CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **DECEMBER 21, 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: **N/A**
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **2016 Purchase Orders:**

AVIATION

A1. Norwalk Concrete Industries (sixty movable concrete Jersey barriers) **$13,500.00**

1. **(Cont'd):**

PUBLIC WORKS

B1. CDO Technologies, Inc. (10,000 Radio Frequency Identification ["RFID"] tags) **$14,000.00**

B2. Greater Dayton Regional Transit Authority (sixteen decorative street lights) **31,824.00**

B3. Southeastern Equipment Company (one 4-ton asphalt hot box tar kettle) **33,440.00**

RECREATION AND YOUTH SERVICES

C1. Century Equipment, Inc. (two golf course mowers) **134,964.20**

WATER

D1. Sap Public Services Inc. (annual computer software maintenance and support services as needed through 12-31-18) **50,374.60**

D2. Matlock Electric Company, Inc. (two digester gas compress motors) **15,904.00**

D3. Rawdon Myers, Inc. (Dezurik brand valves and related items) **17,892.50**

-Depts. of Aviation, Public Works, Recreation and Youth Services and Water. **Total: $312,899.30**

2. **2017 Purchase Orders:**

HUMAN RESOURCES

A1. Examworks, Inc. (professional services to perform independent medical evaluations and related services as needed through 12-31-2019) **$150,000.00**

POLICE

B1. Aramsco, Inc. (riot control gear) **29,976.48**

RECREATION AND YOUTH SERVICES

C1. Century Equipment, Inc. (Toro brand parts, service and accessories as needed through 12-31-19) **135,000.00**

WATER

D1. State of Ohio (annual wastewater discharge permit fee) **25,900.00**

D2. Tristate Valves & Controls, Inc. dba Trivaco (parts and services to maintain and repair Emerson and Yokogawa brand sludge and boiler process systems as needed through 12-31-19) **45,000.00**

D3. ATR Distributing Company (General Electric brand parts, supplies and related items as needed through 12-31-19) **57,180.00**

D4. Ralls and Jackson Cleaning and Janitorial (janitorial services as needed through 3-31-17) **15,000.00**

D5. Badger Meter, Inc. (Badger brand meter parts and accessories as needed through 12-31-19) **195,000.00**

D6. Badger Meter, Inc. (new water meters as needed through 12-31-19) **$570,000.00**

D7. Everett J. Prescott, Inc. (water meters as needed through 12-31-19) **240,000.00**

D8. Everett J. Prescott, Inc. (water meter parts and accessories as needed through 12-31-19) **315,000.00**

-Depts. of Aviation, Police, Recreation and Youth Services and Water.

Total: $1,778,056.48

3. **Carmen Toro-Wooten – Service Agreement** – for services associated with the License Intervention Program (LIP) – Dept. of Law/Criminal. **$63,357.30**

4. **City of Riverside – Service Agreement** – for services associated with the City of Dayton's Multi-Jurisdictional Source Water Protection Program – Dept. of Water/Environmental Protection. **$85,839.00 (Thru 12/2017)**

5. **Complete Computer Support, LLC – Contract Modification** – for professional technical support services to assess, repair, install and upgrade computer and peripheral device hardware, firm ware, and software. – Dept. of CS/Information Technology. **$69,264.00 (Thru 12/2017)**

6. **Miami Valley Regional Crime Lab – Service Agreement** – for Automated Fingerprint Information System ("AFIS") services in 2017. – Dept. of Police/Invest & Admin Svc. **$93,379.84**

7. **Miami Valley Regional Crime Lab – Service Agreement** – for technical and analytical services in 2017 – Dept. of Police/Invest & Admin Svc. **$491,773.00**

8. **Optica Consulting, Inc. – Contract Modification** – for first amendment to the Technology Consulting Services Agreement with Optica Consulting, Inc. – Dept. of Police Director. **$46,494.00 (Thru 09/30/17)**

9. **Rumpke of Ohio, Inc. – Payment of Voucher** – for recyclable waste disposal fees – Dept. of Public Works/Waste Collection. **$12,353.80**

10. **Staffco Construction Co., Inc. – Contract Modification** – for Aircraft Maintenance Hangar Phase 2 Change Order Number 1 (10% MBE 5% WBE) – Dept. of Aviation/AP Admin & Finance. **$491,882.00 (Thru 09/2018)**

11. **The Ohio State University – Contract Modification** – for the Vacant to Vibrant Urban Agriculture Project – Dept. of Planning and Community Development. **N/A**

E. Other – Contributions, ETC.:

12. **Learn to Earn Dayton – Other** - for the Montgomery County Preschool Promise Demonstration – Dept. of Planning and Community Development/Community Development.

$150,000.00
(Thru 12/31/2017)

13. **Miami Valley Fair Housing Center, Inc. – Other –** for education and outreach to the immigrant and refugee community – The Human Relations Council.

$88,000.00
(Thru 12/2017)

14. **Montgomery County Sheriff's Office – Other** – for 2017 billing rates for emergency dispatch services – Dept. of Police Director. **$3,257,372.00**

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

15. **No. 31542-16** Amending Sections 37.06, 37.07, 37.08 and 37.10; Repealing Existing Sections 37.06, 37.07, 37.08, and 37.10 of the Revised Code of General Ordinances Relating to Commercial Ground Transportation Companies and Transportation Network Companies; and Declaring an Emergency.

16. **No. 31543-16** Amending the City's Appropriations for the Year 2016, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

17. **No. 6229-16** Approving a Commercial Ground Transportation Company Operating Permit as a Supplement to the Rules and Regulations for the James M. Cox Dayton International Airport, and Declaring an Emergency.

18. **No. 6230-16** Establishing the Fiscal Year 2017 Rates, Fees and Charges for the James M. Cox Dayton International Airport, and Declaring an Emergency.

Emergency Resolution – First Reading:

19. **No. 6231-16** Authorizing the City Manager to Accept Federal Fiscal Years 2017 and 2018 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00); and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31544-16 LEGISLATION ADDED
RESOLUTION NO. 6232-16
IMPROVEMENT RESOLUTION NO. 3598-16
INFORMAL RESOLUTION NO. 929-16

City Manager's Report

From **5530 - CS/Purchasing**

Date December 21, 2016
Expense Type Purchase Order
Total Amount $312,899.30

Supplier, Vendor, Company, Individual
Name **See Below**
Address **See Below**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

Description

AVIATION

(A1) 1601273 – NORWALK CONCRETE INDUSTRIES, NORWALK, OH

- Sixty movable concrete Jersey barriers.
- These goods are required to define lease boundary lines on the first floor of the parking garage at the Dayton International Airport.
- Three bidders were solicited and three bids were received.
- The Department of Aviation recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	51000-3221-1301-43	$13,500.00

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

PUBLIC WORKS – CIVIL ENGINEERING

(B1) P1601289 – CDO TECHNOLOGIES, INC., RIVERSIDE, OH

- 10,000 Radio Frequency Identification ("RFID") tags.
- These goods are required for the City's RFID Utility Street Cut Project.
- CDO Technologies, Inc. is recommended to ensure product and systems compatibility and integration as the original systems developer, therefore this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	22111-6450-1301-54	$14,000.00

(B2) P1601249 – GREATER DAYTON REGIONAL TRANSIT AUTHORITY, DAYTON, OH

- Sixteen decorative street lights.
- These luminaries will be installed on Greater Dayton Regional Transit Authority ("RTA") poles on Apple Street to achieve the lighting standards established by the Street Light Special Assessment.
- These goods were competitively bid by the RTA.
- RTA qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	22126-6450-1424-54	$31,824.00

PUBLIC WORKS – STREET MAINTENANCE

(B3) P1601248 – SOUTHEASTERN EQUIPMENT COMPANY, MONROE, OH

- One 4-ton asphalt hot box tar kettle.
- This equipment is required to heat tar for Street Maintenance operations.
- This equipment was rented by the City for three months, when new, and was scratched and dented during the rental, but is still in good working order. Repairs were estimated at $7,800.00. Alternatively, Southeastern Equipment Co. offered to sell the unit and deduct the rental charges ($7,560.00) the City had paid from the original purchase price, therefore this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Street Maintenance	21000-6430-1412-54	$33,440.00

RECREATION AND YOUTH SERVICES - GOLF

(C1) P1601302 – CENTURY EQUIPMENT, INC., HAMILTON, OH

- Two golf course mowers.
- This equipment is required to maintain City golf course property and will replace two existing mowers, which will be disposed of in the best interest of the city.
- Rates are in accordance with State of Ohio term schedule contract pricing #800261.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	59000-6550-1412-56	$134,964.20

WATER – WATER ENGINEERING

(D1) P1601181 – SAP PUBLIC SERVICES INC., WASHINGTON, DC

- Annual computer software maintenance and support services.
- These services are required to maintain and upgrade computer software used to generate management reports.
- SAP Public Sector & Education is SAP America Incorporated, the original software developer and sole (regional distributor) source for these proprietary services.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Computer Maintenance	53000-3421-1164-54	$16,374.60
2017	Computer Maintenance	53000-3421-1164-54	$17,000.00
2018	Computer Maintenance	53000-3421-1164-54	$18,000.00

WATER – WATER RECLAMATION

(D2) P1601286 – MATLOCK ELECTRIC COMPANY, INC., CINCINNATI, OH

- Two digester gas compress motors.
- These goods are required for the digester gas production process.
- Ten possible bidders were solicited and two bids were received.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	55000-3460-1301-54	$15,904.00

WATER – WATER RECLAMATION (CONTINUED)

(D3) P1600755 – RAWDON MYERS, INC., MILFORD, OH

- Dezurik brand valves and related items.
- These goods are required to replace valves that are worn beyond economical repair.
- Rawdon Myers Incorporated is recommended as the sole regional distributor for Dezurik brand products, therefore this purchase was negotiated.
- This amendment increases the originally authorized amount of $8,500.00 by $17,892.50 for a total not to exceed $26,392.50 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	55000-3460-1301-54	$17,892.50

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Concrete Jersey Barriers

Dept./Div.: Airport

REQ # 117A00P6

			No.:	1		2		3	
			BIDDER NAME & STREET ADDRESS:	DISCOUNT CROWD CONTROL		NORWALK CONCRETE INDUSTRIES		TRAFFIC SAFETY WAREHOUSE	
			CITY:	LIBERTY		NORWALK		DEERFIELD	
			STATE & ZIP:	MO, 64068		OH, 44857		IL, 60015	
			Recommended for Award			X			
			QUALIFIES FOR LOCAL PREFERENCE?	NO		NO		NO	
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO		NO		NO	
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO		NO		NO	
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS CONCRETE JERSEY BARRIERS									
1	4' LONG JERSEY BARRIER	60	EA	$270.00	$16,200.00	$225.00	• $13,500.00	$259.00	$15,540.00
2	FREIGHT	1	LOT	$1,475.00	$1,475.00	INCLUDED	• INCLUDED	$1,600.00	$1,600.00
			TOTAL	$17,675.00		• $13,500.00		$17,140.00	
			TERMS:	NET 30		NET 30		NET 30	
			F.O.B.:	DEST		DEST		DEST	
			Price firm through 12/31/2017?	NO		NO		NO	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Digester Gas Compress Motor
Dept./Div.: WATER/WATER RECLAMATION
Requisition No.: 298WTWT6

				No.: 1	2
				BIDDER NAME & STREET ADDRESS: Blackhawk Industrial	Matlock Electric Co. Inc.
				CITY: Broken Arrow	Cincinnati
				STATE & ZIP: OK 74012	OH 45212
				Recommended for Award	X
				QUALIFIES FOR LOCAL PREFERENCE? NO	NO
				QUALIFIES FOR CERTIFIED PREFERENCE? NO	NO
				LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD? NO	NO
Item No.	ITEM DESCRIPTION	Qty	UM	UNIT /EXT	UNIT /EXT
	Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process				
	Digester Gas Compress Motor				
1	Digester Gas Compress Motor	2	EA	$17,073.18	• $15,904.00
			TERMS:	NET 30	NET 30
			F.O.B.:	DEST	DEST
			DELIVERY:		

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Delaney and Assoc. 2. Corporate Equipment 3. Electric Motor Technology 4. EMM Black's Distributer(Cert) 5. M&R Electric 6. Moody's Of Dayton Inc. 7. National Pump and Process Inc. 8. Precision Supply Company

BACK

City Manager's Report

2.

From **5530 - CS/Purchasing**

Date December 21, 2016
Expense Type Purchase Order
Total Amount $1,778,056.48

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) P1700059 – EXAMWORKS, INC., DUBLIN, OH

- Professional services to perform independent medical evaluations and related services, as needed through 12/31/2017.
- These services are required to mitigate the City's risk exposure for Bureau of Workers' Compensation claims.
- ExamWorks, Inc. is recommended on the basis of proven past performance and professional expertise, therefore this order was negotiated.
- The Department of Human Resources recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	65000-5610-1159-62	$50,000.00
2018	Other Professional Services	65000-5610-1159-62	$50,000.00
2019	Other Professional Services	65000-5610-1159-62	$50,000.00

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

POLICE

(B1) P1700037 – ARAMSCO, INC., THOROFARE, NJ

- Riot control gear.
- These goods are required for issue to the 106th and 107th Dayton Police Recruit classes.
- Rates are in accordance with an existing price agreement, with firm pricing through 12/31/2017.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	10000-6221-1301-71	$29,976.48

RECREATION AND YOUTH SERVICES – GOLF

(C1) P1700033 – CENTURY EQUIPMENT, INC., HAMILTON, OH

- Toro brand parts, service and accessories, as needed through 12/31/2017.
- These goods are required to service and repair Toro brand golf course maintenance equipment.
- Century Equipment, Inc. is the sole authorized distributor of Toro brand golf course equipment in this region, therefore this purchase was negotiated.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	59000-6550-1301-56	$45,000.00
2018	Supplies and Materials	59000-6550-1301-56	$45,000.00
2019	Supplies and Materials	59000-6550-1301-56	$45,000.00

WATER – WATER RECLAMATION

(D1) P1700032 – STATE OF OHIO, COLUMBUS, OH

- Annual wastewater discharge permit fee.
- This permit is required to comply with State of Ohio regulations.
- The State of Ohio's Environmental Protection Agency administers wastewater regulations and is the sole source of this permit, as well as a governmental entity, therefore this order is exempt from competitive bidding.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Miscellaneous	55000-3460-1221-54	$25,900.00

WATER – WATER RECLAMATION (CONTINUED)

(D2) P1700053 – TRISTATE VALVES & CONTROLS, INC. dba TRIVACO, LOVELAND, OH

- Parts and services to maintain and repair Emerson and Yokogawa brand sludge and boiler process systems, as needed through 12/31/2017.
- These goods and services are required to perform Water Reclamation operations.
- Tristate Valves & Controls, Inc. dba Trivaco is the sole original equipment manufacturer's (OEM) authorized regional distributor, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	55000-3460-1301-54	$15,000.00
2018	Supplies and Materials	55000-3460-1301-54	$15,000.00
2019	Supplies and Materials	55000-3460-1301-54	$15,000.00

WATER – WATER SUPPLY AND TREATMENT

(D3) P1700056 – A T R DISTRIBUTING COMPANY, CLEVES, OH

- General Electric brand parts, supplies and related items, as needed through 12/31/2017.
- These goods are required to maintain electrical equipment at various water treatment plants.
- A T R Distributing Company is recommended as the original equipment manufacturer's (OEM) authorized regional distributor, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	$15,180.00
2017	Supplies and Materials	53000-3430-1301-54	$12,000.00
2018	Supplies and Materials	53000-3430-1301-54	$15,000.00
2019	Supplies and Materials	53000-3430-1301-54	$15,000.00

(D4) P1700034 – RALLS AND JACKSON CLEANING AND JANITORIAL, HUBER HEIGHTS, OH

- Janitorial services, as needed through 3/31/2017.
- These services are required to clean and maintain Water Supply and Treatment facilities.
- Rates are in accordance with the City of Dayton's existing price agreement M13021, with firm pricing through 3/31/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Custodial Services	53000-3430-1171-54	$15,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(D5) P1700068 – BADGER METER, INC., MILWAUKEE, WI

- Badger brand meter parts and accessories, as needed through 12/31/2017.
- These products are required to maintain and repair the City's water meters.
- Badger Meter Inc. is the original equipment manufacturer (OEM) and recommended to ensure compatibility and integration across existing metering equipment, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3445-1301-54	$15,000.00
2017	Supplies and Materials	53000-3445-1301-54	$50,000.00
2018	Supplies and Materials	53000-3445-1301-54	$65,000.00
2019	Supplies and Materials	53000-3445-1301-54	$65,000.00

(D6) P1700069 – BADGER METER, INC., MILWAUKEE, WI

- New water meters, as needed through 12/31/2017.
- These meters are required to replenish inventories used for new installations and replacements throughout the City.
- Badger Meter Inc. is the original equipment manufacturer (OEM) and recommended as to ensure compatibility and integration across existing metering equipment, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3445-1301-54	$100,000.00
2017	Supplies and Materials	53000-3445-1301-54	$90,000.00
2018	Supplies and Materials	53000-3445-1301-54	$190,000.00
2019	Supplies and Materials	53000-3445-1301-54	$190,000.00

(D7) P1700070 – EVERETT J. PRESCOTT, INC., WEST CARROLLTON, OH

- Water meters, as needed through 12/31/2017.
- These meters are required to replenish inventories used for new installations and replacements throughout the City.
- Everett J. Prescott, Inc. is the sole authorized regional distributor of Sensus brand water meters, which are recommended to ensure compatibility and integration across existing metering equipment, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3445-1301-54	$60,000.00
2017	Supplies and Materials	53000-3445-1301-54	$20,000.00
2018	Supplies and Materials	53000-3445-1301-54	$80,000.00
2019	Supplies and Materials	53000-3445-1301-54	$80,000.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(D8) P1700071 – EVERETT J. PRESCOTT, INC., WEST CARROLLTON, OH

- Water meter parts and accessories, as needed through 12/31/2017.
- These products are required to replenish inventories used to maintain and repair Sensus brand water meters.
- Everett J. Prescott, Inc. is the sole authorized regional distributor of Sensus brand water meters, which are recommended to ensure compatibility and integration across existing metering equipment, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3445-1301-54	$55,000.00
2017	Supplies and Materials	53000-3445-1301-54	$50,000.00
2018	Supplies and Materials	53000-3445-1301-54	$105,000.00
2019	Supplies and Materials	53000-3445-1301-54	$105,000.00

The aforementioned departments recommend approval of these orders.

City Manager's Report

3.

From 5210 - Law/Criminal

Date December 21, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $63,357.30

Name Carmen Toro-Wooten

Address 125 Thompson Street
Trenton OH 45067

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-5210-1159-74	$63,357.30

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

Description

Authorization is requested to enter into a Professional Services Agreement with Carmen Toro-Wooten for services associated with the License Intervention Program (LIP) operated in the Department of Law Prosecutor's Office for a term beginning January 1, 2017 and ending December 31, 2017. Payment for these services will be $63,357.30.

The program was implemented in 2007 to assist driver license suspension offenders with restoration of driving privileges in an effort to reduce recidivism by the offender.

The Department of Human Resources has determined that Ms. Toro-Wooten is an Independent Contractor.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1638

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order:

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	$63,357.30
Initial Encumbrance	$63,357.30
Remaining Commission Approval	
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 63,357.30

Fund Code 10000 (Fund) - 5210 (Org) - 1159 (Acct) - 74 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Carmen Toro-Wooten

Vendor Address: 125 Thompson Street (Street) Trenton (City) OH (State) 45067 (Zipcode + 4)

Federal ID: 59-3795192

Commodity Code: 96150

Purpose: Professional services as required for the License Intervention Program operated by the Department of Law Prosecutor's Office. Commission aproval is required.

Contact Person: Regina D. Blackshear Law - Civil (Department/Division) 11/28/2016 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 12-13-16 (Date)

CF Prepared by 12/13/16 (Date) CT17-1638 (CF/CT Number)

PROFESSIONAL SERVICES AGREEMENT
(Driver License Intervention Program)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made this _____day of _____, 2016 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City"), and Carmen Toro-Wooten ("Contractor").

WITNESSETH THAT:

WHEREAS, the City's Department of Law, Criminal Division (hereinafter "Prosecutor's Office"), has implemented a "Driver License Intervention Program" (hereinafter referred to as the "Program"); and

WHEREAS, the purpose of the Program is to provide assistance to persons whose driving privileges have been suspended in an effort to reduce the number of driver license suspension cases filed in the Dayton Municipal Court; and

WHEREAS, the City seeks to retain the professional services of a qualified and experienced contractor to work with the Prosecutor's Office to implement the Program; and

WHEREAS, Contractor represents that she is experienced and qualified to provide the professional services requested by the City and will perform such services under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the City and Contractor agree as follows:

ARTICLE I
PROFESSIONAL SERVICES

Contractor shall, in a manner satisfactory to the City, and as directed by the Prosecutor's Office, assist with the implementation of the Program. Contractor will perform the work and services described in Exhibit A, which is attached hereto and incorporated herein by reference. For purposes of this Agreement, all work, services and deliverables to be provided by the Contractor under this Agreement are referred to herein as the "Services".

All Services shall be performed in a professional and competent manner and in compliance with all applicable federal, state and local laws, orders, rules and regulations. By execution of this Agreement, Contractor represents that she currently possesses and will continue to possess during the term of this Agreement, the necessary skills and comprehensive knowledge of the laws, requirements, policies and procedures involving restoration and reinstatement of driving privileges and, in particular, those identified in Exhibit A.

In the performance of the Services hereunder, Contractor shall cooperate with City (and, specifically, its Prosecutor's Office), and its designees, employees, agents, volunteers and contractors, including those also engaged to assist with implementation of the Program. The City will provide Contractor with a

reasonable workspace for performance of the Services. Contractor understands that her access to such workspace will be limited to the City's regular business hours. The Contractor will be expected to devote such time as is necessary to complete the Services and agrees that it will be necessary for her to provide the majority of the Services on-site at and from City-supplied workspace during the regular business hours of the Dayton Municipal Court.

Contractor shall use all reasonable efforts to minimize disruption of Services to the City and the Program participants. Contractor may be absent for not more than fifteen (15) business days during the term of this Agreement without reduction in remuneration paid by the City to Contractor pursuant to Article II. With advance notice to the City's Chief Prosecutor, the Contractor may schedule up to five (5) consecutive business days of absence. Contractor shall notify the Chief prosecutor as soon as possible each day she is absent due to illness or emergency. Notwithstanding the foregoing, Contractor is responsible for contacting all Program participants that may be affected by Contractor's absence. If Contractor is absent more than five (5) consecutive business days or more than fifteen (15) business days during the term of this Agreement, the City may immediately terminate this agreement and/or adjust the amount paid to Contractor. If Contractor is absent fewer than fifteen (15) business days during the term of this Agreement, Contractor will not be entitled to carryover absences during the term of any subsequent agreement.

ARTICLE II
COMPENSATION

Total amount of remuneration in this Agreement shall not exceed the sum of Sixty Three Thousand Three Hundred Fifty Seven Dollars and Thirty Cents ($63,357.30).

Payment for Services

For performance of the Services the City will pay the Contractor in twenty three (23) installments of $2,639.89 and one (1) final payment of $2,639.83. Installment payments will be tendered to Contractor on the 1st and 15th day of each month this Agreement is effective, provided Contractor, in the opinion of the Director of Law (or designee), performed satisfactorily. In the event the 1st or 15th day of the month is a holiday, Saturday, or Sunday, payment will be made the next business day that is not a holiday, Saturday or Sunday. On or before the last day of each month this Agreement is effective, Contractor shall submit a report that sets forth, in such detail as the City may require, the Services provided that month, including a listing of all hours Contractor devoted to performance of the Services.

ARTICLE III
RECORDS AND RETENTION

Contractor shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all cost and expenditures related in whole or part to the performance of this Agreement. All costs and expenditures for the Services provided under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "records"). All records shall be clearly identified and readily accessible. At any time during normal business hours and as often as the City may request, Contractor shall make available to the City,

the Auditor of the State of Ohio, the federal government and any of its department and agencies, and any of their designees, all of its records related to this Agreement and performance of the professional services. Contractor shall also permit the City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contact(s), invoices(s), materials, payrolls, personal records, conditions of employment and other date pertaining in whole or in part to matters covered by this agreement.

All records relating to the Services provided under this Agreement, including any and all supporting documentation for reports and invoices submitted to the City, shall be retained by Contractor and made available for review by the City, the Auditor of the State of Ohio, the federal government and any of its department and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Contractor shall retain such records until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

ARTICLE IV
TERM

This agreement shall commence on January 1, 2017 and remain effective for a period of one (1) year, unless earlier terminated or extended by a formal written amendment to this Agreement in accordance with Article VIII, Subsection D.

ARTICLE V
INSURANCE AND INDEMNITY

A. Indemnification

Contractor shall defend, indemnify and hold harmless the City and its elected officials, officers, employees, and representatives from and against all expenses, damages, claims, suits, or liabilities (including reasonable attorney's fees) arising out of the performance or non-performance of this Agreement and the acts, errors and omissions of Contractor.

B. Insurance Requirement

At all times when driving her personal vehicle to attend any event, conference and/or seminar as part of the Services, Contractor shall, at her expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating from A.M. Best, Automobile Liability Insurance, which shall provide coverage in an amount not less than $500,000 per occurrence.

All policy/policies of insurance to be maintained pursuant to this Article must contain a provision stating that said insurance may not be canceled or terminated without thirty (30) days prior written notice to

the City. Upon execution of this Agreement, Contractor shall furnish the City a copy of such certificate(s) of insurance demonstrating compliance with this Article and, at the City's request, shall permit the inspection of a complete copy of the policy or policies of insurance, It is agreed that all premiums and costs of the insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The City maintains the right to modify, delete, alter or change the insurance requirements contained in this Article.

ARTICLE VI
TERMINATION

In addition to any other rights of termination under this Agreement, the City may terminate this Agreement for any reason upon giving thirty (30) days prior written notice to the Contractor. In addition, this Agreement may be immediately terminated in the event or under any of the following circumstances:

1. If a receiver for Contractor's assets is appointed by a court of competent jurisdiction.

2. Contractor is divested of her rights, powers and privileges under this Agreement by operation of law.

3. Contractor's breach of any term, covenant or condition of this Agreement to be kept, Performed and observed by her, and the failure of Contractor to remedy such breach within fifteen (15) days from the date of written notice from the City specifying the nature of the breach.

4. Contractor's violation or alleged violation of any federal, state and local law, statute or ordinance.

5. The City's breach of any term, covenant or condition of this agreement to be kept, performed and observed by it, and the failure of the City to remedy such breach within thirty (30) days from the date of written notice from Contractor specifying the nature of the breach.

In the event of termination, the City shall not be obligated to pay for any Services performed subsequent to the effective date of termination. Upon final payment for the Services rendered to the effective date of termination, Contractor shall provide to the City copies of all data, reports, summaries, and such other information and materials, whether completed or in process.

ARTICLE VII
OWNERSHIP OF MATERIALS AND DOCUMENTS

All documents, research, drawings, specifications and work product prepared by Contractor as part of the Services shall become and remain the sole and exclusive property of the City. Additionally, all documents, research, drawings, specifications and other information furnished by the City to the Contractor to assist in the completion of the Services shall remain the sole and exclusive property of the City.

ARTICLE VIII
GENERAL PROVISIONS

A. Equal Employment Opportunity and Non-Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or gender identity with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, 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 ("RCGO") of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically written herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

B. Entire Agreement

This agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations and Agreements, whether oral or written.

C. Independent Contractor

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

Contractor acknowledges that she is not a City employee, and therefore, not entitled to any of the emoluments of employment with the City of Dayton, and Contractor shall indemnify the City against any such claims for City employee benefits. Contractor further understands and agrees that she is not a "public employee" for the purpose of membership in the Ohio Public Employees Retirement System ("OPERS"). Contractor is responsible to withhold and pay all applicable local, state and federal taxes.

D. Amendments

This Agreement may be amended by mutual agreement between the City and Contractor, provided that no amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

E. Applicable Law and Venue

This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

F. Notices and Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified U.S. mail, postage pre-paid, to the respective party at the following address:

If to the City:	City of Dayton, Ohio 335 West Third Street, Room 372 Dayton OH 45402 Attn: Stephanie Cook, Chief Prosecutor
If to Contractor:	Carmen Toro-Wooten 125 Thompson Street Trenton, OH 45067

Nothing contained in this Subsection shall be construed to restrict the transmission of routine communications between the parties.

G. Assignment and Subcontracting

Contractor shall not assign or subcontract any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement.

H. Confidentiality

Contractor shall maintain the confidentiality and integrity of all Program records, all interviews/discussions with Program participants and other matters pertaining or relating to the Program and shall not disclose the contents of same to unauthorized persons.

I. 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.

J. Political Contributions

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

[The remainder of this page intentionally left blank.]

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

CITY OF DAYTON, OH

_____

City Manager

CONTRACTOR

Carmen Toro-Wooten

Carmen Toro-Wooten

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

_____, 2016

Min./Bk._____ Pg._____

_____

Clerk of the Commission

EXHIBIT A

Driver License Intervention Program

I. **Scope of Services**

This program is being operated to assist driver license suspension offenders with restoration of driving privileges in an effort to reduce recidivism by the offender. Specifically, Contractor's duties, responsibilities and work efforts include, but are not necessarily limited to, the following:

A. Assisting the Prosecutor's Office with the development of the direction, priorities, goals, and objectives of the Program;

B. To help establish and implement internal City organizational and management systems to effectively meet operational goals and objectives of the Program;

C. Performance of those tasks and responsibilities for the Program as directed by the City's Chief Prosecutor of the Prosecutor's Office (hereinafter the "Chief Prosecutor");

D. Provide yearly Program training, instruction and education to the Dayton Municipal Court judges and other court personnel, staff of the Clerk of Court of the Dayton Municipal Court, designated City staff and, as may be directed, to other public and private bodies;

E. Research, develop, and present detailed correspondence, reports, studies and proposals on individual cases referred to the Program as well as the overall status, results and effectiveness of the Program; and

F. Performance of such other work and professional services related to the Program, as may be requested.

With regard to implementation of the Program, Contractor shall, on a daily basis, accompany the assigned City-prosecutor (hereinafter "Prosecutor") to morning traffic arraignments in the Dayton Municipal Court. Contractor will review, with the Prosecutor, the traffic cases, including the citation, facts of the incident, and the Ohio Bureau of Motor Vehicles Driver License terminal printout, to determine if any of the cases meet the criteria for referral into the Program. After review of the case, the Prosecutor will refer the cases that meet the Program criteria to the Dayton Municipal Court.

Upon the Court's acceptance of the referral, execution of a waiver of rights form (by the offender referred to the Program), and receipt of agreements/journal entry for Program participation, Contractor will immediately meet with the Program participant during the morning arraignment to obtain all necessary information from the participant and to discuss the driver's license impediments. Contractor will prepare a Program participation form (in such format and containing such information as is acceptable to the City) and secure the participant's signature on said form. Contractor will prepare a reinstatement process form for each Program participant, which will list all steps the participant must complete to restore his/her driving privileges.

Contractor will also schedule a second appointment with the Program participant to review the status of his/her reinstatement, with such appointment made no sooner than four weeks from the arraignment date and no later than six weeks from the arraignment date.

After the second appointment, Contractor will schedule a third appointment, if necessary. Contractor is responsible for managing the cases referred to the Program and updating the Prosecutor regarding the license status of all Program referrals to ensure that the Court disposes of all cases no later than 120 days after the arraignment date.

II. General Requirements

The Contractor is required to maintain:

A. Comprehensive knowledge of:

1. Driver License Reinstatement requirements for suspensions ordered by the Court and/or the Bureau of Motor Vehicles;

2. Ohio Bureau of Motor Vehicles Driver Licensing Reinstatement Procedures;

3. Ohio Bureau of Motor Vehicles forms required for the restoration of driving privileges;

4. Dayton Municipal Court form required for the restoration of driving privileges; and

5. Ohio Bureau of Motor Vehicles Driver License/State identification card terminal printout, and the ability to interpret the Ohio Driver Record.

B. Thorough knowledge of:

1. Current Driver License Suspension, Cancellation, and Revocation Laws pursuant to Chapter 4510 of the Ohio Revised Code;

2. Current Commercial Driver Licensing, Driver licensing, and Financial Responsibility Laws pursuant to Chapters 4506, 4507 and 4509, respectively;

3. Services and information provided by the Ohio Bureau of Motor Vehicles to assist with the restoration of driving privileges; and

4. The rules and regulation of the Law Enforcement Automated Data System ("LEADS"), including but not limited to Chapter 4501 of the Ohio Administrative Code.

C. The following skills and abilities:

1. Effective oral communication and public speaking skills.

2. Effective leadership and negotiation skills.

3. Effective writing and listening skills.

4. Demonstrated ability to establish effective work relationships with the Dayton Municipal Court, state and local agencies, defendant-referrals, citizen groups, and private organizations.

5. Provide accurate information to the Dayton Municipal Court, Prosecutors and the customers regarding the restoration of driving privileges.

6. Ability to accurately collect, compile, and evaluate statistical data.

7. Ability to prepare complex written reports and records.

BACK

City Manager's Report

4

From 3470 - Water/Environmental Protection

Date December 21, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $85,839.00 (thru 12/2017)

Name City of Riverside

Address 5200 Springfield Street, Suite 100
Riverside, Ohio 45431

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 Source Water Protection	53997-3470-1159-55	$85,839.00

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

Description

CITY OF RIVERSIDE SOURCE WATER PROTECTION AGREEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with the City of Riverside, in the amount of $85,839.00 for technical and economic development services in association with the City of Dayton's Multi-Jurisdictional Source Water Protection Program. These efforts are essential for the continued protection of the region's drinking water supply.

The Professional Services Agreement is being funded using the 2017 Source Water Protection Funds as approved by the Source Water Protection Board on August 4, 2016.

The Agreement shall commence on January 1, 2017 and shall expire upon expenditure of all funds provided herein or on December 31, 2017. Any unused amount will remain in the Source Water Protection Fund.

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

Signatures/Approval

Michele D. Simmons
Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16 Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1080

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract X Renewal Contract ____ Change Order

Contract Start Date	1/1/2017
Expiration Date	12/31/2017
Original Commission Approval	$ 85,839.00
Initial Encumbrance	$ 85,839.00
Remaining Commission Approval	$ -
Original CT/CF	CT151080, CT161080
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: $ 85,839.00	Amount:
Fund Code 53997 - 3470 - 1159 - 55 - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ____ - ____ - ____ - ____ - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: City of Riverside

Vendor Address: 5200 Springfield Street, Suite 100 (Street) Riverside, (City) OH (State) 45431 (Zipcode + 4)

Federal ID: 31-6007853

Commodity Code: 94-648

Purpose: Award of Professional Services Agreement to provide technical and economic development assistance to the City of Riverside in the Source Water Protection Area.

Contact Person: Jim Shoemaker (X3727) | Water/ Environmental Management (Department/Division) | 12/9/2016 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 — 12-13-16 (Date)

CF Prepared by — 12/9/16 (Date) — CT17-1080 (CF/CT Number)

SA 12-9-16

SOURCE WATER PROTECTION AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 2017 is between the City of Dayton, Ohio, (the "City") and the City of Riverside, Ohio ("Contractor").

ARTICLE I - SCOPE OF SERVICES

Contractor shall provide services to reduce the risk of groundwater contamination within the Source Water Protection Area ("Services"). The Services shall include those work elements listed in Attachment 1, Work Program, and Attachment 2, Deliverables, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT

The City agrees to pay Contractor a sum not to exceed Eighty Five Thousand, Eight Hundred Thirty Nine Dollars ($85,839.00) for Services provided during year one of this Agreement. The budget shall be that shown on Attachment 3. Upon submission of an invoice by Contractor, the City agrees to pay Contractor Eighty Five Thousand, Eight Hundred and Thirty Nine Dollars ($85,839.00) for the first two budget items: "Personnel" and "Operating Expenses." Contractor shall provide documentation of expenses to substantiate the invoiced amount as the City, through the Dayton Source Water Protection Board ("Board"), requires.

Contractor shall promptly convey all unexpended funds to the City upon termination of the Agreement.

ARTICLE III - TERM

This Agreement is effective January 1, 2017, and shall continue for one (1) year. By July 25, 2017, Contractor shall submit to the City a summary of the Services provided under this Agreement to date and by January 30, 2018, Contractor shall submit to the City a final Annual Report.

ARTICLE IV - LIABILITY

The parties agree to release each other from any and all liability, which may be caused by or arise by the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, neither party waives any available immunities under the law.

ARTICLE V - INDEPENDENT CONTRACTOR

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

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

ARTICLE VI - COMPLIANCE WITH LAW

Contractor and its agents and contractors, shall fully comply with all laws, ordinances, rules, and regulations that are applicable to the Services provided for herein. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from all claims, damages, fines, penalties, and expenses resulting from the failure to comply with applicable laws, ordinances, rules, or regulations by Contractor or its agents or contractors.

ARTICLE VII - NON-DISCRIMINATION

During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, handicap, age, political belief, or place of birth. Contractor will take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, handicap, age, political belief, or place of birth. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor or any person claiming through Contractor, including any contractors or subcontractors, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to any matter covered by this Agreement.

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

ARTICLE VIII - RECORDS TO BE MAINTAINED

All costs and expenditures pertaining in whole or part to this Agreement for the work and Services performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City all of its records related to this Agreement. Contractor shall also permit the City to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

ARTICLE IX - RETENTION OF RECORDS

Contractor shall retain all records pertinent to the expenditures incurred under this Agreement for a period of three (3) years after the termination of all work and services funded under this Agreement. Notwithstanding the above, if there is any action, including without limitation litigation, claims, audits, or negotiations that involves any of the records pertaining to this Agreement that commences prior to the expiration of the three-year period, then Contractor shall retain such records until completion of the action and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

ARTICLE X - TERMINATION

Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. Contractor shall be paid for Services rendered up to the date of termination, as determined by the City.

ARTICLE XI - ENTIRE AGREEMENT

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

ARTICLE XII - 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.

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

CITY OF DAYTON, OHIO

_____
City Manager

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

_____, 2016

Min. /Bk. _____ Page _____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

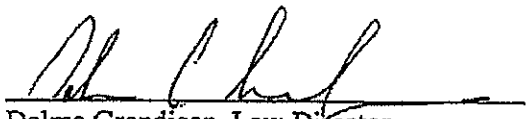
_____
City Attorney

CITY OF RIVERSIDE, OHIO

By: _____

Title: City Manager

Approved as to Form:



Dalma Grandjean, Law Director

ATTACHMENT 1

WORK PROGRAM - 2017

The City of Riverside (Riverside) will assist with the environmentally sound development of the Source Water Protection Area (SWPA) and Water Resources Area WR land within Riverside through the administering of the Source Water Protection Program (SWPP) requirements relating to but not limited to the following activities:

1. Act as a liaison with, and educate, the commercial real estate community concerning the SWPP and financial incentives for groundwater friendly businesses in the SWPA and the WR. Distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPAs and the WR. Include SWPP information on Riverside's website.
2. Assist Public Health Dayton & Montgomery County (PHDMC) in identification of potential inventory sources in the new SWPAs and the WR once adopted by Riverside. Assist in identifying businesses and uses that are defined as prohibited with respect to the Zoning Ordinance. Maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. Inform PHDMC of any changes.
3. Conduct retention, expansion, and SWPP compliance visits with existing and new businesses in the SWPA and WR and ensure that businesses are knowledgeable with SWPP and Riverside requirements. Update PHDMC within 30 days of existing site visits and inform PHDMC immediately of new businesses so a SWPP inspection can be scheduled.
4. Assist Dayton, Division of Environmental Management (DEM) in obtaining access, including right-of-ways, to property outside the City of Dayton limits in order to install, maintain, and monitor Early Warning Monitoring Wells.
5. Determined if a business in the SWPA is non-compliant relative to zoning/occupancy permit requirements or with SWPP requirements, including but not limited to facilities who have received funding through the Risk Point Buy Down Program., Riverside shall take steps to correct the non-compliance(s) found. Riverside will ensure that follow up documentation identifying deficiencies are sent to the non-compliant facility. Additional enforcement action will be pursued as necessary. Include any enforcement related correspondences/actions in annual report.
6. Attend Source Water Protection Board (Board) and Pre-Fund Board meetings. For Board-funded projects in the SWPA and the WR, work with residents, businesses, contractors, PHDMC, DEM, and CityWide Development on the project to ensure all conditions on the funding are met. Work cooperatively with PHDMC to provide annual updates to the Board regarding the status of Board-funded projects in Riverside and include in annual report. Make presentations as necessary. Attend and participate in at least one DEM / Board sponsored financial marketing event per year. Attend and participate in Multi-Jurisdictional meetings.
7. Attend and participate in meetings of the PROGRESS committee and publication of PROGRESS News. Compose an article for a minimum of one (1) issue of the PROGRESS News newsletter.
8. Assist and participate in the annual Children's Groundwater Festival.
9. Assist DEM and PHDMC in promoting sustainable practices and groundwater protection measures for businesses in the SWPAs and the WR. Provide links to the County's DRG and to DEM's Blue-Gold Certification on Riverside's website. Support and work with PHDMC and DEM toward the development and enactment of an appropriate Zoning Code which reflects Dayton's Zoning Code, Water Ordinance and Resolution No. 6125-15. Provide mid-year update to Board.
10. Support and work with PHDMC and DEM toward the development and enactment of an appropriate Zoning Code which reflects Dayton's Zoning Code, Water Ordinance and Resolution No. 6125-15. Provide mid-year update to Board.

ATTACHMENT 2

All the above activities require deliverables to PHDMC, and/or the Source Water Protection Board (Board), and/or DEM ***in the 2017 and Annual Report[1] (and Annual Summary) or in the following time frame:***

DELIVERABLE	DATE DUE/COMMENTS
1. Summary report documenting consultation with Real Estate and/or Development Community and on distribution of marketing / financial incentive brochures, guides, and other informational materials	Annual Report
2. Summarize assistance to PHDMC in identifying businesses and prohibitions in the new SWPAs and WR and update Business List and Vacant Sites List	Update PHDMC as needed and incorporate into Annual Report
3. Update PHDMC regarding retention, expansion, and compliance visits to existing and new businesses	Update PHDMC within 30 days for existing and immediately of new. Incorporate list of companies into Annual Report
4. Update efforts in assisting DEM in obtaining access for well installation, sampling, and maintenance	Quarterly and Annual Report
5. List and summarize non-compliant businesses and steps taken to mitigate issues	Include meetings, deficiency notices and compliance status in Annual Report
6. Summary of attendance and participation for Board, Financial Marketing Events, and Multi-Jurisdictional Meetings	Annual Report
7. Provide a minimum of one (1) *PROGRESS News* article	Include article(s) in Annual Report
8. Summary of participation in Children's Water Festival	Annual Report
9. Provide links to the County's DRG and to DEM's Blue-Gold Certification on Riverside's website.	First Quarter 2017 and summarize activities in Annual Report
10. Provide a mid-year update to Board regarding revision status of Zoning Code	Mid-year update to Board and End of year summary in Annual Report

[1]A draft Annual Summary, outlining activities performed through June of 2017 is due at the July Pre-Fund Board Meeting. The final Annual Summary is due at the 2017 August Source Water Protection Board meeting.

A draft Annual Report is due at the January 2018 Pre-Fund Board meeting. The final Annual Report is due at the February 2018 Source Water Protection Board meeting.

ATTACHMENT 3

CITY OF RIVERSIDE
ESTIMATED BUDGET
2017 Source Water Protection Agreement

Year 18 – Calendar 2017

Personnel

Salary and Benefits	$ 80,839.00

Operating Expenses

Mileage	$ 2,000.00
Training	$ 3,000.00
Total Amount for 2017	**$ 85,839.00**

BACK

City Manager's Report

5.

From 5560 - CS/Information Technology

Date December 21, 2016

Expense Type Contract Modification

Total Amount $69,264.00 (thru 12/17)

Supplier, Vendor, Company, Individual

Name Complete Computer Support, LLC

Address 8423 Red Lion-Five Points Road, Springboro, Ohio 45066

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1159-65	$69,264.00

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

Description

The Department of Central Services, Information Technology Division requests authority to exercise the first renewal option of the existing agreement with Complete Computer Support, LLC (CCS). Services rendered through this agreement include professional technical support services to assess, repair, install and upgrade computer and peripheral device hardware, firmware and software. This agreement provides efficiencies for the Information Technology Division by supplementing staff to perform initial troubleshooting/diagnostics, remedy and/or appropriately de-escalate issues with computers, thin clients, printers, operating systems and other software applications.

The existing contract commenced January 1, 2016 and expires December 31, 2016 for the total cost of $65,956.80 with an option to renew two additional one year renewals, at the City's discretion. The first renewal option will cover the period January 1, 2017 through December 31, 2017 for a total of $69,264.00.

The Department of Law has approved this agreement as to form and correction.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-4915

SECTION I - to be completed by User Department

____ New Contract x Renewal Contract ____ Change Orders

Contract Start Date	01/01/17		**Required Documentation**	
Expiration Date	12/31/17			
Original Commission Approval	$ 207,958.40		x	Initial City Manager's Report
Initial Encumbrance	$ 65,956.80		x	Initial Certificate of Funds
Remaining Commission Approval	$ 142,001.60		x	Initial Agreement/Contract
Original CT/CF	CD164915			
Increase Encumbrance	$ 69,264.00			Copy of City Manager's Report
Decrease Encumbrance	$ -			Copy of Original Certificate of Funds
Remaining Commission Approval	$ 72,737.60			

Amount: $ 69,264.00	Amount:
1. Fund Code 10000 - 5560 - 1159 - 65 - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXX - XXX - XXXX - XX - XXX - XXXX (Fund Org Acct Prog Act Loc)
Amount: $ -	Amount:
Fund Org Acct Prog - XXXX - XXXX	Fund Code XXX - XXX - XXXX - XX - XXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Complete Computer Support, LLC

Vendor Address: 8423 Red Lion-Five Points Rd, Springboro, OH 45066
(Street City State Zipcode + 4)

Federal ID: 271475040 (AAA 4/30/2017)

Commodity Code: 96199

Purpose: First renewal for Contracted technical resource to troubleshoot, repair, and install/upgrade City desktop hardware and computer equipment including PC's, thin client devices and printers as needed. Resource will also troubleshoot, repair and install, upgrade desktop operating systems and desktop software on City PC's and laptops as needed.

Contact Person: Desa Foster (ext. 6349) Central Services/IT (Department/Division) 12/022016 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 12-13-16 (Date)

CF Prepared by 12/7/16 (Date) CT17-4915 (CF/CT Number)

FIRST RENEWAL OF PROFESSIONAL SERVICES AGREEMENT

This First Renewal of Professional Services Agreement is dated this _____ day of _____, 2016, between the City of Dayton, Ohio ("City") and Complete Computer Support LLC. ("CCS").

WHEREAS, On November 18, 2015, the Commission of the City of Dayton approved a Professional Services Agreement "(Agreement") between the City and CCS providing, among other things, that CCS shall provide supplementary desktop and computer repair support for the City of Dayton end-users; and

WHEREAS, The City desires to exercise its right to renew the Agreement for the first of two one (1) year renewal terms as provided in the Agreement.

NOW, THEREFORE, The City and CCS agree to the renewal of their Agreement as follows:

1. Pursuant to Article 2 of the Agreement titled "Term", the City exercises its right to renew the Agreement for the first of two one (1) year renewal option periods. Therefore, the parties agree that the Agreement is renewed for one (1) year period commencing on January 1, 2017 and terminating on December 31, 2017 ("First Renewal Period").

2. The total amount of remuneration during the First Renewal Period shall not exceed Sixty-Nine Thousand Two-Hundred Sixty-Four Dollars ($69,264.00).

3. All other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

[Remainder of page intentionally left blank]

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

CITY OF DAYTON, OHIO

_____
City Manager

COMPLETE COMPUTER SUPPORT, LLC

By:_____

Its:_____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

___20____Min. Book____Page____

_____
CLERK OF THE COMMISSION

BACK

City Manager's Report

From **6221 - Police/Invest & Admin Svc**

Date **December 21, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$93,379.84**

Name **Miami Valley Regional Crime Lab**

Address **361 West Third Street**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
State Law Enforcement Trust Fund	28221-6210-1271-71	$93,379.84

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

Description

City Commission approval is requested for the Department of Police to enter into an agreement in the amount of $93,379.84 with the Miami Valley Regional Crime Lab ("MVRCL") for Automated Fingerprint Information System ("AFIS") services in 2017. The Crime Lab has provided fingerprint data storage and retrieval services to the City of Dayton for over 36 years. These services provide the ability for the Police Department to search the AFIS database and register fingerprint data.

The 2017 annual assessment to the City for AFIS services has increased 10.2%, same as other MVRCL services.

The current agreement expires December 31, 2016. The new agreement will be effective January 1, 2017 and will expire on December 31, 2017.

The Department of law has approved the agreement as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT 17-1640

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	$ 93,379.84
Initial Encumbrance	$ 93,379.84
Remaining Commission Approval	
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	

Required Documentation

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

Amount: $ 93,379.84	Amount:
Fund Code 28221 (Fund) 6210 (Org) - 1271 (Acct) 71 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Miami Valley Regional Crime Laboratory

Vendor Address: 361 W Third Street (Street) Dayton (City) OH (State) 45402 (Zipcode + 4)

Federal ID: 31-6000172

Commodity Code: 96148

Purpose: Reservation of funds for the 2017 contract with the Miami Valley Regional Crime Laboratory for information sharing and connectivity related to fingerprint storage, retrieval, and analysis in conjunction with the Bureau of Identification Unit of the Dayton Police Department.

Contact Person: Myra Beaty x1099 Police/Director's Office (Department/Division) 12/7/2016 (Date)

Originating Department Director's Signature: Mark Carter

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 — Date: 12-14-16

CF Prepared by: J. Marshall — Date: 12/14/16 — CF/CT Number: CT17-1639

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, is between the City of Dayton, Ohio ("City") and the Miami Valley Regional Crime Laboratory ("Laboratory").

WITNESSETH THAT:

WHEREAS, it is to the mutual benefit of the Laboratory and City to share fingerprint information in order to provide effective delivery of law enforcement services and promote public safety; and

WHEREAS, the Laboratory operates an integrated Automated Fingerprint Identification System ("A.F.I.S.") for the Board of Montgomery County Commissioners that is capable of, but not limited to, reading, digitizing, matching and storing fingerprint images and minutiae data; and

WHEREAS, the Laboratory is desirous of making available to the City access by remote, on-line terminals to A.F.I.S. and to the database of both fingerprint data and fingerprint images and demographics ("Database"); and

WHEREAS, the City is desirous of using the A.F.I.S. and Database for the purposes of receiving automated fingerprint identification information, now and in the future, and working cooperatively with the Laboratory.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The Laboratory agrees to provide the following services pursuant to this Agreement:

A. The Laboratory shall provide the necessary equipment in the Laboratory's designated site to provide the City with capabilities to search the Database and register fingerprint data in the Laboratory's A.F.I.S.;

B. The Laboratory shall coordinate initial training and additional training as required to ensure effective AFIS use;

C. The Laboratory will provide access to the equipment on a twenty-four (24) hour basis within limitations established by the Laboratory. The City shall have the same capability of inquiring, accessing, receiving and storing information in the A.F.I.S. system that the Laboratory possesses.

D. The Laboratory shall provide quarterly reports, which will reflect the City's activities in utilizing the Database. The Laboratory and the Board of Montgomery County Commissioners shall retain full control over the management and operation of A.F.I.S.

II. SCOPE OF USER'S OBLIGATION

A. The City shall operate A.F.I.S. equipment and otherwise conduct its activities in strict compliance with applicable Laboratory policies, procedures and operating instructions.

B. All fingerprint data entered into the Database shall be part of the Laboratory's database, unless purged by a court of competent jurisdiction.

C. The City shall take necessary measures to make the A.F.I.S. database secure and to prevent any unauthorized use. The Laboratory reserves the right to object to security, personnel qualifications and number of personnel who will be operating the equipment. The City personnel utilizing the system will be required to meet the established A.F.I.S. criteria for operation of the equipment.

III. COMPENSATION

The City agrees to pay the Laboratory an annual fee of NINETY-THREE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND EIGHTY-FOUR CENTS ($93,379.84) for unlimited access and use of A.F.I.S. and the Database. Payment shall be made within thirty (30) days from the City's receipt of an invoice.

IV. TERM

The term of this Agreement shall commence on January 1, 2017 and expire on December 31, 2017. Upon completion of the ninth (9th) month of this Agreement, the Laboratory shall provide the City with a report containing the year-to-date operational costs of the Database and A.F.I.S. and the operational budget for the following year.

V. TERMINATION

In the event the Laboratory's performance is untimely or insufficient to meet the City's needs, as determined by the City in its sole discretion, the City may terminate this Agreement upon giving Laboratory thirty (30) days prior written notice. In the event of termination, the Laboratory shall, within thirty (30) days, refund to the City a pro-rata portion, determined on a monthly basis, of the annual fee paid by the City pursuant to this Agreement.

VI. NON-DISCRIMINATION

Laboratory shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

lay-off determination, 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, Ohio, constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure of Laboratory to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have hereunto set their hands on the day and year first set forth above.

MIAMI VALLEY REGIONAL CRIME LABORATORY

By: _____
Chairman, Board of Directors

_____
Director and Chief of Police

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min. / Bk. _____Pg. _____

_____
Clerk of Commission

City Manager's Report

7.

From 6221 - Police/Invest & Admin Svc

Date December 21, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $491,773.00

Name Miami Valley Regional Crime Lab

Address 361 West Third Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6221-1271-71	$491,773.00

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

Description

City Commission approval is requested for the Department of Police to enter into an agreement in the amount of $491,773 with the Miami Valley Regional Crime Lab ("MVRCL") for technical and analytical services in 2017. The Crime Lab has provided this evidence service to the City of Dayton for over 36 years. These services include, but are not limited to; firearms and ballistic identification, serology, DNA and trace evidence analyses.

In an effort to remain a quality provider of forensic lab services, MVRCL has had discussions with active users and other community partners regarding services, quality and capacity. The MVRCL updated an extensive cost analysis study in 2015 and 2016, resulting in the current 10.2% increase. The City of Dayton and the Department of Police realize the increase is significant, and will continue to explore methods to reduce the quantity of requests, but the convenience and quality of the MVRCL is unmatched. The location being next door to the Property Room is not just convenient, but cost effective, as transportation would require additional time and resources. The MVRCL remains committed to working with the Dayton Police Department to contain costs and continue the thorough and timely forensic analyses for cases.

The current agreement expires December 31, 2016. The new agreement will be effective January 1, 2017 and will expire on December 31, 2017.

The Department of law has approved the agreement as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1636

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order:

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	$ 491,773.00
Initial Encumbrance	$ 491,773.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	

Required Documentation

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

Amount: $ 491,773.00

Fund Code 10000 (Fund) 6221 (Org) - 1271 (Acct) 71 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Miami Valley Regional Crime Laboratory

Vendor Address: 361 W Third Street (Street) Dayton (City) OH (State) 45402 (Zipcode + 4)

Federal ID: 31-6000172

Commodity Code: 96148

Purpose: Funds for the 2017 Agreement with the Miami Valley Regional Crime Laboratory for analysis of evidence in conjunction with the Crime Scene Investigations Unit of the Dayton Police Department.

Contact Person: Myra Beaty x1099 Police/Director's Office (Department/Division) 12/7/2016 (Date)

Originating Department Director's Signature: Myra G Beaty

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 12-13-16 (Date)

CF Prepared by 12/13/16 (Date) CT17-1636 (CF/CT Number)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, is between the City of Dayton, Ohio ("City") and the Miami Valley Regional Crime Laboratory ("Laboratory").

IN CONSIDERATION of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017.

2. The City shall pay the Laboratory the sum of FOUR HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-THREE DOLLARS AND ZERO CENTS ($491,773.00) for all work and services required by this Agreement during the entire term hereof. Payments for all work and services to be provided by the Laboratory hereunder shall be paid in monthly installments of FORTY THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND EIGHT CENTS ($40,981.08). Laboratory shall submit to the City an invoice for each monthly payment, the monthly invoice period for the services provided shall detail those services provided and the monthly payment amount. Unless disputed, the City agrees to remit payment within thirty (30) days from the City's receipt of the monthly invoices.

3. It is understood that modern crime detection involves broad and extensive scientific knowledge and laboratory skills; therefore, the Laboratory shall provide the City with such expert forensic science and laboratory practices, as the City may require, which shall include, but is not limited to the following:

   a) The Laboratory shall analyze, evaluate and interpret all physical evidence submitted by the City to the Laboratory and provide a written report of the results and when necessary, provide testimony relating to such matters before courts of law and boards of inquiry. These services shall include, but are not limited to, firearms and ballistics identification, narcotics, fingerprint comparison, arson analysis, gunshot residue identification, serology, including DNA testing, trace evidence and questioned document examination.

   b) The Laboratory shall provide guidance to the City's Department of Police concerning proper methods and procedures to be used in recognizing, collecting and preserving physical evidence for submission to the Laboratory.

   c) The Laboratory and the City shall meet and confer at such times as the City or Laboratory may require to review the performance and objectives of the Agreement.

4. The City, through its Chief of Police, reserves the right to terminate or suspend this Agreement, if the Laboratory's performance is untimely or insufficient to meet the City's needs, as determined by the Chief of Police in the exercise of his or her sole discretion. In addition, the Chief of Police may terminate the Agreement in whole or in part for the City's convenience and without cause. Such suspension or termination shall be effective upon the Chief of Police serving written notice of termination or suspension on the Laboratory via facsimile, email, U.S.

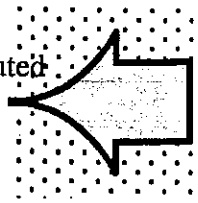
Mail, or hand delivery. In the event that the Agreement is terminated or suspended, the Laboratory shall only be entitled to payment for the time period prior to the suspension or termination. The Laboratory shall not be entitled to any payment for the time period after the termination or during the suspension of the Agreement. There shall be a pro-rata reduction in payment to the Laboratory for each month during which the Agreement is suspended based upon the number of days during the month that the Agreement is suspended. Likewise, the Laboratory shall only be paid the monthly installments for the months prior to termination and a pro-rata portion of any monthly payment for the month during which the Agreement is terminated.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

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



MIAMI VALLEY REGIONAL CRIME LABORATORY

_____
Chairman, Board of Directors

APPROVED:

_____
Director and Chief of Police

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min. / Bk. _____ Pg. _____

_____
Clerk of Commission

BACK

City Manager's Report

8

From 6210 - Police Director

Date December 21, 2016

Expense Type Contract Modification

Total Amount $46,494.00 (thru 9/30/17)

Supplier, Vendor, Company, Individual

Name Optica Consulting, Inc

Address 2312 Far Hills Ave.
Dayton, Ohio 45459

Fund Source(s)	Fund Code(s)	Fund Amount(s)
State law Enforcement Trust Fund	28221-6210-1159-71	$46,494.00

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

Description

The City of Dayton, Department of Police requests approval for the attached First Amendment to the Technology Consulting Services Agreement with OPTICA Consulting Inc., ("OCI"). The change will increase the current contracted amount by $46,494 for the remaining nine (9) month period to OCI.

The Amendment will provide one additional and experienced crime analyst.

The current contract will expire on September 30, 2017.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1512

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

___ New Contract ___ Renewal Contract X Change Orders

Contract Start Date	10/01/16
Expiration Date	09/30/17
Original Commission Approval	$ 165,480.00
Initial Encumbrance	$ 165,480.00
Remaining Commission Approval	$ -
Original CT/CF	CT16-1512
Increase Encumbrance	$ 46,494.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

___	Initial City Manager's Report
___	Initial Certificate of Funds
___	Initial Agreement/Contract
X	Copy of City Manager's Report
X	Copy of Original Certificate of Funds

Seq. #1
Amount: ___
Fund Code ___ (Fund) - ___ (Org) - ___ (Acct) - ___ (Prog) - XXXX (Act) - XXXX (Loc)

Seq. #2
Amount: ___
Fund Code ___ (Fund) - ___ (Org) - ___ (Acct) - ___ (Prog) - XXXX (Act) - XXXX (Loc)

Seq. #3
Amount: ___
Fund Code ___ (Fund) - ___ (Org) - ___ (Acct) - ___ (Prog) - XXXX (Act) - XXXX (Loc)

Amount: $ 46,494.00
Fund Code 28221 (Fund) - 6210 (Org) - 1159 (Acct) - 71 (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: OPTICA Consulting, Inc.

Vendor Address: 2312 Far Hills Ave., Dayton, Ohio 45459
(Street, City, State, Zipcode + 4)

Federal ID: 52-2436353

Commodity Code: 92-099

Purpose: Reservation of FY 2017 funds from the State Law Enforcement Trust Fund for the First Amendment to the current consulting Agreement with Optica. This Amendment will provide a second crime analyst, for a total of three FTE's.

Contact Person: M. Beaty/x1099 Police Chief's Office (Department/Division) 12/8/2016 (Date)

Originating Departments Director's Signature: Mark Becton

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 appropirated 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 12-13-16 (Date)

CF Prepared by 12/13/16 (Date) CT17-1512 (CF/CT Number)

FIRST AMENDMENT OF TECHNOLOGY CONSULTING SERVICES AGREEMENT

This FIRST AMENDMENT is dated this ____ day of _____, 2016, between the City of Dayton, Ohio ("City") and Optica Consulting, Incorporated ("OCI") .

WHEREAS, on October 1, 2016 the City and OCI entered into an agreement for technology consulting services ("Agreement");

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

A. The City and OCI agree to amend their existing Agreement as follows:

Replace Section 1.1 with the following:

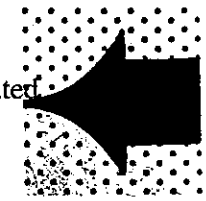
1.1 OCI shall provide, as needed and upon request by the City, any of the "technical consulting services" described in Attachment A, which is attached hereto and incorporated herein. Specifically, OCI shall assign three full time equivalent employees (FTE), resulting in one or more Crime Analyst(s) and one or more Business Analyst(s) to provide the consulting services to the City. During the term of the Agreement, the Crime Analyst(s) will provide a minimum of 3,150 service hours, and the Business Analyst(s) will provide a minimum of 1,800 service hours (generally delivered during standard business hours Monday through Friday, or as mutually agreed between OCI and City). OCI agrees that its consultants will use all reasonable efforts to schedule vacations, training, and meeting days in such a manner to minimize disruption of services to the City.

Replace Sections 3.1 and 3.2 with the following:

3.1 Total amount of remuneration in this Agreement shall not exceed the sum of Two Hundred Eleven Thousand Nine Hundred Seventy Four Dollars and Zero Cents ($211,974.00) for all technical consulting services provided by OCI pursuant to this Agreement.

3.2 Payment to OCI for the technical consulting services provided in accordance with this Agreement shall be made in monthly installments not to exceed Eighteen Thousand Nine Hundred Fifty Six Dollars and Zero Cents ($18,956.00) each. OCI shall submit to the City an invoice for each monthly payment, which invoice shall state the invoice period, technical consulting services and deliverables actually provided during the invoice period and the monthly payment amount. Unless disputed, the City agrees to remit payment within thirty (30) days from the City's receipt of the monthly invoices.

B. Except as herein modified, all other provisions of the Agreement and Renewals remain in full force and effect.



IN WITNESS WHEREOF, the City and OCI, by duly authorized representatives have executed this Renewal as of the date first above written.

CITY OF DAYTON, OHIO

Shelley Dickstein, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

OPTICA CONSULTING, INC

President

APPROVED BY:

Director and Chief of Police

BACK

City Manager's Report

9.

From 6440 - Public Works/Waste Collection

Date December 21, 2016

Expense Type Payment of Voucher

Supplier, Vendor, Company, Individual

Total Amount $12,353.80

Name Rumpke of Ohio Inc.

Address 1932 E. Monument Ave.
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Waste Collection General Fund	10000-6440-1301-32	$6,700.00
Street Maintenance General Fund	10000-6490-1301-56	$5,653.80

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

Description

The Department of Public Works, Division of Waste Collection is submitting a Payment of Voucher for Rumpke to pay for recyclable waste disposal fees from September 1 through November 23, 2016. This Payment of Voucher resulted from Rumpke's refusal to exercise a 1-year extension. The previous 3-year agreement required no disposal fee payments and expired August 31, 2016.

Rumpke offered a new agreement that will require the City to pay $10 per ton for disposal of recyclable waste effective November 23, 2016. This Agreement was approved by City Commission on November 23, 2016, City Manager's Report item #3. Rumpke has invoiced the City $12,353.80 for tonnage delivered September 1 through November 23, 2016.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CF16-0245

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

x New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	upon execution
Expiration Date	12/31/16
Original Commission Approval	$ 12,353.80
Initial Encumbrance	$ 12,353.80
Remaining Commission Approval	$ -

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount:	$6,700.00
Fund Code	10000 - 6440 - 1301 - 32 - XXXX - XXXX
	Fund Org Acct Prog Act Loc

Amount:	$ 5,653.80
Fund Code	10000 - 6490 - 1301 - 56 - XXXX - XXXX
	Fund Org Acct Prog Act Loc

Amount:	
Fund Code	____ - ____ - ____ - ____ - XXXX - XXXX
	Fund Org Acct Prog Act Loc

Amount:	
Fund Code	____ - ____ - ____ - ____ - XXXX - XXXX
	Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Rumpke of Ohio Inc. AAA exp 4/30/2017

Vendor Address: 1932 E Monument Ave , Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311617611

Commodity Code: 96871

Purpose: : Recyclabe waste disposal fees September 1, 2016 through November 23,2016

Contact Person: Thomas Ritchie Jr. 333-4825 | Public Works / Waste Collection (Department/Division) | 12/7/2016 (Date)

Originating Department Director's Signature: [signature] 12/12/16

SECTION II - to be completed by the Finance Department

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[signature] 12.12.16
Finance Director Signature Date

[signature] 12/12/16 CF16-0245
CF Prepared by Date CF/CT Number

RUMPKE

1932 E MONUMENT AVE
DAYTON OH 45402-1359

Date: 11/29/16 **Page:** 1 of 16

Customer #: 1300000550
Access Code: 000370889
PO #: PO500131 -- 1/1/05 TO 12/31/05

For Service & Billing Call
(800) 223-3960

Service Address:
1010 OTTAWA ST
DAYTON OH 45402

RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

Invoice Total: 12,353.80
Due Date: 12/14/16

Outstanding balances are subject to 1 1/2% per month interest with a maximum of 18% per year. Any and all collection fees may be added to account.

Date	Description	Unit		Total
	INVOICE #: 2540812			
11/22/16	RES RECY MIXED/TON 0000149698 RES RECY MIXED	8.92	10	89.20
11/22/16	RES RECY MIXED/TON 0000149699 RES RECY MIXED	2.86	10	28.60
11/22/16	RES RECY MIXED/TON 0000149712 RES RECY MIXED	5.15	10	51.50
	INVOICE #: 2540821			
11/23/16	RES RECY MIXED/TON 0000149767 RES RECY MIXED	.93	10	9.30
11/23/16	RES RECY MIXED/TON 0000149768 RES RECY MIXED	2.79	10	27.90
11/23/16	RES RECY MIXED/TON 0000149773 RES RECY MIXED	2.97	10	29.70
11/23/16	RES RECY MIXED/TON 0000149790 RES RECY MIXED	3.15	10	31.50
11/23/16	RES RECY MIXED/TON 0000149794 RES RECY MIXED	10.71	10	107.10
11/23/16	RES RECY MIXED/TON 0000149795 RES RECY MIXED	4.17	10	41.70

FOLD HERE AND THEN SEPARATE

RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.

RUMPKE

DATE	CUSTOMER NUMBER	TOTAL DUE	DUE DATE
11/29/16	1300000550	12,353.80	12/14/16

☐ CHECK BOX FOR CHANGE OF ADDRESS AND FILL OUT BACK OF COUPON

RUMPKE OF OHIO INC
PO BOX 538710
CINCINNATI OH 45253-8710

RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

13000005500001235380000000003

RUMPKE

1932 E MONUMENT AVE
DAYTON OH 45402-1359

Customer #: 1300000550
Access Code: 000370889
PO #: PO500131 -- 1/1/05 TO 12/31/05

For Service & Billing Call
(800) 223-3960

Service Address:
1010 OTTAWA ST
DAYTON OH 45402

Invoice Total: 12,353.80
Due Date: 12/14/16

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RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

Date	Description	Unit		Total
11/23/16	RES RECY MIXED/TON 0000149797 RES RECY MIXED	7.95	10	79.50
11/23/16	RES RECY MIXED/TON 0000149800 RES RECY MIXED	5.84	10	58.40
11/23/16	RES RECY MIXED/TON 0000149812 RES RECY MIXED	5.92	10	59.20
11/23/16	RES RECY MIXED/TON 0000149816 RES RECY MIXED	6.00	10	60.00
	INVOICE #: 2540831			
11/25/16	RES RECY MIXED/TON 0000149868 RES RECY MIXED	9.44	10	94.40
11/25/16	RES RECY MIXED/TON 0000149873 RES RECY MIXED	5.42	10	54.20
11/25/16	RES RECY MIXED/TON 0000149874 RES RECY MIXED	5.37	10	53.70
11/25/16	RES RECY MIXED/TON 0000149879 RES RECY MIXED	6.81	10	68.10
11/25/16	RES RECY MIXED/TON 0000149881 RES RECY MIXED	6.97	10	69.70
11/25/16	RES RECY MIXED/TON 0000149883	.86	10	8.60

FOLD HERE AND THEN SEPARATE

RUMPKE

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ATTN: MELODY FROCK
DAYTON OH 45402

Date	Description	Unit		Total
	RES RECY MIXED			
	INVOICE #: 2540714			
11/16/16	RES RECY MIXED/TON 0000149346	.59	10	5.90
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149361	4.58	10	45.80
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149368	6.82	10	68.20
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149372	5.47	10	54.70
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149374	6.27	10	62.70
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149377	3.65	10	36.50
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149384	8.72	10	87.20
	RES RECY MIXED			
11/16/16	RES RECY MIXED/TON 0000149396	2.96	10	29.60
	RES RECY MIXED			
	INVOICE #: 2540723			
11/17/16	RES RECY MIXED/TON 0000149436	8.91	10	89.10

FOLD HERE AND THEN SEPARATE

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DAYTON OH 45402

Date	Description	Unit		Total
	RES RECY MIXED			
11/17/16	RES RECY MIXED/TON 0000149445	2.59	10	25.90
	RES RECY MIXED			
11/17/16	RES RECY MIXED/TON 0000149446	4.78	10	47.80
	RES RECY MIXED			
11/17/16	RES RECY MIXED/TON 0000149452	6.95	10	69.50
	RES RECY MIXED			
11/17/16	RES RECY MIXED/TON 0000149453	5.15	10	51.50
	RES RECY MIXED			
11/17/16	RES RECY MIXED/TON 0000149458	6.00	10	60.00
	RES RECY MIXED			
	INVOICE #: 2540730			
11/18/16	RES RECY MIXED/TON 0000149528	1.00	10	10.00
	RES RECY MIXED			
11/18/16	RES RECY MIXED/TON 0000149537	.68	10	6.80
	RES RECY MIXED			
	INVOICE #: 2540745			
11/21/16	RES RECY MIXED/TON 0000149618	4.65	10	46.50
	RES RECY MIXED			
11/21/16	RES RECY MIXED/TON 0000149619	8.05	10	80.50

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Date	Description	Unit		Total
	RES RECY MIXED			
11/21/16	RES RECY MIXED/TON 0000149630	6.20	10	62.00
	RES RECY MIXED			
	INVOICE #: 2540696			
11/15/16	RES RECY MIXED/TON 0000149279	2.62	10	26.20
	RES RECY MIXED			
11/15/16	RES RECY MIXED/TON 0000149280	2.34	10	23.40
	RES RECY MIXED			
11/15/16	RES RECY MIXED/TON 0000149285	3.67	10	36.70
	RES RECY MIXED			
	INVOICE #: 2540508			
11/01/16	RES RECY MIXED/TON 0000148452	4.16	10	41.60
	RES RECY MIXED			
11/01/16	RES RECY MIXED/TON 0000148453	2.44	10	24.40
	RES RECY MIXED			
11/01/16	RES RECY MIXED/TON 0000148461	3.41	10	34.10
	RES RECY MIXED			
	INVOICE #: 2540518			
11/02/16	RES RECY MIXED/TON 0000148528	8.15	10	81.50
	RES RECY MIXED			

FOLD HERE AND THEN SEPARATE

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DAYTON OH 45402

Date	Description	Unit		Total
11/02/16	RES RECY MIXED/TON 0000148540 RES RECY MIXED	3.93	10	39.30
11/02/16	RES RECY MIXED/TON 0000148545 RES RECY MIXED	7.34	10	73.40
11/02/16	RES RECY MIXED/TON 0000148546 RES RECY MIXED	6.28	10	62.80
11/02/16	RES RECY MIXED/TON 0000148549 RES RECY MIXED	5.34	10	53.40
11/02/16	RES RECY MIXED/TON 0000148551 RES RECY MIXED	7.63	10	76.30
	INVOICE #: 2540527			
11/03/16	RES RECY MIXED/TON 0000148611 RES RECY MIXED	8.50	10	85.00
11/03/16	RES RECY MIXED/TON 0000148619 RES RECY MIXED	6.71	10	67.10
11/03/16	RES RECY MIXED/TON 0000148625 RES RECY MIXED	5.70	10	57.00
11/03/16	RES RECY MIXED/TON 0000148627 RES RECY MIXED	7.87	10	78.70
11/03/16	RES RECY MIXED/TON 0000148630	6.38	10	63.80

FOLD HERE AND THEN SEPARATE

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DATE	CUSTOMER NUMBER	TOTAL DUE	DUE DATE
11/29/16	1300000550	12,353.80	12/14/16

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ATTN: MELODY FROCK
DAYTON OH 45402

Date	Description	Unit		Total
	RES RECY MIXED			
	INVOICE #: 2540536			
11/04/16	RES RECY MIXED/TON 0000148707 RES RECY MIXED	1.16	10	11.60
11/04/16	RES RECY MIXED/TON 0000148710 RES RECY MIXED	.67	10	6.70
	INVOICE #: 2540549			
11/07/16	RES RECY MIXED/TON 0000148781 RES RECY MIXED	3.76	10	37.60
11/07/16	RES RECY MIXED/TON 0000148788 RES RECY MIXED	6.52	10	65.20
11/07/16	RES RECY MIXED/TON 0000148790 RES RECY MIXED	4.59	10	45.90
	INVOICE #: 2540561			
11/08/16	RES RECY MIXED/TON 0000148857 RES RECY MIXED	3.22	10	32.20
11/08/16	RES RECY MIXED/TON 0000148860 RES RECY MIXED	5.92	10	59.20
11/08/16	RES RECY MIXED/TON 0000148868 RES RECY MIXED	4.02	10	40.20

FOLD HERE AND THEN SEPARATE

RUMPKE

RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.

DATE	CUSTOMER NUMBER	TOTAL DUE	DUE DATE
11/29/16	1300000550	12,353.80	12/14/16

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CINCINNATI OH 45253-8710

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DAYTON OH 45402-1359

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RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

Date	Description	Unit		Total
	INVOICE #: 2540570			
11/09/16	RES RECY MIXED/TON 0000148925 RES RECY MIXED	.96	10	9.60
11/09/16	RES RECY MIXED/TON 0000148934 RES RECY MIXED	3.17	10	31.70
11/09/16	RES RECY MIXED/TON 0000148938 RES RECY MIXED	3.30	10	33.00
11/09/16	RES RECY MIXED/TON 0000148939 RES RECY MIXED	4.78	10	47.80
11/09/16	RES RECY MIXED/TON 0000148941 RES RECY MIXED	4.48	10	44.80
11/09/16	RES RECY MIXED/TON 0000148949 RES RECY MIXED	8.54	10	85.40
11/09/16	RES RECY MIXED/TON 0000148956 RES RECY MIXED	2.86	10	28.60
11/09/16	RES RECY MIXED/TON 0000148958 RES RECY MIXED	2.48	10	24.80
11/09/16	RES RECY MIXED/TON 0000148960 RES RECY MIXED	2.67	10	26.70
11/09/16	RES RECY MIXED/TON 0000148979	4.48	10	44.80

FOLD HERE AND THEN SEPARATE

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RUMPKE

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RUMPKE

1932 E MONUMENT AVE
DAYTON OH 45402-1359

Customer #: 1300000550
Access Code: 000370889
PO #: PO500131 -- 1/1/05 TO 12/31/05

For Service & Billing Call
(800) 223-3960

Service Address:
1010 OTTAWA ST
DAYTON OH 45402

Invoice Total: 12,353.80
Due Date: 12/14/16

Outstanding balances are subject to 1 1/2% per month interest with a maximum of 18% per year. Any and all collection fees may be added to account.

RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

Date	Description	Unit		Total
	RES RECY MIXED			
	INVOICE #: 2540581			
11/10/16	RES RECY MIXED/TON 0000149024 RES RECY MIXED	5.35	10	53.50
11/10/16	RES RECY MIXED/TON 0000149027 RES RECY MIXED	5.67	10	56.70
11/10/16	RES RECY MIXED/TON 0000149028 RES RECY MIXED	1.32	10	13.20
11/10/16	RES RECY MIXED/TON 0000149029 RES RECY MIXED	7.25	10	72.50
11/10/16	RES RECY MIXED/TON 0000149031 RES RECY MIXED	5.22	10	52.20
11/10/16	RES RECY MIXED/TON 0000149034 RES RECY MIXED	.75	10	7.50
	INVOICE #: 2540588			
11/11/16	RES RECY MIXED/TON 0000149117 RES RECY MIXED	.98	10	9.80
11/11/16	RES RECY MIXED/TON 0000149118 RES RECY MIXED	1.43	10	14.30
	INVOICE #: 2540600			

FOLD HERE AND THEN SEPARATE

RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.

RUMPKE

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11/29/16	1300000550	12,353.80	12/14/16

☐ CHECK BOX FOR CHANGE OF ADDRESS AND FILL OUT BACK OF COUPON

RUMPKE OF OHIO INC
PO BOX 538710
CINCINNATI OH 45253-8710

RUTH RITCHIE
CITY OF DAYTON
1010 OTTAWA ST BLDG #7
ATTN: MELODY FROCK
DAYTON OH 45402

13000005500001235380000000003

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DAYTON OH 45402

Date	Description	Unit		Total
11/14/16	RES RECY MIXED/TON 0000149207 RES RECY MIXED	4.49	10	44.90
11/14/16	RES RECY MIXED/TON 0000149211 RES RECY MIXED	5.16	10	51.60
11/14/16	RES RECY MIXED/TON 0000149212 RES RECY MIXED	5.98	10	59.80
	INVOICE #: 2540265			
10/26/16	RES RECY MIXED/TON 0000148100 RES RECY MIXED	6.94	10	69.40
10/26/16	RES RECY MIXED/TON 0000148102 RES RECY MIXED	3.54	10	35.40
10/26/16	RES RECY MIXED/TON 0000148106 RES RECY MIXED	3.52	10	35.20
10/26/16	RES RECY MIXED/TON 0000148114 RES RECY MIXED	4.95	10	49.50
10/26/16	RES RECY MIXED/TON 0000148116 RES RECY MIXED	5.71	10	57.10
10/26/16	RES RECY MIXED/TON 0000148122 RES RECY MIXED	3.28	10	32.80
10/26/16	RES RECY MIXED/TON 0000148123	3.85	10	38.50

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DAYTON OH 45402

Date	Description	Unit		Total
	RES RECY MIXED			
10/26/16	RES RECY MIXED/TON 0000148126	1.82	10	18.20
	RES RECY MIXED			
10/26/16	RES RECY MIXED/TON 0000148129	8.19	10	81.90
	RES RECY MIXED			
	INVOICE #: 2540277			
10/27/16	RES RECY MIXED/TON 0000148192	8.75	10	87.50
	RES RECY MIXED			
10/27/16	RES RECY MIXED/TON 0000148193	4.64	10	46.40
	RES RECY MIXED			
10/27/16	RES RECY MIXED/TON 0000148200	5.82	10	58.20
	RES RECY MIXED			
10/27/16	RES RECY MIXED/TON 0000148203	1.12	10	11.20
	RES RECY MIXED			
10/27/16	RES RECY MIXED/TON 0000148207	6.44	10	64.40
	RES RECY MIXED			
10/27/16	RES RECY MIXED/TON 0000148209	4.68	10	46.80
	RES RECY MIXED			
	INVOICE #: 2540288			
10/28/16	RES RECY MIXED/TON 0000148286	1.32	10	13.20

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Date	Description	Unit		Total
	RES RECY MIXED			
10/28/16	RES RECY MIXED/TON 0000148287	1.09	10	10.90
	RES RECY MIXED			
	INVOICE #: 2540310			
10/31/16	RES RECY MIXED/TON 0000148372	5.90	10	59.00
	RES RECY MIXED			
10/31/16	RES RECY MIXED/TON 0000148376	4.96	10	49.60
	RES RECY MIXED			
10/31/16	RES RECY MIXED/TON 0000148378	6.34	10	63.40
	RES RECY MIXED			
	INVOICE #: 2540177			
10/21/16	RES RECY MIXED/TON 0000147889	1.23	10	12.30
	RES RECY MIXED			
10/21/16	RES RECY MIXED/TON 0000147891	1.70	10	17.00
	RES RECY MIXED			
	INVOICE #: 2540187			
10/24/16	RES RECY MIXED/TON 0000147965	3.98	10	39.80
	RES RECY MIXED			
10/24/16	RES RECY MIXED/TON 0000147966	5.42	10	54.20
	RES RECY MIXED			

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Date	Description	Unit		Total
10/24/16	RES RECY MIXED/TON 0000147968 RES RECY MIXED INVOICE #: 2540197	6.53	10	65.30
10/25/16	RES RECY MIXED/TON 0000148038 RES RECY MIXED	3.20	10	32.00
10/25/16	RES RECY MIXED/TON 0000148041 RES RECY MIXED	9.66	10	96.60
10/25/16	RES RECY MIXED/TON 0000148047 RES RECY MIXED	5.88	10	58.80
10/17/16	INVOICE # 2540071 RES RECY MIXED			148.60
10/18/16	INVOICE # 2540081 RES RECY MIXED			111.20
10/19/16	INVOICE # 2540091 RES RECY MIXED			293.10
10/20/16	INVOICE # 2540102 RES RECY MIXED			288.80
10/14/16	INVOICE # 2539993 RES RECY MIXED			17.10
10/10/16	INVOICE # 2539917			146.90

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Date	Description	Unit	Total
10/11/16	RES RECY MIXED INVOICE # 2539927		144.20
10/12/16	RES RECY MIXED INVOICE # 2539938		409.80
10/13/16	RES RECY MIXED INVOICE # 2539948		259.70
10/03/16	RES RECY MIXED INVOICE # 2539790		173.30
10/04/16	RES RECY MIXED INVOICE # 2539803		110.40
10/05/16	RES RECY MIXED INVOICE # 2539812		327.50
10/06/16	RES RECY MIXED INVOICE # 2539823		361.10
10/07/16	RES RECY MIXED INVOICE # 2539833		49.90
09/28/16	RES RECY MIXED INVOICE # 2539647		427.60
09/29/16	RES RECY MIXED INVOICE # 2539660		224.70

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Date	Description	Unit	Total
09/30/16	RES RECY MIXED INVOICE # 2539698		14.80
09/26/16	RES RECY MIXED INVOICE # 2539574		140.10
09/27/16	RES RECY MIXED INVOICE # 2539585		138.20
09/20/16	RES RECY MIXED INVOICE # 2539399		101.70
09/21/16	RES RECY MIXED INVOICE # 2539412		289.90
09/22/16	RES RECY MIXED INVOICE # 2539423		257.00
09/23/16	RES RECY MIXED INVOICE # 2539428		42.60
09/01/16	RES RECY MIXED INVOICE # 2539153		316.50
09/02/16	RES RECY MIXED INVOICE # 2539163		76.90
09/06/16	RES RECY MIXED INVOICE # 2539173		203.10

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Date	Description	Unit	Total
09/07/16	RES RECY MIXED INVOICE # 2539184		160.50
09/08/16	RES RECY MIXED INVOICE # 2539194		421.60
09/09/16	RES RECY MIXED INVOICE # 2539205		321.30
09/12/16	RES RECY MIXED INVOICE # 2539223		65.10
09/13/16	RES RECY MIXED INVOICE # 2539235		166.70
09/14/16	RES RECY MIXED INVOICE # 2539247		399.00
09/15/16	RES RECY MIXED INVOICE # 2539261		246.70
09/16/16	RES RECY MIXED INVOICE # 2539270		19.20
09/19/16	RES RECY MIXED INVOICE # 2539282		175.40

IT IS COMPANY POLICY TO DISCONTINUE
SERVICE WHEN ACCOUNTS ARE PAST DUE.

Current	Over 30 Days	Over 60 Days	Over 90 Days	Account Balance
4,927.60	3,217.60	4,208.60	.00	12,353.80

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BACK

City Manager's Report

10.

From 3210 - Aviation/AP Admin & Finance

Date December 21, 2016

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $491,882.00 thru Sept 2018

Name Staffco Construction Co, Inc

Address 1340 Spangler Road
Fairborn, Ohio 45324

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital (Bonds)	51236-3210-1424-43	$491,882.00

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

Description

Aircraft Maintenance Hangar Phase 2
Change Order Number 1
10% MBE 5% WBE

The Department of Aviation recommends amending the Aircraft Maintenance Hangar Phase 2 contract with Staffco Construction Co, in the amount of $491,882.00. This Change Order is necessary to meet our customer's needs and to protect the Airport's Capital investment. The items included in this change order are additional parking lot work and a modification to the concrete mixture.

Milling and Pavement overlay of the parking lot adjacent to the PSA hangar was part of the original contract scope. Upon milling the lot it was discovered that the lot had severe base deficiencies that were not detected in the original design. The design team recommended a complete rebuild of the base which provides a 20 year long term solution. This approach will avoid maintenance that would have been necessary in the near future and extend the useful life of the parking lot. Pouring concrete in cold weather presented a challenge to the hangar delivery schedule. The original scope of contract required the addition of color to hangar concrete floor slabs during installation. The concrete coloring product manufacturer specifications did not allow for or recommend application of product during temperatures below freezing. In order to maintain construction schedule design team recommended pouring the concrete hangar floor slabs without the color product and adding a color topping at a later point.

The project is being funded with $491,882.00 in Aviation Capital. A Certificate of Funds and a copy of Change Order Number 1 are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CT15-1235
CORD#1

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	08/12/15
Expiration Date	10/31/17
Original Commission Approval	$ 7,649,000.00
Initial Encumbrance	$ 7,649,000.00
Remaining Commission Approval	

Required Documentation

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

Original CT/CF	CT151235
Increase Encumbrance	$ 491,882.00
Decrease Encumbrance	
Remaining Commission Approval	$ 491,882.00

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

Amount: $ 491,882.00	Amount:
Fund Code 51236 - 3210 - 1424 - 43 - (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: Staffco Construction Inc.

Vendor Address: 1340 Spangler Road, PO Box 832, Fairborn, Ohio, 45324 (Street, City, State, Zipcode + 4)

Federal ID: 31-0828136

Commodity Code: 96812

Purpose: Change order for construction services of "Phase 2-Building Package" for the Aircraft Maintenance Hangar Project at the Dayton International Airport. This change order is needed for changes to the paving portion of this contract.

Contact Person: Gilbert Turner | Aviation/Administration (Department/Division) | 12/7/2016 (Date)

Originating Department Director's Signature: Gilbert Turner

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [signature] — Date: 12-19-16

CF Prepared by: [signature] — Date: 12/9/16 — CF/CT Number: CT15-1235 CORD#1

SA 12-9-16

CHANGE ORDER NUMBER 1

This Change Order Number 1, entered into this 9 day of December, 2016, is between the City of Dayton, Ohio ("City") and Staffco Construction, Inc. ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract titled Aircraft Maintenance Hangar Phase 2 – Building Package at the Dayton International Airport (10 MBE and 5 WBE Participation), dated October 9, 2015 ("Contract") which includes, construct pre-engineered hangar and parts storage connector including painting, all electrical systems, all HVAC systems, all plumbing systems, all fire sprinkler and foam systems and parking lot modifications; and

WHEREAS, the City and Contractor agree that the Milling and Pavement Overlay and Addition of Hangar Slab Coating are necessary to meet the desired outcome of the new hangar and parking lot being installed as part of the Contract; and

WHEREAS, the City and Contractor agree that the extra work requires the Contract to be modified in accordance with Attachment 1 of this Change Order; and

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work to be performed;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:

Section 1. Contractor shall, as part of the Aircraft Maintenance Hangar Phase 2 – Building Package at the Dayton International Airport, perform the Milling and Pavement Overlay and Addition of Hangar Slab Coating in accordance with Attachment 1; Milling and Pavement Overlay and Addition of Hangar Slab Coating.

Section 2. In consideration of Contractor performing the extra work, the City agrees to pay contractor a total amount not to exceed Four Hundred Ninety- One Thousand, Eight Hundred Eighty -Two dollars ($491,882.00) per pricing outlined in Attachment 1. This sum is to be paid pursuant to the Contract specifications. Further, as the paving and coating will be performed concurrently with the Contract, no additional days will be added to the contract duration.

Section 3. The terms and compensation provided by this Change Order #1 constitutes full and complete satisfaction for all direct and indirect costs, profit, overhead, markups of any kind, and interest related thereto, which has been or may be incurred in connection with this change in the work, and/or delays referenced, this includes, but is not limited to, any claims for delay costs, impact, or cumulative impact costs. Contractor acknowledges that this agreement to Change Order No. 1 is final and without reservation of any rights.

Section 4. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1, as of the date first set forth above.

WITNESSED BY:

_____

STAFFCO CONSTRUCTION, INC.

By: _____

Title: PROJECT MANAGER

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min. Bk. _____ Pg. _____

_____
Clerk of the Commission

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Section 1. Contractor shall, as part of the Aircraft Maintenance Hangar Phase 2 – Building Package at the Dayton International Airport, perform the Milling and Pavement Overlay and Addition of Hangar Slab Coating in accordance with Attachment 1; Milling and Pavement Overlay and Addition of Hangar Slab Coating.

Section 2. In consideration of Contractor performing the extra work, the City agrees to pay contractor a total amount not to exceed Four Hundred Ninety- One Thousand, Eight Hundred Eighty -Two dollars ($491,882.00) per pricing outlined in Attachment 1. This sum is to be paid pursuant to the Contract specifications. Further, as the paving and coating will be performed concurrently with the Contract, no additional days will be added to the contract duration.

Section 3. The terms and compensation provided by this Change Order #1 constitutes full and complete satisfaction for all direct and indirect costs, profit, overhead, markups of any kind, and interest related thereto, which has been or may be incurred in connection with this change in the work, and/or delays referenced, this includes, but is not limited to, any claims for delay costs, impact, or cumulative impact costs. Contractor acknowledges that this agreement to Change Order No. 1 is final and without reservation of any rights.

Section 4. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1, as of the date first set forth above.

WITNESSED BY:

_____

STAFFCO CONSTRUCTION, INC.

By:_____

Title:_____

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min. Bk. _____ Pg. _____

_____
Clerk of the Commission

Attachment #1

Change Order Number 1

Milling and Pavement Overlay and Addition of Hangar Slab Coating

This change order is for Milling and Pavement Overlay and Addition of Hangar Slab Coating to be performed in accordance with the Contract Documents.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
A-2a	Milling and Pavement	LUMP	LF	$_____	$269,896.00
A-2b	Hangar Slab Coating	LUMP	LF	$_____	$221,926.00

TOTAL (Change Order Number 1) **$491,822.00**

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form: Aircraft Maintenance Hangar Project
Phase 2 – Building Package
Dayton International Airport

Bidder: Staffco Construction, Inc.
1340 Spangler Rd
Fairborn, OH 45324

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:

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)

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

Addendum #1	8/10/15
Addendum #2	8/14/15
Addendum #3	8/17/15

BID FORM (continued)

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)
Addendum #3

BASE BID

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
B-1	Base Bid – Architectural (A-Series)	1	LUMP	$ 1,556,000 ∞	$ 1,556,000 ∞
B-2	Base Bid – Structural (S-Series)	1	LUMP	$ 2,268,000 ∞	$ 2,268,000 ∞
B-3	Base Bid – Mechanical, Electrical & Plumbing (MEP-Series)	1	LUMP	$ 2,900,000 ∞	$ 2,900,000 ∞

TOTAL BASE BID (Includes work for all trades): $ 6,724,000 ∞

ADD ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This alternate is for a **"CONTINGENCY"** to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this **"ALLOWANCE"** may vary as determined by the OWNER, but shall not exceed the maximum of **$575,000.00**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	$575,000.00	$575,000.00

TOTAL ADD ALTERNATE NO. 1: **$575,000.00**

ADD ALTERNATE NO. 2a
EXISTING BUILDING RENOVATION SOUTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2a	Existing Building Renovation, South	1	LUMP	$95,000.00	$95,000.00

TOTAL ADD ALTERNATE NO. 2a: $95,000.00

ADD ALTERNATE NO. 2b
EXISTING BUILDING RENOVATION NORTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2b	Existing Building Renovation, North	1	LUMP	$83,000.00	$83,000.00

TOTAL ADD ALTERNATE NO. 2b: $83,000.00

ALTERNATE NO. 3
FALL PROTECTION STRUCTURAL UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-3	Fall Protection Structural Upgrade	1	LUMP	$82,000.00	$82,000.00

TOTAL ADD ALTERNATE NO. 3: $82,000.00

ALTERNATE NO. 4
HAZARDOUS MATERIAL STORAGE ROOM UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-4	Hazardous Storage Room Upgrade	1	LUMP	$90,000.00	$90,000.00

TOTAL ADD ALTERNATE NO. 4: $90,000.00

NON-MANDATORY ALTERNATE NO. 5
PRE-ENGINEERED BUILDING FRAME – SOLID MEMBERS
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-5	Hazardous Storage Room Upgrade	1	LUMP	$ Ø	$ Ø

TOTAL ADD/DEDUCT ALTERNATE NO. 5: $ Ø

Bid Form (Cont'd)

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)
Addendum #3

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	$ TOTAL
TOTAL BASE BID	$ 4,034,400.00	$ 2,689,600.00	$ 6,724,000.00
TOTAL ADD ALT. NO. 1 (Contingency Allowance)	$ -0-	$ 575,000.00	$ 575,000.00
TOTAL ADD ALT. NO. 2a (Existing Building Renovation South)	$ 57,000.00	$ 38,000.00	$ 95,000.00
TOTAL ADD ALT. NO. 2b (Existing Building Renovation North)	$ 49,000.00	$ 34,000.00	$ 83,000.00
TOTAL ADD ALT. NO. 3 (Fall Protection Structural Upgrade)	$ 82,000.00	$ Ø	$ 82,000.00
TOTAL ADD ALT. NO. 4 (Hazardous Storage Room Upgrade)	$ 72,000.00	$ 18,000.00	$ 90,000.00

TOTAL ADD ALT. NO. 5 (Non-mandatory, Pre-engineered building solid metal frame members)	$ Ø	$ Ø	$ Ø

The time of completion fixed by the City is 180 Calendar Days.

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

NAME	ADDRESS
"No person or party other than the bidder is interested in this Bid	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _x_ NO _____

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

See attached: Exhibit "A"

Staffco
CONSTRUCTION, INC.

EXHIBIT A

1340 Spangler Rd. • P.O. Box 832 • Fairborn, OH 45324 • (937) 878-7915 • Fax: (937) 878-0165

Exhibit A

Litigation Disclosure

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

1340 Spangler Road, P.O. Box 832, Fairborn, OH 45324 937-878-7915 Fax: 937-878-0165

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Staffco Construction, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Jon Stafford, President

Mark Gruber, Vice President

Home Office Address 1340 Spangler Rd, Fairborn, OH 45324

Local Address PO Box 832, Fairborn, OH 45324

Telephone 937-878=7915 Fax 937-878-0165

E-mail jonstafford@staffcoinc.com

Federal I.D.# 31-0828136

Dated this 20th day of August, 2015

Bidder: Staffco Construction, Inc.
(Person, Firm, or Corporation)

By: _____

Title: Jon Stafford, 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

Project: Dayton International Airport / Aircraft Maintenance Hanger Phase 2

BID BOND

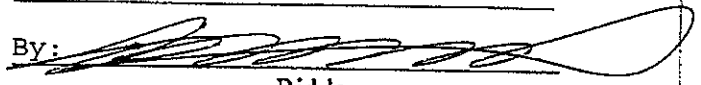
AMOUNT $ 10% of the total bid amount

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

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

Signed and sealed at Dayton, Ohio this 20th day of August, 20 15.

Staffco Construction, Inc.

By: 

Jon Stafford Bidder Staffco

Western Surety Company

By: Beverly J Waker

Beverly J. Waker Surety

USI Midwest, LLC

Name of Insurance Agency

131 N. Ludlow St- Suite 700

Dayton, Ohio 45402

Address of Insurance Agency

937.913.1323 866-772-5426

Telephone FAX

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

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

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of August, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Jon Stafford, President (print name – an Officer of the company) hereby certify that _____ Staffco Construction, Inc. (company) meets the following Contractor requirements relating to this City of Dayton construction project (check all that apply):

[✓] Comply with all City of Dayton income tax obligations and requirements

[✓] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[✓] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[✓] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[✓] Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _____
(signature)

Title: President

Date: 8/20/2015

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/Eye/Dental Insurance

401K

FSA - Flex Spending Account

Life/AD&D Insurance

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.

Vanlon
Dalton
Omni
Advance Mechanical
Miami Valley Masonry
Kalkreuth
Cardinal Diversity
Enterprise
Dalmation
Starco
Fleming
Smoke + Fire Prevention Systems
1st advance Security

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

Please see attached: Exhibit "B"

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

STATE OF Ohio)
) SS:
COUNTY OF Greene)

Jon Stafford, being first duly sworn deposes and states that:

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

Staffco 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 20th day of August, 2015.

SIGNED

Jon Stafford, President
TITLE

Kelli Whitt
NOTARY PUBLIC

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

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

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Dayton International Airport / Aircraft Maintenance Hanger Phase 2 Building Package
NAME — LOCATION

During the performance of this contract:

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

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

Staffco Construction, Inc. (Contractor)
certifies that:

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

HVAC	Carpentry
Plumbing	Painting
Electrical	Pr-engineered Metal Building
Masonry	Steel Work
Roofing	
Fire Proofing	

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

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

SIGN: _____
(Signature of Authorized Representative of Bidder)

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

CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL
371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo
Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Kiya Patrick
Gabriela Pickett-Mosier

February 10, 2015

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

Dear Mr. Stafford:

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

__X__ It is approved for one year and will expire

on _____February 29, 2016_____.

If you have any questions, please contact me at (937)333-1413.

Sincerely,

Vicki Krapf
Administrative Typist II

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

OhioDAS
Service · Support · Solutions

Department of Administrative Services
Equal Opportunity Division

Approved

CERTIFICATE OF COMPLIANCE

Staffco Construction, Inc
1340 Spangler Rd
Fairborn, OH 45324

Effective Dates: 3/5/2015 through 09/01/2015

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Staffco Construction, Inc a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Staffco Construction, Inc to maintain certification status, Staffco Construction, Inc must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Staffco Construction, Inc has agreed.

Gregory L. Williams
Deputy Director
State EEO Coordinator

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

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

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

Project Name: Dayton International Airport / Aircraft maintenance Hanger Phase 2 Building Package

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:	Staffco Construction, Inc.					
Tax I.D. Number:	31-0828136					
Street Address:	1340 Spangler Road					
City/State/ Zip Code:	Fairborn, OH 45324					
Phone (area code/#):	937-878-7915	E-mail:	Jonstafford@staffcoinc.com			

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract _____ Total % subcontract: _____

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford
Sign Name:	

Street Address	1340 Spangler Rd
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

Project Name: Dayton International Airport / Aircraft Maintenance Hanger Phase 2 - Building Package

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Firm Name, Tax I.D. Number and Mailing Address	Please Check One: 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:	Cardinal Diversity
Tax I.D. Number:	20-3870038
Street Address:	3620 Salem Ave
City/State/ Zip Code:	Dayton, OH 45406
Phone (area code/#):	(937) 278-4941
E-mail:	EWilliams@Cardinaldiversity.com
Type of Service or Supply to be Provided	Electrical

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 738,000.00 Total % subcontract: 10.9

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford, President Staffco Construction, Inc
Sign Name:	

Street Address	1340 Spangler Rd.
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

Project Name: Dayton International Airport / Aircraft maintenance Hanger Phase 2 Building Package

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Firm Name, Tax I.D. Number and Mailing Address	Please Check One: 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:	1st Advance Security and Investigations, Inc.
Tax I.D. Number:	46-1827105
Street Address:	4945 Profit Way
City/State/ Zip Code:	Dayton, OH 45414
Phone (area code/#):	937-210-9010
E-mail:	darryl@1stadvancesecurity.com
Type of Service or Supply to be Provided	security solutions

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 67,240.00 Total % subcontract: 1

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford - Staffco Construction, Inc
Sign Name:	

Street Address	1340 Spangler Rd
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

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Firm Name, Tax I.D. Number and Mailing Address	Please Check One: 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: Miami Valley Masonry						Masonry
Tax I.D. Number: 31-0949048						
Street Address: 2300 Ome Ave						
City/State/ Zip Code: Dayton, OH 45414						
Phone (area code/#): 937-274-2179	E-mail: diholliman@bizwoh.rr.com					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 350,000.00 Total % subcontract: 5.21

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	1340 Spangler Rd
Print Name:	Jon Stafford - Staffco Construction, Inc		
Sign Name:		City/State/Zip	Fairborn, OH 45324

Revised 2/2014

EXHIBIT "B"

Vendor PEP

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

#	Vendor Name	Certifications					Use Categories			Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
1	1st Advance Security and Investigations, Inc	X		X	X			X		Security Guard Services and Training	darryl.johnson1st@gmail.com	Johnson	Darryl
2	A To Z Maintenance			X	X		X	X		Poured Concrete Foundation and Structure Contractors,	kblock@woh.rr.com	Block	Kenneth
3	AAA Wastewater Services, Inc. dba AAA				X			X	X	Rent & Sell Portable Toilets, Cleaning of Septic Tanks,	theresa.miller@aaawastewater.com	DeHart	Tim
4	Abbel Rents & Sells, Inc.				X	X		X	X	Party Equipment Rental	abbelrents@fuse.net	Martin	Carolyn
5	ABS, LLC dba Amy Business Solutions LLC			X	X			X		IT Software and Programming	psaini@abs-us.com	Saini	Parminder
6	AKA Construction, Inc.				X	X	X			Industrial Building Construction, Commercial and	amy@aka-construction.com	Jo Gostomsky	Amy
7	Allied Technical Services Dba Allied Pump Rentals				X		X	X	X	Sewage and Waste Treating Equipment and Supplies,	donna.lansing@alliedpumprentals.com	Sayre	Douglas
8	Anthony James Painting			X	X		X	X		Painting and Wall Covering Contractors, Painting,	aj_trucks@yahoo.com	James Sr	Anthony
9	Ardent Technologies, Inc.			X	X			X		Computer IT Consulting Service	ohbids@ardentinc.com	Appalaneni	Vas
10	Asc Group Inc				X	X		X		Architectural Services, Landscape Architectural Services,	sskinner@ascgrooup.net	Skinner	Shaune
11	Auxano Environmental LLC				X	X		X		Ecological Restoration, Environmental Impact Studies,	auxanoenvironmental@outlook.com	Laskley	Nichole
12	Aztec Electric, Inc.			X	X		X			Electrical Contractor	gminarcek44@gmail.com	Minarcek	George
13	Barr Engineering Inc.			X	X			X		Engineering		Barr	Andrew
14	Barwick Disposal Services	X		X	X			X		Non Hazardous recycling	anthonybarwick@att.net	Barwick	Anthony
15	Beals Janitorial Services LLC			X	X			X		Janitorial Services, Building Maintenance, Commercial	bealsjanitorialservices@gmail.com	Beal	Keith
16	Belgray, Inc.				X		X			Industrial Building Construction, Commercial and	kipp@belgrayinc.com	Boone	Joshua
17	Benchmark Industrial Supplies				X	X			X	Footwear Merchant Wholesalers, Medical, Dental, and	patty@benchmarkindustrial.com	Walling	Mary
18	Billy Back Excavating Ltd				X		X			Site Preparation Contractors	bbexcavate@sbcglobal.net	Back	Billy
19	Bladecutter's Lawn Service Inc		X		X		X	X	X	Landscaping, Grounds Maintenance, Tree Trimming,	info@bladecutters.com	Scott	Laura
20	Brahan Llc, (Broker)				X	X			X	Plumbing and Heat Equipment and Supplies Merchant	crissy@bra-han.com	Elliot	Cristina
21	Brian Brothers Painting & Restoration Llc				X		X	X		Painting and Wall Covering Contractors, Restoration	khoes@brianbrospainting.com	Toopes	Brian
22	Bright Street Supply LLC (Broker)	X			X	X			X	Concrete Products	julia@brightstreet.biz	Wilkie-Gourley	Julia
23	Bright Street, LLC	X			X	X	X	X		Electrical Contractor	julia@brightstreet.biz	Wilkie-Gourley	Julia
24	C&L Carpet	X		X	X	X		X	X	Floor Contractor and Home Furnishing Merchant	cnlcarpet@mail.com	Anand	Ashok
25	Cad Concepts Inc				X	X		X		Engineering Services, Architectural Services	joycej@ccitechs.com	Johnson	Joyce
26	Cannon Construction Services, Llc									Water and Sewer Line and Related Structures	donnaferrell@cinci.rr.com	Ferrell	Donna
27	Cardinal Diversity Group (Broker)	X		X	X			X	X	Electrical Apparatus and Equipment, Wiring Supplies, and	ewilliams@cardinaldiversity.com	Williams	Edward
28	Cirrus Consulting	X			X	X		X		Employment Agency & Search Firm services, nurses,	lkahn@cirrusohio.com	Kahn	Leslie
29	Clark's Excavating & Trucking				X		X			Trucking, Site Preparation Contractor and All Other	jlksclark@aol.com	Clark	Jeffery
30	Colby Woodworking, Inc	X			X			X	X	Wood Office and Store Fixtures /Finish Carpentry	colbycwi@aol.com	Colby	Paula
31	Coldwater Consulting, Llc				X	X		X		Environmental Engineering and Consulting	kdrisch@coldwaterconsultants.com	Risch	Kristen
32	Contech Design, Inc.			X	X			X		Consulting Engineering Service and Drafting and Design	engineers@contechdesign.com	Sinha	Parma
33	Countryside Gardens, Inc.			X	X	X		X	X	Landscaping	ljohnkathy@aol.com	Lemaster	Kathy
34	CPM Enterprises LLC	X		X	X			X		Janitorial Services	albsk@sbcglobal.net	Powell	Albert
35	Creative Photography			X	X			X		Photography Studios, Protrait and Commercial	alowephoto@fuse.net	Lowe	Anthony
36	Cyp Studios/Cypripedium Landscape Architecture				X	X		X		Landscape Architecture Services and Planning	eric@cypstudios.com	Martin	Eugenia
37	D & R Fourman Llc				X		X			Site Preparation Contractors	drfourmanllc@gmail.com	Fourman	Lesley
38	D. Johnson Enterprises			X	X			X	X	Office/Computer Supplies, Furniture Systems	jeatman@wp-int.com	Johnson	Daniel
39	D.A.G. Construction Company, INC.			X	X		X			General Construction	shall@dag-cons.com	Hall	Stephanie
40	D3 Planning Solutions LLC			X	X			X		Telecommunications consulting, Fiber optics, Computer	management@d3plans.com	Pilart	Isadore
41	Dayton Sweeping Service Inc/Dss Sweeping	X			X	X	X	X		Construction Sweeping, Parking Lot Sweeping,	viki@dss-sweeping.com	Kroeger	Viki
42	Ddickinson Construction			X	X		X	X	X	Landscaping Services, Construction Supplies, Solid Waste	rcrawford@biosourcelandscaping.com	Anderson	Nathan
43	Diversified Mechanical Systems Llc (Broker)	X		X	X			X	X	Plumbing and HVAC Merchant Wholesaler (Broker)	ehardawayjr@sbcglobal.net	Hardaway	Edward
44	Do It Right Painting	X		X	X		X	X		Painting & Wall Covering Contractor, New Home Painting	gary.fancher@hotmail.com	Fancher	Gary
45	Done Right Commercial Cleaning	X		X	X			X		Janitorial Services, Carpet Cleaning, Flooring Maintenance	kevin.belcher1@aol.com	Belcher	Kevin
[redacted]													
48	DT Trucking, LLC				X	X	X			Trucking	tgeuy@woh.rr.com	Geuy	Tami
49	Dynotec, Inc.			X	X			X		Civil Engineering, Land Surveying	vhead@dynotecinc.com	Iloka	Tobias
50	Ebony Construction Company Inc			X	X	X	X			Highway, Road & Bridge Construction, Poured Concrete	lkidwell@ebonyco.com	Hall	Amy
51	Edward Hanson Renovations			X	X		X	X		Residential Remodeling, grounds maintenance and some	edwardhansonrenovations@gmail.com	House	Thomas
52	Eggeman Engineering & Consulting Llc				X	X		X		Civil Engineering & Design Consulting	keggeman@eec-eng.com	Eggeman	Kristin
53	Emm Black's Distributor	X		X	X				X	Electrical and Electronic Appliance, Television, and Radio	sblackjr@aol.com	Black	Samuel
54	Environmental Technologies & Communications				X	X		X		Environmental Engineering and Public Relations Consulting	pat.esposito@etc-online.com	Esposito	Pat
55	Ergon Site Construction, LLC			X	X		X			Demolition and Trucking	kjordan@ergonsite.com	Jordan	Korey
56	Ewol Trucking & Construction	X		X	X		X			Trucking, Site Preparatio Contractors	ewoltrucking30@yahoo.com	Lowe	Kelvin
57	Eyler Asbestos, LLC	X			X		X	X		Remediation Services (Asbestos, Mold and Lead	keylerasb@aol.com	Eyler	Karen
58	Faith Daniel And Company, Llc.				X	X	X	X	X	Specialty Trade Contractor and Supplier (Fabricate and	fdcllc@faithdaniel.com	Daniel	Faith

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

Vendor PEP

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		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
59	Finergy Global Solutions, LLC			X	X	X		X	X	Incentive Programs, Safety Awards, Improve Morale,	rlbbon@finergy.biz	Ferguson	Anjala
60	First Star Safety, LLC				X	X		X		Traffic Engineering Services	mark.knabb@firststarsafety.com	Hollatz	Kelly
61	First Systems Inc		X	X	X			X	X	Janitorial Services, Lawn Care, Building Maintenance and	kwalters@firstsystems.biz	Walters	Kevin
62	Gardner-Tobin Inc	X			X	X			X	Hardware Merchant Wholesalers, Door Hardware, Steel	kathy@gardner-tobin.com	Krafka	Kent
63	Garrett & Associates			X	X				X	Other Construction Material Merchant Wholesalers	!sgiii@earthlink.net	Garrett	Leonard
64	Garrigans.com				X				X	Office Supplies	julieg@garrigans.com	Garrigan	Julie
65	Gary Bryant Construction				X	X	X	X		Framing Contractors	sthompson36@woh.rr.com	Thompson	Tracy
66	Gerken Swafford Engineering Solutions, Llc				X	X		X		Engineering Consulting	bswafford@zoomtown.com	Swafford	Barbara
67	Gjo Distributors				X	X	X			Addition, Alteration & renovation general contractor,	gjowens@prodigy.net	Owens	Gloria
68	Global to Local Language Solutions LLC				X	X		X		Classroom training, telecommunication relay services,	grace@g2local.com	Bosworth	Grace
69	Graphic Impact Communications Inc				X	X		X		Graphic Design Services, Marketing Consulting Services,	lal@graphic-impact.net	Leal	Leeann
70	Green Star Trucking Inc		X	X	X	X	X			Trucking, Site Preparation Contractors	gstar426@aol.com	Sutton	Joyce
71	Grissom Construction Llc ,				X	X	X			Culvert Construction Pipe, Curb & Gutter Construction,	grissomcon@att.net	Grissom	Carol
72	Hoskins Agency LLC DBA HE Trucking			X	X		X	X		Trucking	he.trucking555@gmail.com	Hoskins	Darnell
73	Iceberg Home Improvements	X		X	X		X			Residential Remodeling	icb760@yahoo.com	Hill	Tony
74	Imperial Trucking & Contracting Llc ,		X		X	X	X			Site Preparation Contractor, Trucking, Dump Truck of	imperialtruckn@yahoo.com	Baskerville	Earnestine
[redacted]													
76	Indoor Environmental Specialists INC dba				X			X		Mold Assessment, Testing and Remediation/Removal, Air	bgitzinger@envirodoc.com	Gitzinger	Brenden
77	Infrastructure & Development Engineering Inc				X			X		Engineering Services	jhahn@ide-oh.com	Hahn	James
78	Integrity Services AES, LLC dba REU Smoothie				X	X			X	Juices, Misc. Food Perishables, misc. food, staple,	ambersowers@reujuicebar.com	Sowers	Amber
79	Intelitech Systems Inc			X	X	X		X		Environmental Consulting and Computer Systems Design	hpatel@itsysteminc.com	Patel	Hema
80	J & B Steel Erectors, Inc				X	X	X			Highway, Street and Bridge Construction, Structural and	toya@jbsteel.com	Estes	Toya
81	J Enterprises Construction	X	X	X	X		X			Drywall & Insulation Contractors	jsmith@jenterprises-construction.com	Smith	Jimico
82	J L M Trucking, Inc.				X	X	X			Trucking and Demolition & Aggregte Hauling	jlmtrk@aol.com	Murphy	Linda
83	Jacobs Service And Installment Co.			X	X		X	X	X	Plumbing, Heating and Air-Conditioning Contractors	srjbtans@yahoo.com	Jacobs	Seth
84	Jones-Warner Consultant Services				X			X		Engineering and Surveying Services	jwci@joneswarner.com	Jones	James
85	Jyg Innovations			X	X	X		X		Computer Systems Design Services, Custom Computer	jgamblin@jyginnovations.com	Gamblin	Jacqueline
86	Kabil Associates Inc			X	X			X		Engineering- Civil, Structrual and architectural	kabil@kabil.com	Varraso	Elizabeth
87	Kettering Building Services	X		X	X	X		X		Janitoria Servicesl and Building Maintenance	ketteringbuildingservices@yahoo.com	Shackleford	Sumeka
88	Key Cable and Supply Co Inc				X	X			X	Electrical cable and wire supplies, electrical equipment &	asupplee@keycableandsupply.com	Supplee	Andera
89	Kilgore's Heating & Air Conditioning	X		X	X			X		Heating and Air conditioning	jk1hvac@aol.com	Kilgore	Jeffrey
90	KODIG MEDIA			X	X			X		Motion Picture and Video Production, Advertising Agencies	koparah@kodigmedia.com	Oparah	Kelechukwu
91	Kolar Design Inc				X	X		X		Graphic Design Services and Interior Design Services	c.hutchison@kolardesign.net	Kolar	Kelly
92	Korrect Plumbing Company Inc				X	X	X	X		Plumbing, Heating and Air-Conditioning Contractor	nate@korrectplumbing.com	Landis	Kenneth
[redacted]													
94	Ladybug Services	X		X	X	X		X		Exterminating and Pest Control Services	regina@ladybugservices.com	Johnson	Regina
95	Landscapes By Bill Atkin Inc ,				X	X	X	X		Landscaping Services and hardscape installation (patios,	atkinbill@aol.com	Atkin	Vickie
96	Lawhon & Associates Inc				X	X		X		Environmental & Engineering Services	sdaniels@lawhon-assoc.com	Daniels	Susan
[redacted]													
98	Linked Technologies, Inc (dba 5 O' Clock			X	X	X		X	X	Computer hardware/support and store	nikl@linkedtechnologies.com	Chaudhry	Nikl
[redacted]													
100	M A C Paran Consulting Services Inc				X	X		X		Environmental Consulting Services, Testing Laboratories	macparan@macparan.com	Paranink	Michelle
101	M B J Consultants Inc			X	X		X	X		Construction Management including Industry Building	mbarnes@mbjconsultants.com	President	President
102	M&S Flooring, Inc.				X			X	X	Commercial Flooring Contractor	swebster@msfloor.com	Webster	Susan
103	Mad River Construction Llc				X	X	X	X	X	Drywall & Insulation Contractor, Finish Carpentry, Flooring,	k.whiteaker@att.net	Whiteaker	Kim
104	MAFAZO LLC			X	X			X		Programming, Communications, and project management	max@mafazo.com	Aulakh	Narinder
105	Magic Painting	X	X	X	X		X	X		Painting & Wall Covering Contractor	magicpainting.ohio@ymail.com	Jones	Tommy
[redacted]													
107	Medi Green Med Supplies and Services LLC			X	X	X			X	Medical, Dental and Hospital Equipment and Merchant	wgreen1893@att.net	Green	Veronica
108	Medic Safe			X	X	X			X	Industrial Safety Products, Medical, Dental and Hospital	ana.obrecht@medic-safe.com	Obrecht	Ana
109	Metro Painting LLC			X	X		X			Painting, wall and ceiling repair, wall covering, drywall	metropainting.dayton@gmail.com	Mcconnell	Charles
110	Miami Valley Masonry				X	X	X			Masonry Contractor	subcontractor@att.net	Chaney	Joy
111	Miller Consulting & Visualization Service, LLC				X			X		Graphic Display Services, Graphic Design and Civil	billoak44@embarqmail.com	Miller	William
112	National Processing Solutions, LLC	X			X	X		X		Credit Card Processing Services	nka@gonps.com	King Albert	Natalie
113	Net Quest Services, Inc.			X	X			X		Equipment Rental with Operator	dquinn@netquestservices.com	Quinn	Dwight
114	New Industry Standard Llc	X	X	X	X		X			Home Improvement (e.g. adding on, Remodeling,	marcuslynch@new-industry-standard.com	Lynch	Marcus
115	Noir Marketing and Public Relations				X	X		X		Marketing Consulting	jessica@noirmarketingandpr.com	Watters	Jessica
116	Oakley Blacktop Inc	X			X	X	X			Asphalt Paving Contractor	oakleyblacktop@aol.com	Oakley	Shella

CSTR = Construction, SRV = Service, SUP = Supplies
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Vendor PEP

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#	Vendor Name	Certifications					Work Categories			Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
117	Oregon Group Architects, Inc.	X			X			X		Architectural Services	kzepernick@oregongroup.com	Zepernick	Kyle
118	Oren Plastering Company				X	X		X	X	Drywall and Insulation Contractor, Brick, Stone and related	carolo@oren-usa.com	Oren	Carol
119	P L Mechanical Llc			X	X		X	X	X	Plumbing, Heating and Air-Conditioning Contractors,	plmechanical@woh.rr.com	Brown	Bobby
120	Parrot Sports Gear dba Parrot Promo Essentials				X	X		X	X	Custom embroidered and screened apparel wholesale	holly@parrotsportsgear.com	Beard	Holly
121	Patrick Hansford Associates				X			X		Architectural Services	phansford@woh.rr.com	Hansford	Patrick
122	Peak Security Serv., Inc.	X		X	X	X		X		Security Guards	jpware50@sbcglobal.net	Peters-Ware	Jeanette
123	Performance Installations, LLC				X	X		X	X	Clean Room Install, security and safety enclosure,	kim@performanceinstallations.com	Seymour	Kim
124	PEW Demolition				X		X	X		Demolition and Excavating	pennington63@roadrunner.com	Wells	Terry
125	Pita Pockets Llc	X		X	X			X		Catering, Concessions, Food Service	pita.pockets@yahoo.com	Lawless	Charles
126	Pixels and Dots LLC				X	X		X		Advertising Agencies, Graphic Design Services, Marketing	angela@pixelsanddots.com	Davis	Angela
127	Portfollo Painting LLC			X	X			X		Painting and Wall Covering Contractors	portfoliopainting@gmail.com	Lucas	David
	[redacted]									[redacted]	[redacted]	[redacted]	[redacted]
129	Proficient Information Technologies Inc				X	X		X		Computer Systems Design Services, Technology	tmbustillo@yahoo.com	Bustillo	Tina
130	R & R Recovery Zone Inc Dba Puroclean				X	X		X		Emergency Restoration Services and Remediation Services	bedgren@puroclean.com	Edgren	Rebecca
131	RA Consultants, LLC				X			X		Engineering Services	jallen@raconsultantsllc.com	Allen	John
132	Rainbow Environmental Services Inc				X	X	X			Remediation Services, Asbestos, Mold, Lead Abatement	resi1990@aol.com	Wilson	Sonya
133	Ralls & Jackson Cleaning & Janitorial			X	X	X		X	X	Janitorial Services and Janitorial Supplies	rallsjack@yahoo.com	Ralls	Gloria
134	Reese Electric Inc				X		X	X		Electrical Contractor	reeseelectric@embarqmail.com	Reese	Richard
135	Reliable Products And Services			X	X				X	Stationery and Office Supplies Merchant Wholesaler,	orders@rpsohio.com	Hobbs	Daniel
136	Resilient Construction Group				X		X			Drywall and Insulation Contractors and Roofing	rob@resilientconstruction.com	Arwood	Rob
137	Ribway Engineering Group, Inc.			X	X			X		Engineering Services, Surveying and Mapping,	aeribo@ribwaygroup.com	Eribo	Andrew
138	Robert's Hauling & Moving Service		X	X	X	X		X		Lawn service and Junk Removal	robertshauling50@aol.com	Flippo	Mary
139	Robinson Trucking Company	X		X	X		X			Trucking		Robinson	Samuel
	[redacted]									[redacted]	[redacted]	[redacted]	[redacted]
141	Rpl Resource Group Llc	X			X			X		Construction Management Services	rlynch@rplresourcegroup.com	Lynch	Ryan
142	S K Pest Control				X	X		X		Exterminating and Pest Control Services	skpestcontrol@woh.rr.com	Hoover	Sandra
143	Schwarz Roofing, LLC			X	X	X	X	X		Roofing Contractor	schwarz7@zoomtown.com	Townes	Karen
144	Security Fence Group Inc				X	X	X	X		Fence Installation, Maintenance and Repair	nbrown@sfence.com	Frankenstein	Christine
145	SEEP, LLC	X		X	X			X		Insurance Broker for Accident & Health, Variable Annuities,	seeplic@gmail.com	Todd II	Ronald
146	Sharp Conway Architects Llc	X			X	X		X		Architecural Services	mconway@scarchitects.net	Sharp	Dara
147	Shawntech Communications, Inc.			X	X			X	X	Computer Design Services, Security Systems Services,	records@shawntech.com	Fancher	Lance
148	Soil Testing & Engineering, Ltd.			X	X			X		Engineering Services and Testing Laboratory	salam@soiltestltd.com	Alam	Shafi
149	Solica Construction, Inc.			X	X	X	X			Construction Management	ami.kulkarni@solicaconstruction.com	Kulkarni	Aml
150	SP Drilling Services, Inc.				X	X	X	X		Foundation Drilling & Landslide Remediation	tammyp@spdrilling.com	Pschesang	Tammy
151	Space And Asset Management Inc Dba Elements			X	X				X	Interior Design and Furniture Merchant Wholesaler	mwilliams@elementsiv.com	Williams	Mark
152	Speak Life On Purpose Llc ,	X	X	X	X	X		X		Mediation Consultant	kinneyg@sbcglobal.net	Kinney	Gloria
153	Special Waste Systems Inc				X			X		Hazardous Waste Treatment Disposal, Hazardous Waste	charris@specialwastesystems.com	Harris	Colleen
154	Start 2 Finish Excavating				X		X			Site Preparation Contractors, Landscaping Services	s2fexcavating@frontier.com	Frazee	Julia
155	Stone Environmental Engineering & Science				X	X		X		Environmental & Civil Engineering Services	marysharrett@stoneenvironmental.com	Sharrett	Mary
156	Tall View Palladium Inc		X	X	X		X			Trucking and Site Preparation Contractors, Poured	tallviewpalladium@sbcglobal.net	Tuck, III	George
157	Taylor Reconstruction, LLC			X	X		X	X		Painting and Wall Covering Contractors, Painting (Interior)	charles.taylor57@yahoo.com	Taylor	Charles
158	Teverbaugh Equipment Inc				X		X			Trucking and Hauling	williamteverbaugh@att.net	Teverbaugh	William
159	The Clean Water Business Llc				X	X		X		Environmental Consulting, Administrative Services for	thecleanwaterbusiness@yahoo.com	McCulla	Leigh Ann
160	The Tipharah Group Corp			X	X	X		X	X	Interior Design/Architectural Design Services/Graphic	deirdrebrown@tipharahgroup.com	Brown-Postell	Deirdre M.
161	ThermalTech Insulation, Inc.				X	X	X	X		Drywall and Insulation Contractors	thermaltechinsulation1@gmail.com	Parrott	Elizabeth
162	Third Party Testing LLC			X	X			X		Environmental and Ecological Services, Consulting	djones@3rdpartytesting.net	Jones	Donny
163	Tinsley And Associates Ltd			X	X	X		X		Insurance and Wellness Consulting	smccollum@tabenefits.com	Mccollum	Starla
	[redacted]									[redacted]	[redacted]	[redacted]	[redacted]
165	TLC General Contracting, LLC	X		X	X		X	X		Residential Remodeling and Landscaping	tlcrity1@gmail.com	Curtiss	Teaven
166	Trinity Corporation			X	X			X		Business & Management Consulting	alphonso@trinity-corporation.com	Spence	Alphonso
167	True Inspection Services Llc			X	X			X		Building Inspection Services	barry.couts@trueinspectionservices.com	Couts	Barry
168	Turn-Key Environmental Consultants Inc				X			X		Environmental Consulting Services and Remediation	linda@turn-keyenvironmental.com	Treasure	William
169	Unified Construction Services LLC				X		X	X		Residential Remodelers and Restoration, Flooring	donettaw@trustucs.com	Weyrauch	Donetta
170	W M G Llc (Broker)	X		X	X			X	X	Office Equipment Merchant Wholesaler, Computer and	info@wmgreensales.com	Green	William
171	W.C. Jones Asphalt Paving	X	X	X	X		X			Asphalt Paving, All Other Specialty Trade Contractors, Site	wcjonesasphalt@sbcglobal.net	Lucas	Leo
172	Waltz-Dettmer Supply Company dba General				X				X	Industrial Supplies, Welding & Safety Supplies, Janitorial	jend@gfwdsupply.com	Stautberg	Teri
173	Welly's Welding And Fabrication Services			X	X			X		Welding Services	marvaa@aol.com	Archibald	Roy
174	Wiggins Cleaning & Carpet Service			X	X			X	X	Janitorial Services	jwiggins@wigginscleaning.com	Wiggins	Jewel

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

Vendor PEP

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

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

CSTR = Construction, SRV = Service, SUP = Supplies
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DEPARTMENT OF AVIATION

CONTRACT NUMBER CT15-1235

CITY OF DAYTON, OHIO

DIVISION OF CIVIL ENGINEERING

DEPARTMENT OF PUBLIC WORKS

INFORMATION SHEET, INSTRUCTIONS

TO BIDDERS, PROPOSAL,

CONTRACT DOCUMENTS, BONDS, ETC.

FOR

AIRCRAFT MAINTENANCE HANGER-PHASE 2: BUILDING PACKAGE AT THE DAYTON INTERNATIONAL AIRPORT (10% MBE & 5% WBE PARTICIPATION)

CONTRACTOR: STAFFCO CONSTRUCTION, INC.

ADDRESS: 1340 SPANGLER ROAD
FAIRBORN, OHIO 45324

CONTRACT DATED: 10-9-15

BIDS OPENED : ~~SEPTEMBER 30, 2015~~
August 20, 2015

City of Dayton
Dayton International Airport - Aircraft Maintenance Hangar Project
Phase 2 Building Package

ADDENDUM #3
August 17, 2015

LWC, Inc.
434 EAST FIRST ST
DAYTON, OHIO 45402

To Prospective Bidders:

This addendum is a modification of the Contract Documents for the above referenced project and is hereby incorporated into and becomes a part of said Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. It is to be considered in the Proposals and covers additions to or changes in the Contract Documents as indicated below.

This addendum consists of 2 pages and 5 attachments as noted below

Attachments:

- Bid Form
- Bid Form Summary
- Section 012300 Alternates
- FP001 – Legend, Notes and Index of Drawings
- FP100 – First Floor Plan – Area A

Clarifications

1. *Question: Specification section 260533, 2.1 C.4 states "EMT conduit is not to be used where exposed below 48". Note K on E001 says 'All exposed conduit above grade will be rigid galvanized metallic with all steel fittings.' Other than rough-ins inside masonry walls, all other conduit work including conduit in ceilings will be exposed. Is the conduit to be EMT or rigid?*
    - **48" and below, along with anything exterior mounted, shall be rigid galvanized. Above 48" can be EMT.**
2. *Question: Alternates 2a and 2b include demolition of masonry as well as new masonry work. The note tells us to extend certain masonry walls to the structure. What is the height of the existing structure? Also, in these areas on the Room Finish Schedule it tells us the Floor and Ceiling are ETR (Existing To Remain). What are the existing finishes to maintain?*
    - **The east wall eave height is at 118'-0" and the roof slopes up westward at .5"/12"**
    - **Interior finishes include:**
        i. **Painted CMU, drywall walls**
        ii. **Exposed, sealed concrete floors**
        iii. **Exposed structure/insulation and ductwork.**

3. *Comment: Neither pipe ID nor painting is addressed in 099123.*
    - **Refer to each disciplines specific spec section for ID requirements of piping.**
    - **Pipe shall be painted to match the adjacent material unless otherwise required by code to be a different color.**

Specifications:

4. SECTION 13 34 19 – METAL BUILDING SYSTEMS
    - Part 2 – Products, Section 2.8, Paragraph A
        i. ADD requirement for Batt insulation to be minimum of R-13

Drawings:

5. DRAWING NO. E001
    - Conduit 48" and below along with any conduit exterior mounted shall be rigid galvanized. Above 48" can be EMT.

6. DRAWING NO. FP001
    - Add Chemical Storage Room sprinkler density.

7. DRAWING NO. FP100
    - Add plan note 22 indicating wet system requirements for the Chemical Storage Room.

<END OF ADDENDUM #3>

BASE BID

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
B-1	Base Bid – Architectural (A-Series)	1	LUMP	$_____	$_____
B-2	Base Bid – Structural (S-Series)	1	LUMP	$_____	$_____
B-3	Base Bid – Mechanical, Electrical & Plumbing (MEP-Series)	1	LUMP	$_____	$_____

TOTAL BASE BID (Includes work for all trades): $_____

ADD ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This alternate is for a **"CONTINGENCY"** to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this **"ALLOWANCE"** may vary as determined by the OWNER, but shall not exceed the maximum of **$575,000.00**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	$575,000.00	$575,000.00

TOTAL ADD ALTERNATE NO. 1: $575,000.00

ADD ALTERNATE NO. 2a
EXISTING BUILDING RENOVATION SOUTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2a	Existing Building Renovation, South	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 2a: $_____

ADD ALTERNATE NO. 2b
EXISTING BUILDING RENOVATION NORTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2b	Existing Building Renovation, North	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 2b: $_____

ALTERNATE NO. 3
FALL PROTECTION STRUCTURAL UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-3	Fall Protection Structural Upgrade	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 3: $_____

ALTERNATE NO. 4
HAZARDOUS MATERIAL STORAGE ROOM UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-4	Hazardous Storage Room Upgrade	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 4: $_____

NON-MANDATORY ALTERNATE NO. 5
PRE-ENGINEERED BUILDING FRAME – SOLID MEMBERS
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-5	Hazardous Storage Room Upgrade	1	LUMP	$_____	$_____

TOTAL ADD/DEDUCT ALTERNATE NO. 5: $_____

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	$ TOTAL
TOTAL BASE BID	$ _____	$ _____	$ _____
TOTAL ADD ALT. NO. 1 (Contingency Allowance)	$ -0-	$ 575,000.00	$ 575,000.00
TOTAL ADD ALT. NO. 2a (Existing Building Renovation South)	$ _____	$ _____	$ _____
TOTAL ADD ALT. NO. 2b (Existing Building Renovation North)	$ _____	$ _____	$ _____
TOTAL ADD ALT. NO. 3 (Fall Protection Structural Upgrade)	$ _____	$ _____	$ _____
TOTAL ADD ALT. NO. 4 (Hazardous Storage Room Upgrade)	$ _____	$ _____	$ _____

TOTAL ADD ALT. NO. 5 (Non-mandatory, Pre-engineered building solid metal frame members)	$ _____	$ _____	$ _____

The time of completion fixed by the City is 180 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

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. **Alternate No. 1: Contingency**
This alternate is for a contingency to be used in the event of unforeseen work which must be undertaken to complete this project, only as directed by the Owner. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this allowance may vary as determined by the Owner, but shall not exceed the maximum of $575,000.00

B. **Alternate No. 2a: Existing Building Renovation, South**
This Alternate shall encompass all work associated with modifications to the existing hangar building construction as noted on the Documents. This work includes, but is not limited to:
- Creation of new door openings in existing walls
- Removal of existing walls
- Removal of existing doors and infill of remaining openings
- Modifications to pre-engineered metal building x-bracing
- Modifications to existing mechanical, electrical and fire protection systems as shown.

The new concrete masonry wall shown along Column Line 8 shall be included in this Alternate.

C. **Alternate No. 2b: Existing Building Renovation, North**
This Alternate shall encompass all work associated with modifications to the existing hangar building construction as noted on the Documents. This work includes, but is not limited to:
- Removal of existing walls
- Removal of existing doors and infill of remaining openings
- Modifications to pre-engineered metal building x-bracing
- Modifications to existing mechanical, electrical and fire protection systems as shown.

D. **Alternate No. 3: Fall Protection Structural Upgrade**
This Alternate shall encompass all include designing and providing the pre-engineered structure for increased suspended loading of 7.5 psf. All of this additional load shall be equally divided among all main frame bottom chord panel points. None of this load is required to be carried by the roof purlins. The front and rear frames shall each carry their portion of this load based upon their tributary load widths, and load application points shall be at the same horizontal plane locations as for the intermediate main frames.

The fall protection system itself is not to be included in this Alternate.

Project Base Bid Scope = Pre-engineered metal building structure as outlined in the specifications.

Alternate No. 3 = Cost premium, if any, for upgrading the metal building structure to accommodate a future fall protection system as described.

E. **Alternate No. 4: Upgrade Hazardous Material Room**
Contractor shall provide a line item price to upgrade Hazardous Material Room #39 to an Ohio Building Code compliant High-hazard H-2 storage area. This alternate will result in the removal of the interior dividing wall and the associated Hazardous Material Room #47. Refer to related modifications to the room's construction and MEP & FP systems, including the addition of explosion relief venting on the exterior wall.

F. **Non-Mandatory Alternate No. 5: Pre-engineered Building Frame – Solid members**
This non-mandatory bid alternate allows a Contractor to provide a line item price to utilize solid web frame members as part of the pre-engineered metal building system in lieu of the specified open truss members. Several criteria must be met for this option to be considered including:

i. The hangar height cannot be raised. This impacts FAA reviews conducted around the building height as shown.
ii. The interior clear dimension of 30'-0" throughout the hangar cannot be lowered.
iii. The frame members must be able to meet the requirements of Alternate #3 for Fall Protection as outlined in the project documents.
iv. The frame members must be able to accommodate openings for other building systems to pass through the web members for the sizes indicated and in the locations shown. This would include clearances for insulation, movement, etc.
v. Reactions at the foundations cannot exceed the values noted on the structural drawings.

END OF SECTION 012300

VALVES AND FITTINGS

DOUBLE LINE	SINGLE LINE	
		CHECK VALVE
BALL VALVE BUTTERFLY VALVE GATE VALVE		SHUTOFF VALVE (REFER TO SPECIFICATIONS FOR REQUIRED TYPE BASED ON APPLICATIONS)
		COMBINATION SHUTOFF AND BALANCING VALVE (REFER TO SPECIFICATIONS FOR REQUIRED TYPE BASED ON APPLICATIONS)
		CONCENTRIC PIPE REDUCER
		ECCENTRIC PIPE REDUCER
		PRESSURE GAUGE
		TEMPERATURE GAUGE OR THERMOMETER
		UNION
		CLEANOUT
		STRAINER
		STRAINER WITH BLOW DOWN VALVE AND HOSE CONNECTION
		DRAIN VALVE WITH HOSE END CONNECTION
		AUTOMATIC FLOW CONTROLLER WITH P/T PLUG IN AND OUT
		EXPANSION JOINT
		PRESSURE REGULATING VALVE
		SAFETY RELIEF VALVE. PIPE DISCHARGE AIR GAPPED TO FLOOR DRAIN UNLESS NOTED OTHERWISE
		PRESSURE AND TEMPERATURE SAFETY RELIEF VALVE. PIPE DISCHARGE AIR GAPPED TO FLOOR DRAIN UNLESS NOTED OTHERWISE
		PRESSURE AND TEMPERATURE TEST PLUG
		TRAP PRIMER
		VACUUM GAUGE WITH STOP
		CLEANOUT TO GRADE OR FINISHED FLOOR
		END CAP
		MIXING FAUCET
		PLUG
		HOSE BIB
		WALL HYDRANT
		FLOW VALVE
		SHUTOFF VALVE AND BOX
		SHUTOFF VALVE ON RISER
		SOLENOID VALVE
		WATER METER

GENERAL FLOOR PLAN NOTES

(A / F2)	DETAIL. A - DETAIL DESIGNATION F2 - SHEET WHERE DETAIL IS LOCATED
(P) CP-E	EQUIPMENT REFERENCE. LETTER DESIGNATION VARIES. REFER TO SCHEDULES
(1)	PLAN NOTE. APPLIES ONLY TO THE SHEET WHICH IT IS SHOWN UNLESS NOTED OTHERWISE
(1)	DETAIL NOTE. APPLIES ONLY TO THE ASSOCIATED DETAIL
(OH 1)	HAZARD SYMBOL. OH - CLASSIFICATION 1 - GROUP

PLUMBING AND FIRE SUPPRESSION PIPING DESIGNATIONS

—C—	CONDUIT
	EXISTING PIPE TO REMAIN
	EXISTING PIPE TO BE REMOVED
—CWS—	COMBINATION FIRE SUPPRESSION AND DOMESTIC WATER SERVICE
—F—	FIRE SUPPRESSION PIPE
—FS—	FIRE SERVICE
—S—	SPRINKLER PIPE
—FWS—	FIRE WATER SUPPLY PIPE
—FWM—	FIRE WATER MAKE-UP PIPE
—FOAM—	FOAM FIRE SUPPRESSION WATER PIPE
—PA—	PREACTION SYSTEM PIPE
—FH—	FOAM HAND HOSE SYSTEM PIPE
—SAN—	SANITARY DRAINAGE PIPE
— — SAN — —	SANITARY DRAINAGE PIPE
—GD—	GARAGE DRAINAGE PIPE
	DOMESTIC COLD WATER PIPE
	DOMESTIC HOT WATER PIPE
—CA—	COMPRESSED AIR PIPE
—G—	NATURAL GAS PIPE
—GS—	GAS SERVICE
—STM—	STORM DRAINAGE PIPE
—FPT—	FIRE PUMP TEST HEADER PIPING
—FDC—	FIRE DEPARTMENT CONNECTION PIPING

FIRE SUPPRESSION SYMBOLS

DOUBLE LINE	SINGLE LINE	
		CONCEALED PENDENT SPRINKLER
		FIRE DEPARTMENT VALVE
		FIRE HYDRANT
		FLOW SWITCH
		GATE VALVE ONLY
		INSTITUTIONAL PENDENT SPRINKLER
		PENDENT SPRINKLER
		POST INDICATOR VALVE
		RECESSED PENDENT SPRINKLER
		SIDE WALL SPRINKLER
		SUPERVISED VALVE
		UPRIGHT SPRINKLER
	AP	ALARM PANEL

PIPING SYMBOLS

DOUBLE LINE	SINGLE LINE	
		BOTTOM CONNECTION 45°
		BOTTOM CONNECTION 90°
		BRANCH TEE CONNECTION (NOTE: BULL HEAD TEES ARE NOT PERMITTED)
		DIRECTION OF PITCH
		DROP
		ELBOW DOWN
		ELBOW UP
		EXISTING PIPE TO BE REMOVED
		EXISTING PIPE TO REMAIN
		FLOW DIRECTION DESIGNATION
		PIPE RISER
		PUMP
		RISE
		TOP CONNECTION 45°
		TOP CONNECTION 90°

PLUMBING AND FIRE SUPPRESSION ABBREVIATIONS

AC	AIR COMPRESSOR OR AIR CONDITIONER
ACC	ACCESS
ACD	ACCESS DOOR OR AREA DRAIN
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
AP	ACCESS PANEL
APPROX	APPROXIMATE
ARCH	ARCHITECT OR ARCHITECTURAL
ASSY	ASSEMBLY
BDD	BACK DRAFT DAMPER
BFP	BACKFLOW PREVENTER
BLDG	BUILDING
BOB	BOTTOM OF BEAM
BOE	BOTTOM OF EQUIPMENT
BOF	BOTTOM OF FOOTING
BOP	BOTTOM OF PIPE
BOT	BOTTOM
BTU	BRITISH THERMAL UNIT
BTUH	BRITISH THERMAL UNIT PER HOUR
BTWN	BETWEEN
CA	COMPRESSED AIR
CB	CATCH BASIN
CFM	CUBIC FEET PER MINUTE
CI	CAST IRON
CLG	CEILING
CO	CLEANOUT
CONN	POINT OF CONNECTION
CONTR	CONTRACTOR
COMP	COMPRESSOR
CTR	CENTER
CU	COPPER
CW	COLD WATER
CWS	COMBINATION WATER SERVICE
D	DEPTH OR DRAIN LINE
DET	DETAIL
DFU	DRAINAGE FIXTURE UNIT
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DS	DOWN SPOUT
DT	PERFORATED DRAIN TILE
DWG	DRAWING
EA	EACH
EC	ELECTRICAL CONTRACTOR (DIVISION 26)
EEW	EMERGENCY EYE WASH
ELEC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
ERV	ENERGY RECOVERY UNIT
ES	EMERGENCY SHOWER
ET	EXPANSION TANK
ETR	EXISTING TO REMAIN
EWC	ELECTRICAL WATER COOLER
EXP	EXPANSION
EXT	EXTERIOR
EX	EXISTING
F	FIRE SUPPRESSION (SITE MAIN)
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FDV	FIRE DEPARTMENT VALVE
FG	FOAM GENERATOR
FHS	FOAM HOSE STATION
FLR	FLOOR
FOB	FLAT ON BOTTOM
FOT	FLAT ON TOP
FPC	FIRE PUMP CONTROLLER
FPM	FEET PER MINUTE
FR	FIRE RISER
FS	FIRE SERVICE
FSC	FIRE SUPPRESSION CONTRACTOR (DIVISION 21)
FT	FEET
FTG	FOOTING
G	GAS OR NATURAL GAS
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GC	GENERAL TRADES CONTRACTOR
GD	GARAGE DRAINAGE
GPM	GALLONS PER MINUTE
GS	GAS SERVICE
HB	HOSE BIB
HC	HVAC CONTRACTOR (DIVISION 23)
HP	HORSE POWER OR HIGH POINT
HR	HOSE REEL
HTR	HEATER
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
HW	HOT WATER
ID	INSIDE DIAMETER
INV	INVERT ELEVATION
IN	INCHES
IV	INDIRECT VENT
IW	INDIRECT WASTE
JPC	JOCKEY PUMP CONTROLLER
JS	JANITOR SINK
L	LENGTH
LBS	POUNDS
MAU	MAKE UP AIR UNIT
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR (DIVISION 22)
MEZZ	MEZZANINE
MFR	MANUFACTURER
MH	MANHOLE
MH	MOUNTING HEIGHT TO CENTERLINE OF ITEM
MIN	MINIMUM OR MINUTE
MISC	MISCELLANEOUS
MTD	MOUNTED
MTG	MOUNTING
MU	WATER MAKE UP
NIC	NOT IN CONTRACT
NOM	NOMINAL
NPW	NON POTABLE WATER
NPT	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
OA	OUTDOOR AIR
OD	OUTSIDE DIAMETER OR OVERFLOW DRAIN
PC	PLUMBING CONTRACTOR (DIVISION 22) OR PUMPED CONDENSATE RETURN
PD	PUMP DISCHARGE OR PARAPET DRAIN
PIV	POST INDICATOR VALVE
PLBG	PLUMBING
	PRE-ACTION DELUGE SPRINKLER
PRESS	PRESSURE
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
	PRESSURE SUSTAINING VALVE
PSIG	POUNDS PER SQUARE INCH GAUGE
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REC	RECESSED
REQD	REQUIRED
	RADIANT HEATER
RI	ROUGH IN
RPM	REVOLUTIONS PER MINUTE
S	SPRINKLER SHEET
SAN	SANITARY OR SANITARY DRAIN
SCH	SCHEDULE
SCW	SOFT COLD WATER
SD	SPRINKLER DRAIN OR SUBSOIL DRAIN
SH	SHOWER
SHT	SHEET
SK	SINK
SPEC	SPECIFICATIONS
SQ	SQUARE
SR	SUPPLY RISER
SS	SANITARY STACK OR SOIL, OR WASTE OR STAINLESS STEEL
STD	STANDARD
STM	STORM OR STORM DRAINAGE
STRUC	STRUCTURAL OR STRUCTURE
SUC	SITE UTILITY CONTRACTOR
TD	TRENCH DRAIN
TEMP	TEMPERATURE
TP	TRAP PRIMER
TPD	TRAP PRIMER OR TRAP PRIMER DISCHARGE
TYP	TYPICAL
U	URINAL
UNO	UNLESS NOTED OTHERWISE
UST	UNDERGROUND STORAGE TANK
V	VENT OR SANITARY SEWER VENT
VEL	VELOCITY
VB	VALVE IN BOX
VOL	VOLUME
VP	VACUUM PUMP
VS	VENT STACK
VTR	VENT THROUGH ROOF
VR	VENT RISER
W/	WITH
W/O	WITHOUT
W	WASTE
WC	WATER CLOSET
WCO	WALL CLEANOUT
WH	WALL HYDRANT OR WATER HEATER
WIV	WALL INDICATOR VALVE
WP	WEATHERPROOF
WS	WATER SERVICE
YCO	YARD CLEANOUT

PLUMBING/FIRE SUPPRESSION GENERAL NOTES

A. REFER TO SCHEDULES, DETAILS AND DIAGRAMS FOR PIPING, PIPE SIZES AND PIPE-LINE DETAILS NOT INDICATED ON THE FLOOR PLAN.

B. CEILING UTILITY SPACE IS LIMITED. COORDINATION WITH ALL TRADES IS CRITICAL PRIOR TO INSTALLATION OF ANY WORK.

C. ALL FIRE SUPPRESSION/PLUMBING EQUIPMENT TO MAINTAIN A 30' A.F.F. CLEAR DIMENSION FROM FINISHED FLOOR IN HANGAR. ALL FIRE SUPPRESSION, PLUMBING EQUIPMENT TO MAINTAIN A [illegible] CLEAR DIMENSION FROM FINISHED FLOOR IN SERVICE BAY.

D. REFER TO DIVISION 21 SPECIFICATIONS FOR PHASE 2 - BUILDING PACKAGE BID ALTERNATES.

E. REFER TO ARCHITECTURAL SHEETS FOR RESTRICTIONS PERTAINING TO THE FIRE RATED ROOF DECK ABOVE THE SERVICE BAY.

FIRE SUPPRESSION DESIGN NOTES

A. ALL PIPING IN AREAS THE CEILING IS AT THE UNDERSIDE OF STRUCTURE IN EXPOSED STRUCTURAL AREAS UNLESS OTHERWISE INDICATED.

B. REFER TO ARCHITECTURAL DRAWINGS FOR REFLECTED CEILING PLANS AND GENERAL TRADES CONSTRUCTION INFORMATION. COORDINATE SPRINKLER LOCATIONS WITH CEILING DEVICES (LIGHTING, GRILLES, ETC.). OBTAIN ARCHITECT'S APPROVAL OF SPRINKLER LAYOUT PRIOR TO INSTALLATION. FINAL FINISHED APPEARANCE OF WORK MUST BE APPROVED BY THE ARCHITECT.

C. TOTAL SQUARE FOOTAGE OF PROJECT IS [illegible] SQUARE FEET.

D. CONTRACTOR SHALL MAKE REQUIRED FLOW TESTS, LAYOUT SYSTEMS, OBTAIN APPROVALS FROM THE AUTHORITY HAVING JURISDICTION AND THE OWNER'S INSURER PRIOR TO BEGINNING ANY FABRICATION OR INSTALLATION WORK.

E. FIRE SUPPRESSION SPRINKLER SYSTEMS. REFER TO DