double Jay Construction, Inc.

By: Ron Blair
RON BLAIR Bidder PRESIDENT

Ohio Farmers Insurance Company

By: Amanda L. Morris
Amanda L. Morris Surety Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

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

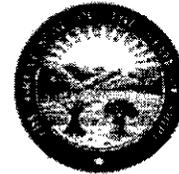
Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2015

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

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

State of Ohio

ss:

County of Medina

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

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

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



BD5402 B

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/18/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3413992 02

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRENDA G. TAYLOR, MICHELLE A. DEMMITT, CONSTANCE COLLINS, JENNIFER L. SALM, AMANDA L. MORRIS, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JANUARY A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JANUARY A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of September A.D., 2016



Frank A. Carrino Secretary

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

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

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

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

By: 
(signature)

Title: RON BLAIR, PRESIDENT

Date: SEPT 29, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

HEALTH INSURANCE	_____
LIFE INSURANCE	_____
PENSION	_____
VACATION	_____
_____	_____
_____	_____

- 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.

N/A	_____
_____	_____

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

WC Jones	_____
Green Star	_____
_____	_____
_____	_____
_____	_____
_____	_____

Lee Overturf

From: Lee Overturf
Sent: Wednesday, September 21, 2016 8:20 AM
To: 'Ben Poeppelman'; 'Dave Groth (dave.groth@jrjnet.com)'; 'Fred Poeppelman'; 'Rick Campbell (rick.campbell@martinmarietta.com)'; 'Steve Denlinger (sdenlinger@barrett paving.com)'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; 'John Norton (John.Norton@BarrettPaving.com)'; 'Perry Walls (perrywalls@jrjnet.com)'; 'Pete Flora (pete.flora@jrjnet.com)'; 'Poynter, Sean'; 'Sean Poynter (sean.poynter@jrjnet.com)'; 'Steve Overholser'; 'Steve Puterbaugh (puterbaugh@woh.rr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSI@sbcglobal.net)'; 'A.E. Associates & Co.'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc.'; 'American Native Industries'; 'Armstrong Electrical'; 'Aztec Electric, Inc.'; 'B&C Nationwide, LLC'; 'Bansal Construction, Inc.'; 'Big L Trucking & Excavating'; 'Branchs LL'; 'BT King, Inc.'; 'Caver Brothers, Inc.'; 'CD & CD Painting'; 'Clarkes Enterprise'; 'D & E Construction Solutions, LLC'; 'D Thompson General Contracting, LLC'; 'D.C. Heating Cooling, and Plumbing'; 'D.L. Plumbing and Mechanical'; 'Dale Taylor'; 'EWOL Trucking and Construction'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Green Star Trucking'; 'Ideal Electrical Services, Inc'; 'Independent Trucking'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; 'Ken Block (kblock@woh.rr.com)'; 'Kes Harris Trucking, LLC'; 'Lee's Heating & Cooling, Inc.'; 'Maurice Construction Services, LLC'; 'Rice Electric Co., Inc.'; 'Rod-Techs, Inc.'; 'Tall View Palladium'; 'Urban Economy'; 'W.C Jones Asphalt Paving'; 'A. C. Plumbing'; 'Alexis Construction'; 'Al's Electric Service'; 'Associated Excavating'; 'Billy Back Excavating'; 'Bodden Construction'; 'Brian Brothers Painting & Restoration, LLC'; 'C. M. C. Forming, Inc.'; 'C. Miller Excavating'; 'CK Excavating, Inc.'; 'Clarkes Enterprise'; 'CMF Installers, Ltd'; 'Demmy Sand & Gravel, LLC'; 'Ergon Site Construction, LLC'; 'Fast Lane Construction, LLC'; 'Grisson Construction, LLC'; 'Gunckle Trucking'; 'HG Contracting, LLC'; 'Imperial Trucking & Contracting, LLC'; 'Insulated Roofing Systems, Inc.'; 'Isaacs Fence Service, Inc.'; 'Jindal Builders & Restoration Corp.'; 'John K. Leohner Co., Inc.'; 'K&T Construction & Supply'; 'Kingdom Bright, Inc.'; Linda S. Murphy (jlmtrk@aol.com); 'Mad River Construction'; 'McDaniels Construction Corp., Inc.'; 'MLS Services, LLC'; 'Net Quest Services, LLC'; 'On Point Logistics, LLC'; 'Opportunities, Inc.'; 'Osterfeld Champion Services, Inc.'; 'Overstreet PAinting & Decorating'; 'Partin Trucking, Inc.'; 'Pure Drywall, Inc.'; 'Reese Electric, Inc.'; 'Roark Farms & Excavating'; 'Rose Trucking'; 'Simpson Trucking'; 'Teverbaugh Equipment, Inc.'; 'V.M. Gaines'; 'Verdite Construction, Inc.'; 'VMI Corporation'; 'Warfield Concrete & Construction, Inc.'; 'Addison Trucking, Inc.'; 'AKA Construction, Inc.'; 'Architectural Maintenance Services,'; 'Better Built Construction Services'; 'Bright Street, LLC'; 'Cannon Construction Services, Inc.'; 'D&R Fourman, LLC'; 'DT Trucking, LLC'; 'E&S Painting & Drywall Finishing'; 'Faith Daniel & Company, LLC'; 'Garber Excavating dba Dixie Excavating'; 'Gary Bryant Construction'; 'J&B Steel Erectors'; 'J. Hobbs Excavating'; 'Judo Steel Co., Inc'; 'Korrek Plumbing Co.,'; 'KrisCo Trucking, Ltd.'; 'Landscapes by Bill Atkin'; 'Miami Valley Masonry'; 'Ralph E. Rhoden Painting & Decorating'; 'Raven Finishes, Inc.'; 'Reinhard Boring Tech'; 'She Paints, Inc.'; 'Start 2 Finish Excavating'; 'ThermalTech Insulation'; 'TNT Trucking, LLC'; 'West Side Insulation'; 'Williams Logistics'; 'WIW Enterprises, Inc.'; 'Dave (davew@sthenrytileco.com)'; David Tilley (david.tilley@ferguson.com); 'Jason Martintoni (jmartintoni@usameters.com)'; 'Jeff Huelskamp (jeff.huelskamp@hdsupply.com)'; 'Kathy Iron (Kathy.Iron@ejprescott.com)'; 'Mike Phillips'; 'Steve Griffith'; 'John Brumbaugh (john@bes-engineer.com)'; 'Lou Riancho (lriancho@woh.rr.com)'; 'Matthew Heis (mheis@winemillerengineering.com)'; 'Tom Marsh (mcdougallmarsh@woh.rr.com)'; 'Dennis Goecke (dgoecke@ernstconcrete.com)';

To: Dick Hoying (dhoying@piquaconcrete.com); 'Doug Ernst (dougernst@hotmail.com)'
Cc: ron@doublejayinc.com
Subject: Request for Quote - Hoover Ave Water Main Improvements - Dayton
Attachments: BID REQUEST - Hoover Ave Water Main Improvements to City of Dayton 09-29-16.doc

Please let us know if you will be providing a quote for this project. Plans and specifications are available at our office for review and/or copying. Please note that there are MBE, WBE, & SBE requirements for this project so please make note of your status when providing a quote. Also note that this project is meant to be awarded and performed in spring of 2017 with a completion date of August 15, 2017, so please price accordingly.

Thank you,

Lee Overturf
Double Jay Construction
25 Harrisburg Drive
Englewood, OH 45322
(937) 832-3123 phone
(937) 832-2596 fax
(513) 477-7603 cell
lee@doublejayinc.com email



BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Hoover Avenue Water Main Improvements

OWNER: City of Dayton

BID DATE: September 29, 2016

TIME: 12:00 NOON

TAX EXEMPT: Yes

PRE WAGE: Yes

ESTIMATOR: Lee Overturf

WILL YOU BE BIDDING? YES NO

PLEASE RESPOND TO FAX NUMBER 832-2596 or EMAIL
lee@doublejayinc.com

COMPANY NAME _____

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

STATE OF OHIO,
COUNTY OF MONTGOMERY, ss:

RON BLAIR being duly sworn, deposes and states as follows:

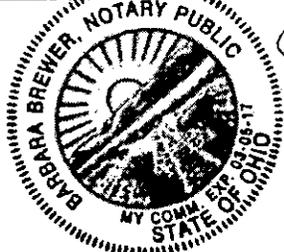
1. I am duly authorized to make the statements contained herein on behalf of DOUBLE JAY CONSTRUCTION, INC ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association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

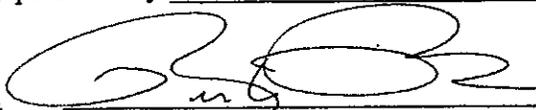
By: 

Title: RON BLAIR, PRESIDENT

STATE OF OHIO,
COUNTY OF MONTGOMERY, ss:

Sworn to before me and subscribe in my presence by RON BLAIR
this 29 day of SEPT, 2016




Notary Public

my commission expires 3/5/2017

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

STATE OF OHIO)
) SS:
COUNTY OF MONIGOMERY)

RON BLAIR, being first duly sworn deposes and states that:

(1) He/she is PRESIDENT of
(owner, partner, officer, representative, or agent)
DOUBLE JAY CONSTRUCTION, INC that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 29TH day of SEPT, 20 16.



NOTARY PUBLIC
my commission expires 3/5/2017

Ron Blair
SIGNED
PRESIDENT
TITLE

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: HOOVER AVE WATER MAIN IMPROVEMENTS DAYTON, OH
NAME LOCATION

During the performance of this contract:

<u>DOUBLE JAY CONSTRUCTION, INC</u>	<u>25 HARRISBURG DR ENGLEWOOD, OH 45322</u>	<u>(937)832-3123/832-2596</u>
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

DOUBLE JAY CONSTRUCTION, INC _____ (Contractor)

certifies that:

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

LABOR _____

OPERATOR _____

TRUCK DRIVER _____

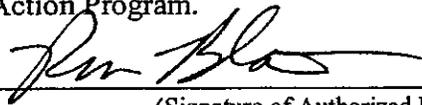
PIPE LAYER _____

CONCRETE FINISHER _____

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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

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

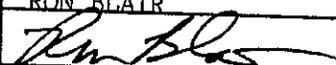
Project Name:

HOOVER AVENUE WATER MAIN IMPROVEMENTS

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 type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	WC Jones Asphalt Paving					Asphalt + Tack Coat
Tax I.D. Number:	31-0955590					
Street Address:	PO Box 188 905 S Broadway St					
City/State/ Zip Code:	Dayton, OH 45417					
Phone (area code/#):	(937) 228-1253					
E-mail:	leo.lucas1@wcjonesasphalt.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 841,640.00 Total \$ to subcontract \$ 94,500.00 Total % subcontract: 11.23%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	DOUBLE JAY CONSTRUCTION, INC
Print Name:	RON BLATR		25 HARRISBURG DR
Sign Name:		City/State/Zip	ENGLEWOOD, OH 45322

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

Project Name:

HOOVER AVENUE WATER MAIN IMPROVEMENTS

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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:	Green Star Trucking					Trucking (Haul off)	
Tax I.D. Number:	31-1369408						
Street Address:	PO Box 26098						
City/State/ Zip Code:	Trotwood, OH 45426						
Phone (area code/#):	(937) 837-7703						
E-mail:	gstar426@aol.com						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:			\$ 841,640.00	Total \$ to subcontract	\$ 31,875.00	Total % subcontract:	3.79%
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address	DOUBLE JAY CONSTRUCTION, INC		
Print Name:	RON BLATR				25 HARRISBURG DR		
Sign Name:				City/State/Zip	ENGLEWOOD, OH 45322		

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: HOOVER AVE WATER MAIN IMPROVEMENTS Participation Goal (list only one): 15%MBE

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

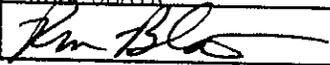
Check if completed	Activity Description
✓	Solicited the interest of all certified <u>MBE/WBE/SBE/DLSB</u> or <u>HUD3</u> having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the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

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

Project Name:

HOOVER AVENUE WATER MAIN IMPROVEMENTS

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 checked="" type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:	Brattan LLC				Pipe + Appurtenances	
Tax I.D. Number:	27-2019673					
Street Address:	7723 Tyler's Place Blvd #138					
City/State/ Zip Code:	West Chester, OH 45069					
Phone (area code/#):	(513) 706-0492					
E-mail:	crissy@brattan.com					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:			\$ 841,640.00	Total \$ to subcontract	\$ 42,100.00	Total % subcontract: 5%
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	RON BLATR			Street Address	DOUBLE JAY CONSTRUCTION, INC	
Sign Name:					25 HARRISBURG DR	
				City/State/Zip	ENGLEWOOD, OH 45322	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: HOOVER AVE WATER MAIN IMPROVEMENTS Participation Goal (list only one) 5%WBE

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

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

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

Project Name:

HOOVER AVENUE WATER MAIN IMPROVEMENTS

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>Braffan LLC</u> Tax I.D. Number: <u>27-2019673</u> Street Address: <u>7723 Tyler's Place Blvd #138</u> <u>West Chester, OH 45069</u> City/State/ Zip Code: Phone (area code/#): <u>(513) 706-0492</u> E-mail: <u>crissy@braffan.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Pipe + Appurtenances</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$ 841,640.00</u>					Total \$ to subcontract <u>\$ 42,100.00</u>	Total % subcontract: <u>5%</u>
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address	<u>DOUBLE JAY CONSTRUCTION, INC</u>	
Print Name: <u>RON BLAIR</u>					<u>25 HARRISBURG DR</u>	
Sign Name: <u><i>Ron Blair</i></u>				City/State/Zip	<u>ENGLEWOOD, OH 45322</u>	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date SEPT 29, 2016

Project: HOOVER AVE WATER MAIN IMPROVEMENTS Participation Goal (list only one): 5% SBE

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

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

WORKERS UTILIZATION REPORT

NAME OF PROJECT : *Hoover Avenue Water Main Improvements*

(15% MBE, 5% WBE, & 10% SBE Participation)

To: SUPERVISOR OF CONTRACT COMPLIANCE

HUMAN RELATIONS COUNCIL

371 WEST SECOND STREET, #100

Dayton, OH 45402

vicki.krapft@daytonohio.gov

Reporting Period : *September 2016*

Period Ending: *September 30, 2016*

From: *Randy Blair*

Company: *Double Jay Construction, Inc*

Address: *25 Harrisburg Dr*

Telephone Number: *937-832-3123*

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW
AGGREGATE REPORTS OF WORKER UTILIZATION REPORTS FOR THIS PROJECT MAY BE MADE PUBLIC

1. Employee Name, Address, & last 4 digits of the SSN# (may be copied from the Certified Payroll Report)	Ethnic Group								Gender		Trade	Classification				Number of Hours Worked				
	HUD3	Two or More Races	White Non-Hispanic	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaska Native	Male	Female	Journeyman		Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week	
Bodenmiller, Mark 2650 Rugged Hills Rd Casstown, OH 45312 (8408)			X					X		Labor/ Operator	X									
Bruggeman, Michael, 684 S State Rd 1 Dunkirk, IN 47336 (7385)			X					X		Operator/Concrete Finisher	X									
Calicoat, Timothy 7270 Lostcreek Shelby Rd Fletcher, Oh 45326 (4952)			X					X		Labor	X									
Coate, Corey, 899 Stichter Rd, Pleasant Hill, OH 45359 (9339)			X					X		Labor/ Operator	X									
Cooper, Casey, 604 Ohio St, Troy, OH 45373 (5269)			X					X		Labor/ Operator	X									
Cooper, Joseph-686 Sodom Ballou Rd, Fletcher, OH 45326 (5883)			X					X		Labor	X									
Davis, Joe-888 Rangeline Rd Pleasant Hill, OH 45359 (8367)			X					X		Labor	X									
Duff, Zach 103 Franklin St Casstown, OH 45312 (1444)			X					X		Labor	X									
Fischvogt, Mitchell 111 Floral Acres Tipp City, Oh 45371 (8691)			X							Labor/ Operator	X									
Forsythe, Shannon-1204 Northbrook Ave, Troy, OH 45373 (1371)			X					X		Labor/ Operator	X									
Hewitt, Dallas 5585 Snodgrass Rd Fletcher, OH 45326 (7739)			X					X		Labor	X									
Heyne, Kyle m 2203 Cadie Ave Dayton, Oh 45414 (0311)			X					X		Labor	X									
Long, Kelly-300 Steven St Covington, Oh 45318 (1890)			X					X		Labor/ Operator	X									
Reed, Jerry-1813 Kennington Dr Dayton, Oh 45406 (9671)				X				X		Labor	X									
Scales, Samuel 105 E Worley Ave Dayton, OH 45414 (4429)				X				X		Truck Driver	X									
Schwieterman, Randy-1111 Ruby Lane Coldwater, OH 45828 (1072)			X					X		Labor/Concrete Finisher	X									
Steck, Ronald 1526 Verona-Pittsburg Rd Arcanum, OH 45304 (3941)			X					X		Labor	X									
Wagner, Blane 7709 Bollinger Rd Conover, OH 45317 (8063)			X					X		Labor	X									
Wickman, David -1519 Dean Circle Troy, OH 45373 (5992)			X					X		Labor/Concrete Finisher	X									
Instruction: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of																				
Workforce Goals		11.5% Minority							6.9% Female			10% HUD Section 3								

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2596

Ongoing Projects

Project	Location	Contract Amount	Contact/Owner/Reference	Brief Description	EST Date of Completion	% Complete
DAR-SRTS-Ansonia,	Ansonia, OH	\$ 224,165.65	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	100.00%
Stanely Ave/Webster St Intersection improvements	Dayton, OH	\$ 623,951.20	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	3/25/1900	95.00%
Smithville Rd Bikeway	Kettering, Oh	\$ 204,094.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/15/2016	100.00%
CR 25A-16.48	Piqua, Oh	\$ 224,488.25	ODOT - 1980 W Broad St Columbus, OH 43223	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	8/31/2016	85.00%
Riverfront Park Ph 1	Miamisburg Oh	\$ 284,692.00	City of Miamisburg Keith Johnson, City Manager 10 North First Street Miamisburg, OH 45342 (937)848-6531	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	87-31	100.00%
Broadway Saf Bikeway	Dayton, OH	\$ 284,692.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/30/2016	90.00%
Administration Office Upgrades	250 Sandridge Dr Moraine, OH 45449	\$ 87,000.00	Mont Co Environment al Srv Ken Stewart 2550 Sandridge Dr Moraine, Oh 45449	Demolition/Removals, Carentry, Cabintry, Drywall, Carpets, Painting, Sprinklers, HVAC, Electrical	4/30/2016	100.00%
Civic Commons Pond Edging Repair	City of Kettering	\$ 449,948.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Pond Edging Repair	4/30/2016	100%
Treasure Island Marina & Park Improvements	Troy Ohio	\$ 1,686,352.00	City of Troy Stan Kegley 250 S Garber Dr Troy, OH 45373	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	7/31/2016	95.00%
Improvement of Parks Facilities- PH 2	Various Parks Dayton Oh	\$ 550,000.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Tennis Courts, Basketball Courts, ect	4/30/2016	100.00%
Fairfield Park Entrance and Roadway Improvements	Fairborn, OH	\$ 476,634.55	Lee Harris 44 W Hebble Ave Fairborn, OH 45324	Concrete, pavers, landscaping, asphalt	10/8/2017	100.00%

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
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Recent Experience

Project	Contract Date	Location	Contract Amount	Contact/Owner/Reference			
Tipp City 2015 Water & Sanitary Improvements Walnut Ave		Tipp City Ohio	\$ 699,898.00	Johyn Bodiker (937)669-8477 260 S Garber Drive Tipp City, OH 45371	8/31/2016	100%	Date Completed
Holbrook Plaza		Dayton Ohio	\$ 250,409.00	City of Dayton Dept of Public Works (937)333-5513 101 W Third St Dayton, OH 45401	3/25/1900	95%	
Cornerstone of Centerville		Centerville Ohio	\$ 554,984.00	Oberer Construction Tony Quinter 3475 Newmark Dr Miamisburg, OH 45342	8/15/2016	100%	
New Entrance to Dayton Wright Brothers Airpot	8/26/14	Dayton, OH	\$ 208,750.00	Lana Hamby 101 W Third ST Dayton, OH 45401	87-31	100%	9/2/2015
Black Oak South Improvements Phase 4B		Centerville, OH	\$ 378,506.00	Mary Lou Pence, 100 W Spring Valley Rd Centerville, OH (937)433-7151	9/30/2016	90%	3/31/2015
GRE-Dayton-Xenia Road		Beavercreek, OH	\$384,808.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		100%	4/19/2015
MOT-W Carrollton Intersection Imprvements	4/27/15	W Carrollton Oh	\$287,377.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662		100%	
MOT-Hillcrest SRTS	4/23/15	Dayton OH	\$144,341.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831	Dave Weinandy, PE, Division of Engineering 937-333-5513	95%	7/13/2015
Tubman Sage and Revels	3/6/15	Dayton, OH	\$1,156,340.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	100%	9/27/2015
Gisey Avenue Water Main Improvements	11/7/14	Gilsy Avenue Dayton,)OH	\$550,001.80	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	10/8/2017	100%	9/16/2015

Highview Hills Water Main Improvements	10/27/14	Highview Hills Dayton, Oh	\$ 332,542.30	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/16/2015
Centerville Gateway Enhancement		Centerville, OH	\$ 111,840.00	Douglas Spittler, 100 W Spring Valley Rd Centerville, OH (937)433-7151		Concrete, pavers, landscaping, asphalt	6/15/2015
Piqua-Troy/Troy-Urbana Intersection Realignment		Tipp City, OH	\$ 762,361.00	Patric Titterington (937)224-1725		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/12/2014
Downtown Utilities-Tipp City		Tipp City, OH	\$ 3,200,000.00	City of Tipp City Ohio John Bodiker 937-669-8477		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2015
Improvement of Parks Facilities	7/7/2014	\$ 550,000.00	\$550,000.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing, Tennis Courts, Basketball Courts, ect	
Creative Form Building Addition		Dayton	\$ 749,941.00	Dayton Urethane/Bill Palmer 3337 N Dixie Dr Dayton, Oh 45414		Bldg, Hvac, Sprinklers, Electrical, Finishings, Loading Dock, Overhead Doors, Site Improvements	1/22/2015
MOT Stroop & Shroyer		Stroop & Shroyer Kettering OH	\$738,418.35	Steve Bergstresser 3600 Shroyer Road Kettering OH 937-296-2404		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	12/31/2014
Wayne Ave TE	6/4/14	Dayton, OH	\$ 283,145.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	
Versailles Safe Walk to School		Versailles, OH	\$ 214,906.00	(937)497-0200		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	7/14/2014
Lathrem Senior Center Turnabout		2900 Glengarry Dr Kettering	\$ 92,774.15	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401		Concrete Improvements	12/20/2014
Recycling & Reseach Site Improvements		2550 Sandridge Dr Moraine, Oh	\$193,538.00	William Horst Mont County 2550 Dandridge Dr Moraine, OHIO 45439 937-496-3080		Concrete Improvements	9/21/2014
GRE-CR25 Grange Hall RD TE		Grange Hall & Pentagon Blvd Beavercreek, Oh	\$253,094.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/15/2014
Miami County Storm Sewer		Peters Rd Miami County	\$ 45,000.00	Miami County		Storm Sewer Improve ments	7/31/2013

Tipp City County Rd 25A Rt Turn Lane		County Rd 25 A Tipp City	\$ 57,903.00	City of Tipp City 260 S Garber Tipp City, OH 45371 John Crusey, City Mgr (937)667-6305		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2013
Tartan Market & Bldg 20 Entrance		Dayton, OH	\$ 210,177.00	Sinclair Community College 444 West third Street Dayton, Ohio 45402 (937)512-3020		Replace pavers, concrete and drainage	11/30/2012
Safe Routes to School MOT-Fairview	2-25-103	Fairview High School City of Dayton	\$ 139,282.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing, pavement, curbs	12/31/2012
Ottawa Yards Parking Lot Improvements		Monument Ave Dayton, Oh	\$ 668,869.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	11/30/2012
Xenia Bike Spur Enhancement		Miami Ave Xenia, Oh	\$ 325,808.55	City of Xenia (Lisa Waters) 966 Towler Road Xenia, OH 45385 (937)376-7265	Dave Weinandy, PE, Division of Engineering 937-333-5513		10/31/2012
Wayne Street Streetscape		Wayne St Piqua, OH	\$351,000.00	City of Piqua (amy Havenar) 207 W Water St Piqua, OH 45356		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	11/15/2012
WAR-IR 75.0.38		I 75 & Sr 63 Monroe, OH	\$ 1,032,228.00	ODOT District 8 Mark J Wilson, PE 505 South State Route 74 Lebanon, OH 45036		Clearing, Overpass Fence, Brick Columns, Lighting, Irrigation, and Landscaping	10/31/2012
MIA US 36-10.77		ST Rte 36 Piqua, Oh	\$2,154,502.00	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	10/15/2011
DAR-LR-Tri-Village Schools		New Madison, OH	\$ 308,070.00	ODOT/ District 7 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	10/15/2011
SHE-LR/State Streer		State Strret Botkins, Oh	\$ 439,192.88	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Concrete remove & Replace, Asphalt	10/31/2011
Neighborhood Parks Reconstruction Group 2		Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494		Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , retaining wall, ect	11/1/2011

North West St	Village of Versailles	\$ 1,113,720.00	Randy Gump, City Manager 177 North Center Street Versailles, OHIO 45380 Phone 937-526-3294 Fax 937-526-4476	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, Bridge Railings and Granite work ect	
West Stroop Road	City of Kettering	\$ 429,965.00	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Ohio 45429 937-296-2436	Clearing & Grubbing, Concrete remove & Replace, Asphalt	
Neighborhood Parks Reconstruction Group 1	Various in Kettering, Ohio	\$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494	Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , ect	
Sr48/Wenger RD Intersection Improvement	Englewood, OH	\$ 319,732.00	City of Englewood/AI Butler 937-836-5106	Clearing & Grubbing, Concrete remove & Replace, Asphalt	4/18/2011 6/5/2011
Black Oak South Improvement	Brainard Woods Centerville, OH	\$ 27,576.00	City of Centerville/ John Sliemers 937-428-4727	Clearing & Grubbing, Concrete remove & Replace, Asphalt	5/27/2011 12/3/2010
MOT-Vandalia Streetscape	ODOT	\$ 952,200.34	ODOT/ District 7 Mark Schilling 937-570-6622	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, lighting	12/5/2010
Old North Dayton transportation Enhancement	Valley & Keowee- Dayton, Oh	\$ 761,620.00	City of Dayton Pat Jones (937) 333-3803	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/13/2011
Gibbons Road Phase 2	West Carrollton, Oh	\$ 284,830.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662	construction of Retaining Wall Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/16/2010
Ward Park Swimming Pool	Village of Versailles	\$ 365,436.00	Village of Versailles - Randy Gump (937)526-3294	Swimming Pool and Spray Park	7/11/2010
Greenville Public Square	Main & Broadway Greenville, Oh	\$ 622,971.00	Joy Rodenburgh 100 Public Square Greenville, Oh 56332	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/21/2010
ODOT 09-0308	Various locations in Riverside, Oh	\$ 255,956.45	ODOT/ District 7 Joshua Bowman (937) 312-3876	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009
Tech Town Infrastructure Improvements	Webster & Monument	\$ 679,176.00	City of Dayton Lana Hamby (937) 333-3803	Dave Weinandy, PE, Division of Engineering 937-333-5513 Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009

Kroc Center Infrastructure Improvements	Dayton, Oh	\$ 446,174.40	City of Dayton Patricia Jones (937) 333-3804 State Architects Office/Oregon Group Architects Kyle Zepernick (937) 228-1511	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	6/30/2009
Site Improvements -Mont Co Development Center	Huber Heights	\$ 95,050.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/2009
Acorn Dr	Kettering, Oh	\$ 388,866.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	6/30/09
Delaine Avenue Safe Routes to School	Kettering, Oh	\$ 157,165.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429	Concrete remove & Replace, Asphalt	4/30/2009
Park Avenue Streetscape	Oakwood, Oh	\$ 106,571.00	Kevin Weaver 30 Park Avenue Dayton, Oh 45419	Concrete remove & Replace, Asphalt	5/30/2009
					4/30/2009
Cox Arboretum Entrance	6733 Springboro Pike Dayton, Oh 45449	\$ 121,000.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937- 275-7275	New Curbs, New Entrance, Landscaping	5/30/2009
Beavercreek Intersection Improvement	Indian Ripple @ Woodcroft	\$351,194.00	John Woltja 1368 Research Park Beavercreek, Oh 937- 427-5544	Drainage, Concrete, Intersection Improvement	4/30/2009
Harvard Boulevard Storm Sewer Replacement	Harvard & Catalpa Dayton, Oh	\$ 220,655.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh	Storm Sewer Replacement, Excavation	9/30/2008
Third & Jefferson Radius Improvement	3rd & Jefferson, Dayton, Oh	\$ 21,545.00	City of Dayton Dan Blair 101 W Third St Dayton, Oh	Excavation, Concrete	11/30/2008
Middletown Hand Carried Boat Ramp	St Rt 73 Lemon Twnshp	\$ 44,536.00	Vicki Test Miami Conservancy District 38 East Monument Ave Dayton, Oh 45402 937-223-1271	Excavation, Concrete, Handrail	11/30/2008
Friendship Park	3 & Edwin C Moses Blvd Dayton, OH	\$ 107,226.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh		12/3/2008

Monroe Veterans Memorial	Main St & Rte 63 Monroe, Oh	\$ 69,100.00	CDS Associates Gary Harsh, R.A. 11120 Kenwood Rd Cincinnati, Oh 45242 (513) 791-1700	Monument & Flagpole	12/3/2008
Wegerzen Garden	1301 E Siebenthaler Dayton	\$ 233,700.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275- 7275	Entrance Area	6/24/2008
Gateway Intersection Enhancement	Salem & Catalpa	\$ 368,650.00	DaytonReserves, LLC & Citywide Development 8 North Main St Dayton , Ohio 45402 Katie Helldoerfer 937-853-2520	Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	11/20/2008
2nd St Storm Improvement Project	Second & Webster, Dayton, Oh	\$ 99,597.00	Rick Dailey, City of Dayton Dept of Engineering 320 West Monument Ave Dayton, Oh 45402	improvement of Storm Sytem	6/8/2008
Kettering, Oh	Far Hills to Marchester, Kettering	\$ 90,301.65	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Oh 937-296-2436	Segmented Retaining WallSidewalk Repair & Replace	7/10/2008
Visitor Center	Carilage Hill MetroPark	\$ 142,925.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275- 7275	Renovation of plaza area	5/8/2008
St Rt 48 Phase 3	City of Englewood	\$ 705,972.00	City of Englewood/ Eric Smith City Mgr 937-836- 5106	Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	8/20/2008
ODOT St Rt 119	Village of Anna	\$ 737,556.00	Odot- Village of Anna District 7 David Ley 937-492- 1141	Renovation of street, sidewalk, lighting, streetwork, concrete, paving, landscaping	3/8/2008
Orchardly Park	City of Oakwood	\$429,500.00	City of Oakwood	Park Improvement, Water Park area, Playground Equipment	10/7/2008
Centerville Pedestrian Accessibility 2008	Centerville, Oh	\$43,897.00	John Sliemers-Assitant City Engineer 937-428-4727	Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	1/8/2008
Trotwood Street Beautificatiom	Salem & Turner Rd Trotwood, Oh	\$84,615.00	Charles Daughrtry City of Trotwood 3035 N Olive Rd Trotwood, Oh 45426 937-477-0220	Intersection Improvement	3/8/2008

Stivers School for the Arts New Track & Soccer Field		Fifth St Dayton, Oh	\$24,380.00	Scott Bruce, RDQM 937-220-9349/Fax 220-9352		Soccer Field, Wall	7/7/2008
Five Rivers MetroParks Pavillion Renovation		Monument Ave Dayton, Oh	\$55,900.00	Paul Williams 937-277-4831		Renovation of two restrooms	
Concord Township, Garage Addition & Renovation		1150 Horizon West, Troy, Oh	\$ 279,640.00	Candice Goodall, Arch. 937-335-1579		Concrete work, Construction of metal building, lighting & electrical	
Hillcrest & Barron St Improvement		City of Eaton	\$ 101,982.00	City of Eaton John Ferriell 937-456-4125		Street Improvement	
MWF Playground		Miami County Whitewater Forest Harbor 900 Hope Dr- Harrison, Oh	\$229,590.00	Hamilton County Park District 10245 Winton Rd Cincinnati, Oh Sally Bauer, Park Planner 513-521-7275		Playground Installation	
Washington Twnshp Sidewalk And Curbs		Washington Township	\$66,716.50	Wash. Twnshp Diane Smith Dept Sec 937-433-0796		Sidewalk and Curbs	
Tipp City Streetscape		Main St from Tippecanoe to Canal St	\$1,056,494.69	John Bodiker 937-669-8477		Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	
City of Miamisburg Gateway		Downtown Miamisburg	\$ 362,518.99	Bob Stanley/John Weithofer 937-847-6531		Concrete, pavers, landscaping, asphalt	

Double Jay Construction, Inc
 25 Harrisburg Dr
 Englewood, Oh 45322
 Phone 937-832-3123 Fax 937-832-2586

Prior Experience

Project	Location	Contract Amount	Contact/Owner	Brief Description
City of Dayton- Five Oaks & Stuart Patterson Spray Parks	Five Oaks, Stuart Patterson, & Walnut Hills Spray Parks	\$169,200.00	Dave Weinandy, PE, Division of Engineering 937-333-5513	Conversion of wading pools into water spray areas. Emollition and backfill of existing pools, installation of splash park water elements, including footers, electrical work, storm and sanitary sewers, plumbing work, sodding, ect
Beavercreek Park Project	Lofino Park, Virgalito Park, Creekside Park	\$162,855.00	John Wolfja-Engineering Dept 937-427-5513	Pathway Improvements, parking areas, SR 835 ramp connector
Centerville Pedestrian Accessibility-2007	Centerville, Oh	\$64,939.00	John Siemers-Assitant City Engineer 937-428-4727	Clearing, grubbing, Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect
Chabad of Greater Dayton	2001 Far Hills Ave Dayton, Oh 45419	\$ 33,000.00	Chabaad	Playground Installation
Good Samaritan Hospital - Parking Lot & Fence	Salem Ave & Philadelphia Dr	\$ 150,000.00	Good Samaritan Hospital	Parking lot & Fence
City of Troy Levee Improvement	Great Miami River between Market St & Adams St	\$ 357,921.00	City of Troy 100 S Market St Troy, Oh 45373	Levee Improvement
City of Eaton-Richmond Water Main replacement	Richmond Pike St Rt 122 Eaton, Oh	\$ 166,418.00	City of Eaton 328 S Main St Eaton, Oh 45320	Water Main Replacement
City of Englewood 2006/2007 Rt 48 Improvement Phase II	RSt Rt 48	\$ 989,000.00	City of Englewood, Eric Smith, City Manager 937-836-5105 Fax 937-836-7426	Street Improvement, Lighting, Concrete, Stonework, Decorative Fencing
Columbus Equipment - 2006	New Building Huber Heights	\$ 697,575.00	Mike Early 937-879-3154	Construction of new building
Village of Versailles (2002)	Versailles Downtown Streetscape	\$ 1,404,533.00	Randy Gump City Manager Phone 937-526-3294 Fax 937-526-4476	Renovation of street, sidewalks, lighting, street work, concrete, pavers
Greene County Career Center Phase I	Greene County Career Center Xenia, Oh 45385	\$ 2,177,139.00	Charles Stewart @ Turner Construction	
Ohio State Highway Patrol	Hoke Rd Clayton, Ohio	\$ 1,262,522.00	Dan Rachardt of Ohio State Hwy Patrol	
Centerville Schools	Maintenance Building	\$ 180,000.00	Rick Heyne 937-225-4667	
Kettering Skate Park	Indian Ripple Park 2801 Stroop Rd Kettering, Oh	\$ 481,000.00	Reid Spalding - Facilities Director- City of Kettering	
Wright Dunbar Business District Parking Lots	1105 W Third St Dayton, Ohio	\$ 679,691.00	Rob Pinchot Wilcon Corp	
City of Piqua- Streetscape	Wayne St & Main St Piqua, Oh	\$ 611,500.00	Chris Schmiesing 937-778-2044	Renovation of Streets, concrete, pavers, sidewalks, pipes
Montgomery County Childrens Services	Childrens Services	\$ 1,064,800.00	Rick Heyne 937-225-4677	Parking Lot, pipe, asphalt, concrete
Island Park	Helena Street Dayton, Oh	\$ 1,117,364.00	Montgomery County Five rivers Metro Park	Renovation of entire park
Springboro Library	125 Park Lane Springboro, Oh	\$ 292,147.00	Franklin Public Brd of Trustees, Franklin, oh	Addition to Library
New Office Building	35 Commercial Way Springboro, Oh	\$ 265,925.00	Jeff Laurito-Attorney	Build New Law Office
Jergens Tool & Mold	155 Harrisburg- Englewood, Oh	\$ 303,900.00	Ernest Jergens	Build New Addition to existing offices and factory
Yankee Park Noon Optimist Shelter	7500 Yankee St Centerville, Oh	\$ 87,714.00	Centerville Wshington Park District, Centerville, Oh	New Shelter

Lindsey Steel	301 Shotwell Dr Franklin, Oh	\$ 812,394.00	Miami Valley Steel, Piqua, Oh	New Building
Hobart Government Center	501 W Main St Troy, Oh		Miami County Main St Troy, Oh 201 W	New Building
Huber Heights NEP Center	Orchardly St - Oakwood, Oh	\$ 104,846.00	City of Oakwood 30 Park Ave Oakwood, Oh	Renovation of Tennis Courts

ADDENDUM NO. 1

**HOOVER AVENUE WATER MAIN IMPROVEMENTS
15% MBE, 5% WBE, and 5% SBE PARTICIPATION**

September 20, 2016

TO ALL BIDDERS:

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

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

- This page: AD1-1
- Revised Bid Form Sheets 3a-3c

Construction Schedule

- The Notice to Proceed for this project will not begin until Spring 2017 to coincide with the temporary shutdown of RTA trolley lines. The trolley lines will be de-energized from March 2017 until December 2017. The majority of this project shall be constructed between May 30, 2017 and August 15, 2017 to minimize disruption at Thurgood Marshall High School. Construction will be completed by August 15, 2017 prior to school being back in session.

General Note for Backfill Items

- "Low Strength Mortar Backfill, Type 1 (No Fly Ash)" shall be paid for under Item 615 by volume. This item will be paid for in addition to other items involving structural backfill, such as Item 810 "Excavation and Backfill with Structural Backfill" and Item 845 "Service Replacement, Method "B"". The unit price bid for this item is intended to be the cost of LSM Backfill (per cubic yard) minus the cost of structural backfill (per cubic yard).

Bid Form

- Remove Sheets 3a-3c and replace with the revised Sheets 3a-3c.



City Manager's Report

5.

From 2320 - Planning & CD/Housing Inspection

Date November 2, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$500,000 thru 2-2019

Name See below.

Address See below.

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Demolition Special Projects	16022-2320-1159-32	\$400,000.00
Nuisance Demolition Program	26102-2320-1159-32	\$100,000.00

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

Description

The Department of Planning & Community Development is requesting permission to enter into a Professional Services Contract with 4 companies who responded to the City's Request for Qualifications (RFQ No. 16034D) for asbestos remediation services. The companies who are eligible to receive work under this Contract are **D.S.E.A. Services, Inc.** (506 Northland Blvd., Cincinnati, OH 45240), **Environmental Demolition Group, LLC** (3520 Turfway Rd., Erlanger, KY 41018), **Ohio Technical Services, Inc.** (1949 Camaro Ave., Columbus, OH 43207), and **Rainbow Environmental Services, Inc.** (3727 Jolen Dr., Cincinnati, OH 45227). The companies are designated Qualified Contractors who will bid on individual work orders to remove asbestos from properties before demolition begins. With this competition for individual work orders, it is possible that one or more companies may receive no work under this Contract.

The RFQ was emailed to vendors and posted on the City's website with a closing date to submit qualifications of July 21, 2016. The City received qualifications from four companies and the City has determined that the four responding companies are qualified based on education and experience in conducting asbestos remediation. The Contract is effective upon execution by the City and will expire on February 1, 2019 unless the City and Qualified Contractors agree to up to two (2) one-year extensions.

This Contract has been reviewed by the Department of Law as to form and correctness.

A Certificate of Funds for \$400,000.00 and a copy of the Contract are attached.

Signatures/Approval

Division _____

Approved by City Commission

Department _____

Clerk _____

City Manager _____

Date _____

CERTIFICATE OF FUNDS

E0000042

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X **NEW CONTRACT**

 RENEWAL CONTRACT

 CHANGE ORDER

Contract Start Date	November 2, 2016
Expiration Date	February 1, 2019
Original Commission Approval	\$ 500,000.00
Initial Encumbrance	\$ 400,000.00
Remaining Commission Approval	\$ 100,000.00
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u> \$ </u> 330,000.00 Fund Code <u> 16022 </u> <u> 2320 </u> <u> 1159 </u> <u> 32 </u> <u> </u> <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> \$70,000.00 Fund Code <u> 26102 </u> <u> 2320 </u> <u> 1159 </u> <u> 32 </u> <u> </u> <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>
Amount: <u> </u> Fund Code <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: City of Dayton

Vendor Address: 101 W. Third St. Dayton OH 45402

Street
City
State
Zipcode + 4

Federal ID: 316000175

Commodity Code: 91038

Purpose: Reserve funds for asbestos remediation work under RFQ No. 16034D
 Four companies are eligible to compete for work under the contract: D.S.E.A Services, Inc.
 Environmental Demolition Group, LLC., Ohio Technical Services, Inc., and Rainbow Environmental
 Services, Inc.

Contact Person: Sheelah Moyer PCD/Hsng Conserv 333-3910

Department/Division
Phone Number

Originating Department Director's Signature: *Don K. Powell* 10/19/16

Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: *[Signature]* 10-24-16

Date

CF Prepared by: *[Signature]* 10/24/16 E0000042

Date
CF/CT Number

**ASBESTOS REMEDIATION
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, dated this ____ of _____, 2016, is between the CITY OF DAYTON, OHIO ("City"), a municipal corporation existing in and of the State of Ohio, and D.S.E.A. SERVICES, INC., ENVIRONMENTAL DEMOLITION GROUP, LLC, OHIO TECHNICAL SERVICES, INC., and RAINBOW ENVIRONMENTAL SERVICES, INC. (known collectively as "Qualified Contractors" or individually as "Qualified Contractor").

WHEREAS, on May 5, 1999, the Commission of the City of Dayton approved and adopted its strategic plan, *CitiPlan Dayton: The 20/20 Vision* of which maintaining and improving the housing stock is an important component; and

WHEREAS, the City seeks to carry out its public purpose of enforcing the housing code and abating nuisance structures; and

WHEREAS, the City requested firms to submit qualifications to provide asbestos remediation services in Request for Qualifications (RFQ) No. 16034D; and

WHEREAS, the City has reviewed the submitted information and determined that D.S.E.A. Services, Inc., Environmental Demolition Group, LLC, Ohio Technical Services, Inc., and Rainbow Environmental Services, Inc. have been designated as Qualified Contractors through RFQ No. 16034D to perform asbestos remediation work; and

WHEREAS, the City's Department of Planning & Community Development seeks to enter into a blanket contract with the Qualified Contractors for professional asbestos remediation services; and

WHEREAS, each of the Qualified Contractors represents that it is a skilled, experienced and competent enterprise, with the personnel and equipment to perform the services set forth hereinafter for the City's Department of Planning & Community Development.

NOW, THEREFORE, in consideration of the promises contained in this Contract, City and Qualified Contractors agree as follows:

Article I. TERM

This Contract shall commence upon execution by the City ("Effective Date") and shall expire on February 1, 2019.

The City may elect to have a multi-year contract with two (2) renewable one-year term options at the sole discretion of the City of Dayton, Ohio. In the event the City elects to extend this Contract, it will notify the Qualified Contractors not less than thirty (30) days prior to the expiration of the current term. No renewal, however, shall be effective unless it is reduced to writing which makes specific reference to this Article I, is executed by a duly authorized representative of the City and each Qualified Contractor. If the financial terms of the Contract

are affected by any extension, then such extension(s) shall be approved by the Dayton City Commission.

Article II. SERVICES AND PERFORMANCE STANDARDS

The Qualified Contractor(s) will provide all tools, labor and materials for proper removal of any friable asbestos containing materials (ACM) or non-friable ACM that may become friable during demolition, within selected residential or commercial structures and all appurtenances, as well as any and all contents of the buildings. Since the City plans to demolish the structures, the removal of ACM can be destructive. All work to be performed under this Contract shall be according to the Construction and Material Specifications, City of Dayton, dated October 1, 2008. For building and debris removal see Items 202.01 through 202.11. The City assumes no responsibility for the proper and safe execution of the work.

Unless the City requests a Qualified Contractor's Services through a Notice of Possession, no expenditure under this Contract is authorized and no Qualified Contractor is eligible for reimbursement.

No Qualified Contractor is guaranteed a minimum amount of work under this Contract.

SECTION 2.01 QUALIFIED CONTRACTOR NOP BID SUBMITTAL PROCESS

The asbestos removal work will use a bid process among the Qualified Contractors to obtain the lowest and best price for services. The Qualified Contractors will be part of a pool of companies that will bid competitively for an entire work order, known as a Notice of Possession (NOP). For specific details on NOPs see Section 2.02.16. Bid requests for each NOP may be distributed on a rotating basis to Qualified Contractors. Each NOP will contain as few as one or as many as twenty structures that need to have asbestos removed. The asbestos removal work will be completed according to the process/method outlined in the Survey Report for each property. Each Qualified Contractor will have up to seven business days to respond to the request for services, with the response time identified on each NOP. NOP award will be based on price, availability, past performance, where applicable, and completion date. The winning Qualified Contractor will be known as the NOP Contractor.

The criteria for each Qualified Contractor to be eligible for NOP bids are as follows:

1. Price – The total cost of completing work on the structures on the NOP. The price should be all inclusive to deliver demolition-ready structure(s).
2. Availability – The quickest time that a Qualified Contractor can (a) be mobilized and ready to begin work, not just on-site, and (b) complete work.
3. Past Performance – This is based on the Qualified Contractor's history and ability to complete the work requested within the agreed upon time frame and price and to execute work up to specifications in this RFQ or Survey Report.
4. Bid Responsiveness – If a Qualified Contractor does not respond to NOP bid requests on two separate NOPs or is more than 20% over the final price for an NOP that the City

awards on three NOPs, the contractor may be removed from the pool of Qualified Contractors solicited for NOP bids.

SECTION 2.02 ASBESTOS CONTAINING MATERIALS ABATEMENT

2.02.1 Survey Report. The NOP Contractor shall review all ACM identified in the Survey Report prepared by the City's Asbestos Survey and Verification Inspection Contractor. The Survey Report identifying quantities of ACM and the cost estimate for removal will be given to the Qualified Contractor(s) prior to beginning ACM removal at each site. The Survey Report shall identify and the successful NOP Contractor shall remove, to the extent possible and at a minimum:

- a. Remove asbestos-containing thermal system insulation from piping, boilers or other related building systems;
- b. Remove asbestos-containing surfacing materials from building surfaces including, but not limited to, plaster, stucco, fireproofing and other such materials;
- c. Remove friable asbestos-containing miscellaneous materials from buildings and structures;
- d. Remove, when required by federal or state law, non-friable asbestos-containing roofing, flooring, siding, and other miscellaneous materials if there is a likelihood that the materials may become friable during the demolition of the structure or removal of the debris.

2.02.2 Deviation From Survey Report. If there is a concern about an abatement method, asbestos quantities or the cost estimate as described in the Survey Report, the NOP Contractor will contact the City's Nuisance Abatement Specialist or Nuisance Abatement & Rehabilitation Supervisor. Deviation from abatement methods or asbestos quantities as stated in the Survey Report must be pre-approved in writing by the City.

2.02.3 Dispute Between Contractors. In the event of a dispute between the City's Asbestos Survey and Verification Inspection Contractor and the NOP Contractor, the City's Nuisance Abatement Specialist may settle the dispute between the Contractors. The Nuisance Abatement Specialist may, but is not obligated to, contact a third party to settle the dispute.

Additional information regarding the ACM listed above, including locations and approximate quantities, is to be obtained from asbestos building survey reports provided by the City and site visits to addresses listed on the NOPs.

2.02.4 Work Area. In performance of work requested in a NOP, the NOP Contractor shall:

- a. Set up the regulated area, enclosure or other containment;
- b. Prepare the work area;
- c. Control access to the job site;

- d. Perform asbestos abatement as indicated in the Survey Report and as dictated in accordance with these specifications and all federal, state, and local asbestos laws and regulations;
- e. Ensure that employees within the enclosure wear protective clothing and respirators;
- f. Ensure through on-site supervision that employees set up, use, and remove engineering controls, use proper work practices and personal protective equipment;
- g. Ensure that employees use the hygiene facilities and observe the decontamination procedures specified;
- h. Ensure that through on-site inspection, engineering controls are functioning properly and employees are using proper work practices;
- i. Properly pack, label, manifest, transport, and dispose of contaminated material; and
- j. Ensure that notification requirements are met.

2.02.5 Basic Guidance. Every asbestos remediation NOP undertaken by the NOP Contractor shall be supervised by at least one State of Ohio licensed and certified asbestos remediation supervisor. Abatement supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work. The competent person shall be an employee who is knowledgeable about construction safety and health and who has received specialized training to identify asbestos hazards, to select the best control strategy, and to take prompt action to correct or eliminate problems.

2.02.6 Site Supervision. The State of Ohio licensed and certified supervisor (competent person) shall be trained in all aspects of asbestos removal and handling, including abatement, installation, removal and handling; the contents of the asbestos standards; the identification of asbestos; removal procedures, where appropriate; and other practices for reducing the hazard. Such training shall be obtained in a comprehensive course for supervisors that meet the criteria of EPA's Model Accreditation Plan, a state-approved course, or a course equivalent in stringency, content, and length. The NOP Contractor's supervisor shall:

- a. Set up procedures to control entry to and exit from the enclosure and/or work area;
- b. Supervise all employee exposure monitoring and ensure that it is conducted;
- c. Conduct pre-abatement inspection;
- d. Conduct respirator fit testing and personal protection of the workers and security;
- e. Ensure (by on-site inspection) the integrity of enclosure or containment;
- f. Provide proof of worker training, respiratory protection, and medical examinations; and
- g. Provide access, support and protection to all authorized visitors and inspectors, including protective clothing.

The requirements of this section do not relieve the NOP Contractor of his responsibility to assess and limit the exposure of the NOP Contractor's employees to airborne asbestos fibers.

2.02.7 Pre-Abatement Submittals. The NOP Contractor shall furnish the following to the City:

- a. Copies of written notifications sent to and received from all regulatory agencies including the USEPA, State of Ohio and the Regional Air Pollution Control Agency (RAPCA) (local air pollution agency).
- b. Copies of all required permits and arrangements for transportation and disposal of asbestos-containing or contaminated material, supplies, and the like have been obtained.
- c. A Project Plan or Abatement Design to include the proposed schedule, estimated time for completion of each phase, the number of employees proposed to meet the completion of each phase, and the procedures and equipment that will be utilized to complete the work.
- d. Documentation indicating that each employee has had instruction on the hazards of asbestos exposure and other topics required by OSHA 29 CFR 1926.1101 regarding Class I and II asbestos work involving asbestos-containing surfacing materials, thermal system insulation and miscellaneous materials.
- e. Standard operating procedures showing how workmen, visitors and employees will be protected from exposure and how spaces outside the work areas will be protected from contamination until completion of the work.
- f. Information on the types of respiratory protection systems to be used, if required.
- g. Documentation that medical records and respirator fit testing for all personnel has been performed.
- h. Hazard Communication Program.

2.02.8 Standard Operating Procedures. The NOP Contractor shall develop and implement a standard operating procedure during abatement work to ensure maximum protection and safeguard against asbestos exposure of the workers, visitors, and employees.

2.02.9 Initial Exposure Assessment. An initial exposure assessment shall be conducted by the competent person to determine whether or not airborne asbestos fibers in excess of the permissible exposure limits may be present. Daily air monitoring will be required unless a negative exposure assessment is obtained. If no exposure monitoring is performed you shall assume that exposure exceeds the permissible exposure limits and implement appropriate work practices.

- a. Respirators are required for all Class I asbestos work regardless of the size of the job or whether or not a negative exposure assessment has been made.

- b. Respirators are required for all Class II asbestos work: where the asbestos-containing material is not removed in a substantially intact state; which is not performed using wet methods; where the employer does not provide a negative pressure assessment; where employees are exposed above the permissible exposure limits; and in emergencies.

2.02.10 Regulated Area. A regulated area shall be established around the work site. The regulated area shall be demarcated in a manner that minimizes exposure to asbestos both within and outside the area. Signs that are comprehensible to employees shall be provided and displayed. Danger signs, in accordance with 29 CFR 1926.1101, shall be displayed, in both the English and Spanish languages.

- a. Eating, drinking, smoking, chewing tobacco or gum, and applying cosmetics shall not be allowed in the work area.
- b. Engineering controls and work practices shall include; wet methods, HEPA-vacuuuming, prompt clean up and disposal of debris, use of impermeable drop cloths, and HVAC isolation system are required. A negative pressure enclosure shall be used as a control method. If employees are working in the areas adjacent to the regulated area while Class I work is being performed, critical barriers shall be used for indoor regulated areas or some other isolation method to prevent the spread of airborne asbestos.

2.02.11 Prohibited Practices. Disposal of improperly labeled or classified asbestos-containing waste material as defined in 40 CFR Part 61, Subpart M.

2.02.12 NOP Contractor's Employees. All personnel of the NOP Contractor involved with asbestos abatement work shall be trained, tested, and licensed in the State of Ohio prior to any work and shall be thoroughly familiar with the NOP Contractor's standard operating procedures for asbestos abatement work. All personnel shall undergo the medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with the applicable regulations and practices for asbestos work and shall have participated in at least five abatement projects during the last two years. All personnel shall be trained in the use and care of respirators and shall pass the respirator fit test. A record shall be maintained indicating the manufacturer type and size respirator for the individual fitted.

Anyone without the above qualifications shall not be allowed to work in the abatement area at any time.

There shall be a sufficient number of trained and qualified workers and supervisors to accomplish the work within the required schedule of each NOP.

No person who is untrained, not fully qualified, or has not been pre-approved, shall be employed to expedite completion of remediation work. A full time supervisor who is experienced in administration and supervision of asbestos remediation projects shall be provided during all work operations.

2.02.13 Sub-Contractors. The City must approve any sub-contractors in advance and all subcontractors must meet the same minimum requirements listed above as NOP Contractor's Employees. The qualification documents will identify any proposed sub-Contractors and will include previous experience and references for each.

2.02.14 Employee Competency. The City shall have the authority to discharge from the project, any NOP Contractor or sub-contractor employee who shall be found incompetent or in any way detrimental to the best interest of the work.

2.02.15 Business Day and Hours of Operation. Any day, except legal holidays, Saturdays, and Sundays, on which the City of Dayton permits the NOP Contractor to work is a "Business Day." If permission is given to work on any of those excepted days, such time will be counted as a Business Day. Also See Item 116.

... Unless otherwise stated in the proposal, eight (8) hours shall constitute a day's work and 40 hours shall constitute a week's work. Work under the contract shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be performed at night, Saturday, Sunday or legal holidays unless special permission is given by the Nuisance Abatement Specialist or Project Manager.

After hours inspections Monday through Friday, must be arranged 24 hours in advance with the Nuisance Abatement Specialist or Project Manager.

R.C.G.O. - Item 94-05 Noise Pollution-(J) Construction or repairing of buildings. The erection (including excavating), demolition, altering, or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

2.02.16 Notice of Possession. A Notice of Possession (NOP) is a form listing properties by which the City transfers legal possession of entire parcel(s) including the structures and all contents for the purpose of conducting asbestos abatement. Each NOP is a unique, separate request for work to be performed under the Contract.

The City of Dayton reserves the right to remove any structure from an NOP until the NOP Contractor begins the asbestos abatement.

The NOP Contractor will not be permitted to commence on-site work prior to the issuance date of the NOP.

The NOP will be faxed or emailed to the NOP Contractor to a fax number or email address that the NOP Contractor provides to the City before the Notice to Proceed is issued. The date of issuance of the NOP shall be the date that the NOP is faxed or emailed to the NOP Contractor. Changes to NOPs shall be made in writing when additional asbestos abatement work is required beyond that which is indicated in the survey report and this remediation specification. The NOP changes should state in sufficient detail the additional work to be performed, the extra cost incurred, and the time required for completion. It shall be approved by the City prior to beginning work on the structure.

The following terms are associated with the issuance of and performance of work under an NOP:

- a. Performance Period: Each NOP when awarded will state the performance period within which the requested work shall be completed. In addition, the NOP shall list a series of milestones for completion of tasks necessary for asbestos abatement of the structures. The milestones shall be listed as follows:
 1. Obtaining Necessary Permits and Provide Written Notice to the Regional Air Pollution Control Agency (“RAPCA”): Within 3 Business Days of the issuance of the NOP, the NOP Contractor must obtain all necessary permits to perform the Work and provide written notice to RAPCA of the asbestos abatement Work for each structure.
 2. Beginning Removal of Asbestos: Within 13 Business Days of the issuance of the NOP, the NOP Contractor shall be on-site and begin removing asbestos from the structures.
 3. Completion of Removal of Asbestos: NOP Contractor must complete the removal of asbestos from each structure within the time period provided in the City’s survey for each structure or as determined by the City’s Project Manager.
- b. Timing of NOPs: The City estimates that the length of time between issuance of each NOP will be 7-10 Business Days, but the City reserves the right to issue NOPs more or less frequently. Due to the performance requirements associated with federal funding, NOPs may be issued concurrently to maximize the time allotted under the contract. Based on the work requested, the end date of the performance period of NOPs issued may or may not be the same date.

This issuance of NOPs will continue until all work has been completed or funding under the contract is exhausted, whichever occurs first. If the NOP Contractor fails to complete any of the tasks in accordance with any of the milestones listed in the NOP, the City of Dayton may impose liquidated damages in the sum of \$150 for each and every Business Day thereafter until completion, unless the NOP Contractor timely requests and the City grants an extension of time in accordance with the Contract Documents.

The amount of Liquidated Damages is agreed upon by and between the NOP Contractor and the City because of the impracticability and extreme difficulty of ascertaining the actual damage the City, its taxpayers and the public would sustain. Liquidated damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the NOP Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise.

2.02.17 Information Contained on Each NOP. Each NOP issued will be issued by a Nuisance Abatement Specialist who will act as the Project Manager for the requested work. Each NOP will state the following:

- a. Start Date – The date designated by the City.
- b. Completion Milestones-The deadlines that are determined as described above.
- c. End Date – The estimated Business Days after the start date by which the successful Bidder will complete the requested work.
- d. Building Address – The address is determined by Montgomery County Auditor's Parcel information.
- e. Lot Number – Taken from Montgomery County plat records.

2.02.18 Final Verification Inspection. The City's Asbestos Survey and Final Verification Inspection Contractor will review the site and report compliance to the City in as timely a manner as possible.

Section 2.03 PRICING STRUCTURE.

The award of NOPs will be based on the total cost submitted by the Qualified Contractors. The price submitted for the NOP shall include all costs for removing the ACM including proper disposal. After submitting the cost for an NOP, if a Contractor exceeds the original estimate by 20% in three or more instances, the Contractor may be removed from the list of qualified Contractors.

Article III. COMPENSATION

The total expenditure authority by the City to the any Qualified Contractor under this Contract shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00), unless amended in writing and approved by the Commission of the City of Dayton.

The NOP Contractor shall submit to the City an invoice for each completed NOP due under this Contract. Unless the City in good faith and with a reasonable basis, disputes its obligation to pay any such invoice in writing given to the NOP Contractor within thirty (30) days of receipt of said invoice. After approval by the Department of Planning & Community Development, the City will tender payment of each invoice within forty-five (45) days from receipt thereof.

Article IV. CITY'S RESPONSIBILITIES

The City will furnish Qualified and NOP Contractors, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Contract.

Article V. STANDARD OF CARE

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

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

Article VI. INDEMNIFICATION

Qualified and NOP Contractors shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Contract and/or the acts, omissions, or conduct of NOP Contractors and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Contract.

Article VII. INSURANCE

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Pollution/Environmental Liability Insurance in the amount of at least \$1,000,000. This insurance must include coverage for cleanup as required by governmental authorities.

- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Qualified Contractors pursuant to this Article shall be furnished to the City. All such insurance policies shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage.

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

Article VIII. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Qualified Contractors shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Contract shall also remain the property of Qualified Contractors.

Article IX. ARTICLE 9. TERMINATION

This Contract may be immediately terminated in the event of or under any of the following circumstances:

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

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary

obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

Article X. STANDARD TERMS

Section 10.01 DELAY IN PERFORMANCE

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

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

Section 10.02 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Contract or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

Section 10.03 COMMUNICATIONS

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

D.S.E.A. Services, Inc.
ATTN: Dan Cross, Managing Partner
506 Northland Blvd.
Cincinnati, OH 45240

Environmental Demolition Group, LLC
ATTN: Shawn McGinness, President
3520 Turfway Rd.
Erlanger, KY 41018

Ohio Technical Services, Inc.
ATTN: Brian Hatfield, President
1949 Camaro Ave.
Columbus, OH 43207

Rainbow Environmental Services, Inc.
ATTN: Jon A. French, General Manager
3727 Jonlen Dr.
Cincinnati, OH 45227

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

Section 10.04 EQUAL EMPLOYMENT OPPORTUNITY

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

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

Section 10.05 WAIVER

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

Section 10.06 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Contract, and the

balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision.

Section 10.07 INDEPENDENT CONTRACTOR

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

Qualified Contractors, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Contract are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Qualified Contractors shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

Section 10.08 ASSIGNMENT

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

Section 10.09 THIRD PARTY RIGHTS

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

Section 10.10 AMENDMENT

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

Section 10.11 POLITICAL CONTRIBUTIONS

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

Section 10.12 INTEGRATION

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

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Article XI. POLITICAL CONTRIBUTIONS

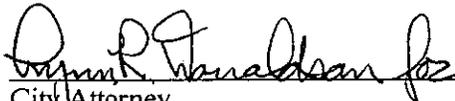
The Qualified Contractors each affirm and certify compliance with Ohio Revised Code §3517.13, limiting political contributions.

IN WITNESS WHEREOF, the City and the Qualified Contractors, each by a duly authorized representative, have executed this Contract as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney - JB

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

_____, 2016

Min. Bk. ____ Pg. ____

Clerk of the Commission

D.S.E.A. SERVICES, INC.

By: _____

Title: _____

OHIO TECHNICAL SERVICES, INC.

By: _____

Title: _____

ENVIRONMENTAL DEMOLITION GROUP, INC.

By: _____

Title: _____

RAINBOW ENVIRONMENTAL SERVICES, INC.

By: _____

Title: _____



City Manager's Report

6.

From **1300 - Civil Service Board**

Date **November 2, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$300,000 (thru 8/31/2019)**

Name **Dayton Public Schools**

Address **115 South Ludlow Street
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-29601-62	\$300,000

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

Description

The Dayton Civil Service Board serves as the civil service commission for the Dayton City School District for the appointment and employment of classified employees. The Civil Service Board provides such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees.

As Ohio Revised Code 124.54 requires the school district to share in the cost of civil service administration, the Board of Education will pay the City of Dayton \$100,000 annually for such services.

Due to DPS biannual budget process, contract negotiations were delayed and not finalized and the signed contract was not received by Civil Service until September 30, 2016.

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

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Dayton Public Schools
Address 115 South Ludlow Street
City Dayton State Ohio Zip+4 45402 -
Customer # Add Type/Seq #
Federal ID# 31-6000784

Revenue Information: Fund 10000 Orgn 1300 Rev 29601 Prog Actv 62

Contract Information: Contract Start Date 9/1/2016 Contract Expiration Date 8/31/2019

Billing Information: Rate: \$100,000 Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) \$100,000 (September 2016)
Other (explain)
Rate Change Date Rate Change Amount

Description of Services (wording on invoice): Provides test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees.

Departmental Approval



TO BE COMPLETED BY FINANCE

City Reference Number 17-1378-1 Auditor Kina Brown Date 10/21/16

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

Director of Finance



10-24-16

**AGREEMENT FOR REIMBURSEMENT FOR
CIVIL SERVICE ADMINISTRATION**

THIS SERVICE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, between the **City of Dayton, Ohio** ("City") and the **Dayton, Ohio Board of Education** ("School Board").

WITNESSETH THAT:

WHEREAS, the civil service commission of a city is authorized, pursuant to Ohio Revised Code §124.011 to serve as the commission for the school district for the appointment and employment of classified employees as defined in Ohio Revised Code §124.11; and

WHEREAS, the City of Dayton Civil Service Board ("Civil Service Board") serves as such commission for the Dayton Public Schools ("Dayton Schools"); and

WHEREAS, the Civil Service Board has provided such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees; and

WHEREAS, Ohio Revised Code §124.54 requires the school district to share in the cost of civil service administration;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, the City and the School Board agree as follows:

Article I - Scope of Services:

1. The Civil Service Board shall provide the following services:
 - 1.1. Provide testing services by administering Promotional and Open Competitive written, typing and/or agility testing, including:
 - 1.1.1. Advertise and post notices for examinations;
 - 1.1.2. Accept and review applications for certification;
 - 1.1.3. Certify the qualifications of applicants for competitive positions;
 - 1.1.4. Notify applicants of certification with admittance notice for examinations;
 - 1.1.5. Notify applicants of non-certification;
 - 1.1.6. Perform Task Analysis of positions for test development to determine knowledge, skills and abilities needed to perform the job;
 - 1.1.7. Develop written tests, typing tests and/or agility testing for posted positions;
 - 1.1.8. Provide applicant review process for protested questions;
 - 1.1.9. Determine Veteran's credit eligibility for scoring purposes;
 - 1.1.10. Calculate seniority for promotional purposes;
 - 1.1.11. Provide final scoring for tested positions;
 - 1.1.12. Develop and rank eligibility lists;
 - 1.1.13. Notify applicants of scores and eligibility ranking; and
 - 1.1.14. Provide eligible lists to Associate Director, Human Resources.
 - 1.2. Review classification specifications, classification plan (job descriptions) and employee

reclassification packets in accordance with Civil Service Rules.

- 1.3. Prepare agenda items for Civil Service Board consideration of employment actions, including:
 - 1.3.1. Extension of eligible lists;
 - 1.3.2. Reclassification of employees; and
 - 1.3.3. Reinstatement requests from former employees.
- 1.4. Verify layoff process by:
 - 1.4.1. Calculating applicable retention points and/or seniority points, based on information received from Dayton Public Schools; and
 - 1.4.2. Preparing Recall Lists, as needed.
- 1.5. Hear employee appeals for:
 - 1.5.1. Disciplinary actions;
 - 1.5.2. Reassignments/demotions for disability reasons; and
 - 1.5.3. Layoffs due to reductions in force.
2. To insure proper completion of the responsibilities listed above, the Dayton Board of Education agrees to:
 - 2.1. Maintain and update employee records and provide relevant information to Civil Service as requested or as necessary to fulfill the terms of this agreement;
 - 2.2. Within the first quarter of each calendar year, provide to Civil Service a classification plan consisting of the titles and class specifications (job descriptions) for all positions in the classified service;
 - 2.3. Provide annual performance appraisals for all classified employees;
 - 2.4. Provide proof of exhaustion of eligible lists within 30 days of exhaustion of lists;
 - 2.5. Recommend subject-matter experts as needed to assist with test development;
 - 2.6. Provide quarterly seniority lists;
 - 2.7. Provide a Dayton Public Schools' organization chart annually or as updated; and
 - 2.8. Provide agendas of every Board of Education Meeting.

Article II – Payment:

1. The City and the School Board agree to cost sharing in the amount of one hundred thousand dollars (\$100,000.00) each year for the next three (3) years, commencing with the 2016-2017 school year.
2. Said costs shall be made payable to the City of Dayton within the first quarter of the 2016-2017 school year and shall be paid within the first quarter of each year thereafter, until the end of the three year period.
3. The cost shall be fixed for 3 years, and may be modified at the end of the term, based upon any change in the nature of services provided by the Civil Service Board.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly-authorized representative of the City and the School Board, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

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

Article V – Waiver:

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

Article VI – Governing Law:

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

Article VII – Non-Discrimination:

The City and the School Board shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

Article VIII – Termination:

The City and the School Board may terminate this Agreement whenever either party determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the City of Dayton through the Civil Service Board or to the Superintendent of Schools of behalf of the Board of Education by certified mail to its usual place of business. The notice, given at least ninety (90) days prior to the effective date, shall state the date upon which such action is effective.

Article IX – Term:

This agreement shall be in effect from September 1, 2016 through August 31, 2019.

IN WITNESS WHEREOF, the City, and the School Board, by duly authorized representatives, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

DAYTON BOARD OF EDUCATION

City Manager



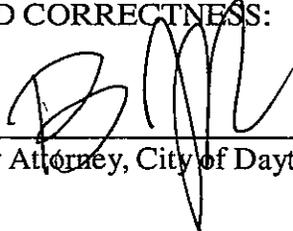
President

Craig A. Jones 07/20/2016

Treasurer

APPROVED AS TO FORM
AND CORRECTNESS:

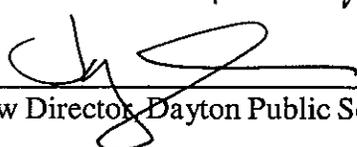
APPROVED BY:



City Attorney, City of Dayton



Chairperson, Civil Service Board



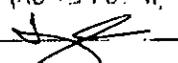
Law Director, Dayton Public Schools

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

LEGAL & LABOR ACTIVITIES
APPROVED
____ DOCUMENT/APPLICATION
✓ CONTRACT (AS TO FORM)
DATE 7/19/16 



City Manager's Report

7.

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

Date **November 2, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$97,321.20 through 10/2026**

Name **Do-It, Inc.**

Address **5487 Paddington Road
Washington Township, OH 45459**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3217-23203-43	\$97,321.20

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

Description

Addendum for Exercise of Second Option Extension

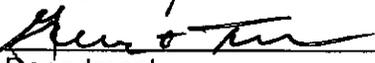
The Department of Aviation requests permission to execute an Addendum for Exercise of Second Option Extension with Do-It, Inc. for the continuation of the Lease Covering the Operation of T-Hangar Facilities at the Dayton-Wright Brothers Airport ("Addendum"). The City Commission approved an Agreement and Lease Covering the Operation of T-Hangar Facilities ("Ground Lease") on March 3, 1982 and approved an amendment thereto on February 10, 1988. On July 5, 2006, the City Commission approved the Addendum for Exercise of First Option Extension which extended the Lease through October 31, 2016 and set the rates for the 10-year period.

Do-It, Inc. has a submitted a request to exercise the second 10-year option period ("Second Option Period"). This Second Addendum will set the terms of the Second Option Period. The Second Option Period will be effective November 1, 2016 and terminate on October 31, 2026. The rental rate for the Second Option Period, as negotiated within the parameters set forth in the Ground Lease, will be \$0.15 PSF/year on the 64,881 SF. The rental rate will be \$811.01 per month or \$9,732.12 annually. The total rental amount will be \$97,321.20 through October 31, 2026.

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

There are two Certificates of Revenue attached.



 Division


 Department


 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

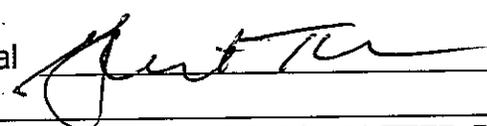
Customer Information: Name Do-It, Inc.
Address 5487 Paddington Road
City Dayton State OH Zip+4 45459 -
Customer # 1296 Address Location # 1362
Federal ID# 31-0805870

Revenue Information: Fund 51000 Organization 3217 Revenue 23203 Program 43

Contract Information: Contract Start Date 6/1/81 Contract Expiration Date 10/31/26

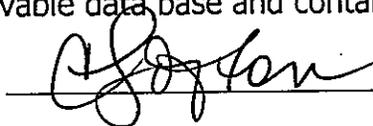
Billing Information: Rate: \$811.01 Arrears Pre-bill X
Monthly (1st month of billing) November 2016
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):
Ground Lease at Dayton-Wright Brothers Airport – 64,881 sf (1.489 acres) @ \$0.15 psf/year

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1296-2 Auditor  Date 10/26/16

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.
Director of Finance  10-26-16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Do-It, Inc.
Address 5487 Paddington Road
City Dayton State OH Zip+4 45459 -
Customer # 1296 Address Location # 1362
Federal ID# 31-0805870

Revenue Information: Fund 51000 Organization 3217 Revenue 23207 Program 43

Contract Information: Contract Start Date 6/1/81 Contract Expiration Date 10/31/26

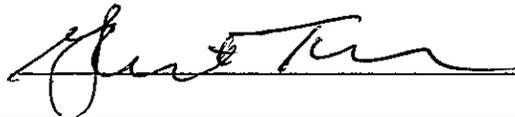
Billing Information: Rate: Arrears X Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half) January 2017 – Property Taxes
Annual (1st month of billing) June 2017 – Property Charge
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

Cost of Property Taxes at Dayton-Wright Brothers Airport

Montgomery County Property Charge At Dayton-Wright Brothers Airport

Departmental Approval



TO BE COMPLETED BY FINANCE

Revenue Contract
Number

1-1296-1

Auditor

Kena Brown

Date

10/21/16

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

Director of Finance

 10-24-16

ADDENDUM FOR EXERCISE OF SECOND OPTION EXTENSION

THIS ADDENDUM FOR EXERCISE OF SECOND OPTION EXTENSION ("Addendum") is dated this ____ day of _____, 2016 between the City of Dayton, Ohio ("Lessor") and Do-It, Inc. ("Lessee").

On March 3, 1982, the Commission of the City of Dayton approved an Agreement and Lease Covering the Operation of T-Hangar Facilities at the Dayton-Wright Brothers Airport (formerly known as Dayton General Airport South) and approved an amendment thereto on February 10, 1988 (the Agreement and Lease, as amended, is referred to hereinafter as the "Lease"). On July 5, 2006, the Commission of the City of Dayton approved the Addendum for Exercise of First Option Extension which extended the Lease through October 31, 2016. As required under Article VI, Subsection 2 of the Lease, Lessee provided the required written notice of its intent to exercise the second and final 10-year option period to the Lessor. After receipt of the notice and pursuant to Article VII, Subsection 3, the parties negotiated and agree to a rental amount payable to Lessee for the second 10-year option period.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and the benefits to be derived by each party, Lessor and Lessee agree as follows:

1. As permitted under Article VI, Subsection 2 of the Lease, the Lease is extended for a ten (10) year period, commencing on November 1, 2016 and terminating on October 31, 2026 ("Second Option Period").
2. During the Second Option Period, the Lessee shall pay to Lessor as rental for the Leased Premises the following:
 - a. For the period of November 1, 2016 to October 31, 2026, Nine Thousand Seven Hundred Thirty-Two Dollars and Fifteen Cents (\$9,732.15) each consecutive 12-month period, which is payable in equal monthly installments of Eight Hundred Eleven Dollars and One Cent (\$811.01). Said rental is based on the rate of Fifteen Cents (\$0.15) per square foot, per consecutive 12-month period.

The aforementioned monthly rental payments are due to the Lessor, in advance and without notice, on the first day of each month during the Second Option Period.

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

IN WITNESS WHEREOF, the Lessor and Lessee, each by a duly authorized representative, have executed this Addendum as of the day and year first above written.

DO-IT, INC.

By: Philip Weaver

Its: Secretary

FID No: 31-0805870

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**

Raymond R. Wanda
City Attorney LJB
BWF

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

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

No. ...**31530-16**.....

AN ORDINANCE

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

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

WHEREAS, The real estate hereinafter described in connection with the Westview Industrial Park is now wanted by Detroit Salt Company, LLC for redevelopment as it relates to constructing and operating a salt distribution facility to serve the southwest Ohio and northern Kentucky markets; and,

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

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

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

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

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

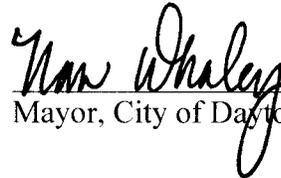
Section 3. That the real estate described above shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to be deposited into the following account:

REAL ESTATE DEVELOPMENT ACCOUNT
16304-2600-29601-41
NINETY THOUSAND DOLLARS AND ZERO CENTS
(\$90,000.00)

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

Passed by the Commission... **November 2**....., 2016

Signed by the Mayor... **November 2**....., 2016



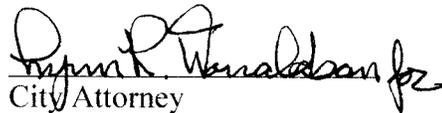
Mayor, City of Dayton, Ohio

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

Exhibit A

James H. McGee Boulevard

Situate in the State of Ohio, County of Montgomery, and
being all of Lot Number 84716 of the consecutive Lots on the
revised plat of the City of Dayton.

Montgomery County Tax Parcel R72 09107 0067

Exhibit B

REAL ESTATE PURCHASE AGREEMENT
Westview Industrial Park - Parcel A

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Detroit Salt Company, LLC ("Developer"), a private corporation in and of the State of Michigan.

WITNESSETH THAT:

WHEREAS, Developer has proposed constructing a fabric covered salt storage building in the Westview Industrial Park, located in Dayton, Ohio, which will result in new jobs in Dayton; and,

WHEREAS, Developer has agreed to pursue all legally required zoning and building permits, including a Certificate of Use and Occupancy, in order to construct and operate the facility.

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

1. The Developer hereby agrees to purchase from the City, and the City agrees to sell to the Developer, for the sum of NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00), payable at the closing, the real property ("Property") described in Exhibit A, attached hereto and incorporated herein, and known as Westview Industrial Park Parcel A, for the purposes of constructing and operating a salt distribution facility to serve the southwest Ohio and northern Kentucky markets ("Project").

As further consideration for the Property, Developer agrees that the Project will include high quality landscaping and decorative lighting for any areas visible to the public, including the adjacent highway. Developer shall present a proposed site plan for the Project to the City for review by the City of Dayton Division of Planning and the City Plan Board. Developer agrees to abide by reasonable and affordable recommendations from the City's staff or Plan Board as it relates to design elements, including but not limited to LED lighting on the storage structure. Both parties agree to engage in good faith discussions to resolve any differences.

2. The City shall convey the Property to the Developer by good and sufficient quit claim deed, with the City warranting the property free from encumbrances, except (A) zoning ordinances; (B) building restrictions, (C) taxes and assessments that appear on the tax duplicate for the year of closing, and (D) all restrictions and easements of record.
3. The City shall pay, at closing, all taxes, assessments, interest and penalties that are then due and payable. It is understood that the taxes and assessments for the tax year 2016 will not be prorated. It is further understood and agreed that in the event the sale is not closed in 2016, then the taxes and assessments shall not be prorated for the year in which the closing is held. Upon closing, the Developer shall be responsible for all future taxes and assessments.

4. The Developer shall have possession of the Property upon delivery of an executed deed from the City. The professional title company hired by the Developer to provide title and closing services will record said deed in Montgomery County, Ohio.
5. This Agreement shall commence upon the full execution of this document. Developer's obligation to complete the purchase the Property will be conditioned on Developer's determination, based on an Environmental Site Assessment (the "ESA") of the Property prepared by professional engineers selected by the Developer, that there are no hazardous materials on the Property. Developer will retain engineers to perform the ESA within ten (10) days of the date of this Agreement. This condition will be satisfied only if Developer, within ninety (90) days from the execution of this Agreement, delivers written notice to the City advising that this condition has been satisfied or waived by Developer. If this condition is not satisfied or waived by Developer within the time period stated above, this Agreement will automatically terminate on midnight of the 90th day, and upon termination, neither the City nor the Developer will have any further rights or obligations under this Agreement. If this condition is satisfied or waived by Developer on or before the date stated above, this Agreement shall constitute a valid and binding contract of purchase and sale, binding upon the Developer, its administrators, successors, and assigns, and upon the City, its administrators, successors, and assigns and the sale shall be closed within a reasonable time after such execution, but no later than ninety (90) days from the execution of this Agreement unless extended by mutual written agreement of both parties. This Agreement may also be terminated at any time by mutual written agreement of both parties.
6. The delivery by the City of the quit claim deed described herein and acceptance by the Developer of said deed shall not be deemed to extinguish, waive, or discharge any of the obligations of the City or the Developer hereunder not stipulated or contained in the deed, nor in any way to prejudice or bar the City in asserting any of its rights hereunder.
7. City makes no representations or warranties, express or implied, with respect to: the environmental condition of the Property and the surrounding property (including all facilities, improvements, and structures thereon, surface waters thereon or adjacent thereto, or soil and groundwater thereunder); City's operations conducted on the Property; or City's compliance with any environmental health or safety laws.
8. Developer shall accept the Property in "as is" condition. The City makes no representations or warranties concerning the condition of the Property. The Developer is responsible for all redevelopment costs. Taxes shall not be prorated. Developer shall hold City harmless from any such claims arising from the Developer's development or use of the Property.
9. In the event that Developer purchases the Property, but the proposed Project is not completed within 36 months of the execution of this Agreement, Developer shall provide City with the right-of-first-refusal to repurchase the property for a maximum amount of NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00). The City reserves the right to offer a lower price for repurchasing the Property in the event that the Property has been impacted by fire, environmental contamination, or any other extenuating circumstances but the Developer reserves the right to reject that lower offer. Under no other circumstances shall the Developer be obligated to offer title to the Property to the City or shall the City be obligated to accept title to the property from the Developer.

It is understood by both parties that the City will not reimburse or pay Developer for any improvements made to the site, nor any financial losses the Developer may incur as a result of the proposed investment under any circumstances. The City's right-of-first-refusal shall terminate upon the issuance of a legal Certificate of Use and Occupancy for the facility.

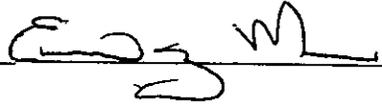
10. Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Company, and its agents, employees, contractors, subcontractors, and representatives in undertaking and completing the Project, and/or Company's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.
11. Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
12. Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
13. GENERAL PROVISIONS.
 - A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interests, directly or indirectly during the term of this Agreement.
 - B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
 - C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or

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

THE CITY OF DAYTON, OHIO

DETROIT SALT COMPANY, LLC

By: _____

By:  _____

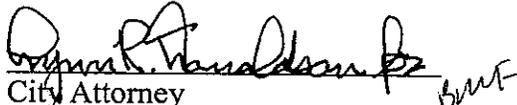
Its: _____

Its: PRESIDENT _____

Date: _____

Date: 10/25/2016 _____

APPROVED AS TO FORM
AND CORRECTNESS:


City Attorney *BRH*

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission

Exhibit A

James H. McGee Boulevard

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 84716 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcel R72 09107 0067



MEMORANDUM

October 25, 2016

TO: Shelley Dickstein, City Manager

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

SUBJECT: Ordinance Authorizing Sale of Land to Detroit Salt Co.

This memorandum accompanies and explains the emergency Ordinance and corresponding Agreement authorizing the sale of a property in the Westview Industrial Park. The City-owned land will be sold for the negotiated purchase price of \$90,000 to the Detroit Salt Company, LLC in connection with the proposed construction of a new road salt distribution facility.

The site consists of 5.1 acres of land south of Route 35 in the Miami Chapel neighborhood. The project will create approximately 5 new jobs in Dayton, with additional employment during the peak season leading into winter. The project will also create a new source of salt for the region, which may benefit our local communities in terms of the pricing and availability of supplies.

Detroit Salt has been in business since 1997, although their underground salt mine dates back to 1910. They are a subsidiary of a Canadian firm, The Kissner Group. Two years ago, Detroit Salt contacted our office seeking sites with rail access. As a result of their search and the positive customer service they received from the City, they made an offer to purchase the Westview site.

The company was attracted to the Westview site due to the proximity to I-75 and the railroad services provided by CSX Transportation. The site is zoned I-1 (industrial) and is not located near any river or sourcewater protection area that could be negatively impacted by salt storage. As a result of this process, they already constructed another facility located at 405 N. Findlay Street, which is served by Norfolk Southern Railroad, such that the two warehouses will work together.

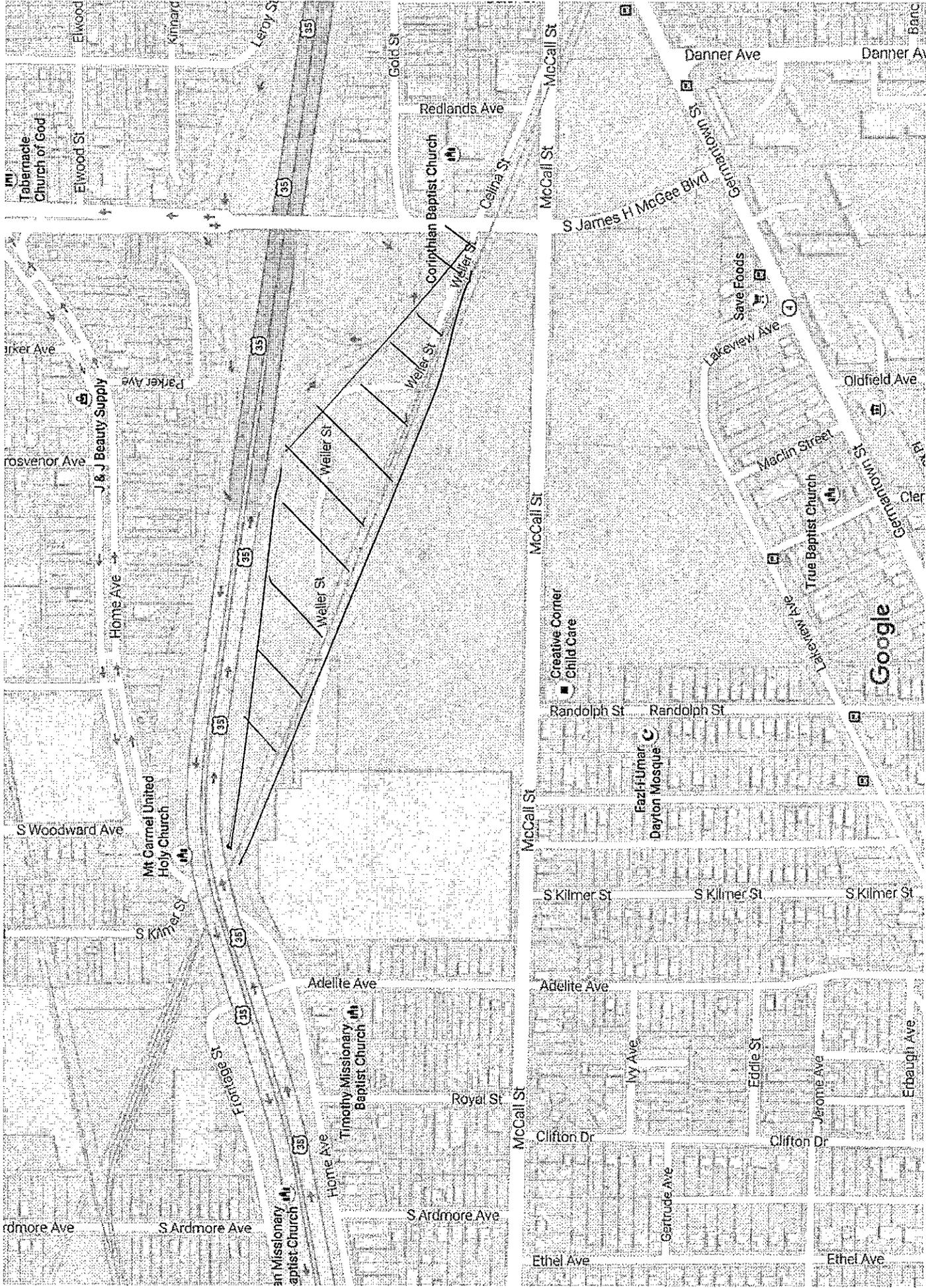
Since time is of the essence, we are requesting emergency authorization. A copy of the Agreement, and a neighborhood map are attached. If you have any questions, please contact Keith Klein of my staff at extension 3812.

FPW/kek

Attachments

1. Ordinance
2. Agreement
3. Map

C: Tammi Clements
Joe Parlette
Keith Klein



BY **Ms. Whaley**.....

NO. **6219-16**.....

A RESOLUTION

Authorizing the City Manager to Enter into an Intergovernmental Agreement Between the City of Dayton and Montgomery County, Ohio; and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, This Commission and The Board of Commissioners of Montgomery County, Ohio ("Board") are jointly participating in providing funding assistance in support of a development opportunity for CareSource ("Project") in order to attract and retain jobs and improve the community tax base; and,

WHEREAS, The Board desires to provide Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to the Project through an Intergovernmental Agreement between Montgomery County and the City of Dayton; and,

WHEREAS, This Commission supports the Project and believes it is in the best interest of the City of Dayton to enter into the Intergovernmental Agreement; and,

WHEREAS, To provide for the timely acceptance of the funding assistance and allow for the commencement of the Project, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio for the following project and in the following amount:

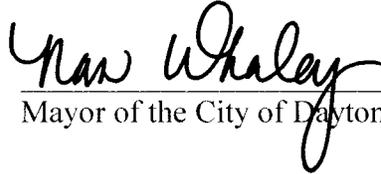
CareSource Project

\$500,000.00

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

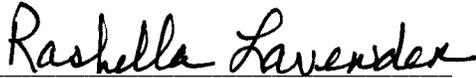
ADOPTED BY THE COMMISSION ..**Nov. 2**....., 2016

SIGNED BY THE MAYOR ..**November 2**....., 2016



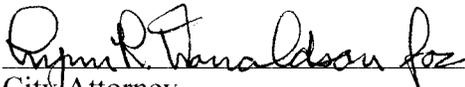
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

BY.....**Mr. Williams**..

NO....**6220-16**.....

A RESOLUTION

Authorizing the City Manager to Enter into a Development Agreement Between the City of Dayton, Ohio and CareSource; and Declaring an Emergency.

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

WHEREAS, CareSource is expanding by constructing a new facility in the City of Dayton ("Project"); and,

WHEREAS, The Project will create no less than four hundred (400) new jobs and CareSource will employ approximately nine hundred (900) employees at the new facility; and,

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

WHEREAS, This Commission desires to provide Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to the Project in support of a development opportunity in order to attract and retain jobs and improve the community tax base; and,

WHEREAS, To provide for the timely acceptance of the funding assistance and allow for the commencement of the Project, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

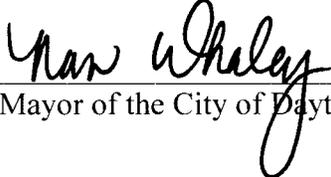
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager, or her designee, is authorized to execute any and all documents necessary to provide funding for the Project, including but not limited to the Development Agreement, attached hereto as Exhibit A.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

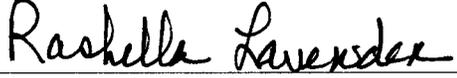
ADOPTED BY THE COMMISSION ... **Nov. 2**, 2016

SIGNED BY THE MAYOR .. **November 2**, 2016



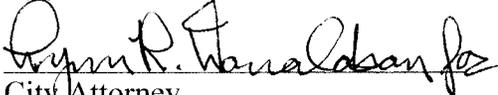
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

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

No.....**6221-16**.....

A RESOLUTION

Authorizing the Necessary Tax Levies, Certifying the Same to the County Auditor, and Declaring an Emergency.

WHEREAS, The Ohio Revised Code requires municipalities to accept and authorize the necessary tax levies; and

WHEREAS, The City desires to improve its job base by encouraging expansion of existing businesses; and

WHEREAS, In 2014 the City accepted an application to annex property and annexed +/-5.917 acres now referred to as taxing district E211 to facilitate the expansion of a current business located in the City; and

WHEREAS, Because the inside millage in new taxing district exceeded the 10 mill constitutional limit the City reduced its inside millage from 0.4 mills to 0.2 mills; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this resolution become effective at the earliest possible date so that it may be filed as required with the Montgomery County Auditor's Office; now, therefore,

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

Section 1. That there is hereby levied on the tax duplicate of the City of Dayton the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Taxing District E211	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	<u>0.2</u>	<u>5.1</u>
	0.2	9.6

All Other Taxing Districts	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	<u>0.4</u>	<u>5.1</u>
	0.4	9.6

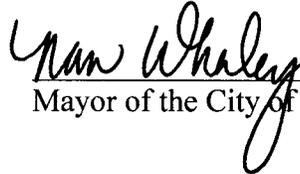
Section 2. That the City of Dayton does not consent to the reassignment of the inside millage, and that the City of Dayton does not waive the right to levy its unused inside millage rates in the future.

Section 3. That the Commission directs the Clerk of Commission to certify a copy of this resolution to the Montgomery County Auditor.

Section 4. For the reasons stated in the preamble hereof, the Commission declares this resolution to be an emergency measure that shall take effect immediately upon its adoption.

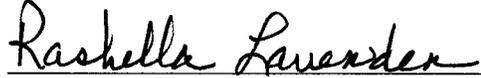
Adopted by the Commission..... **November 2**....., 2016

Signed by the Mayor..... **November 2**....., 2016



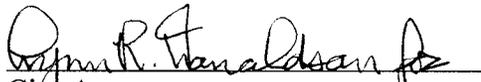
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney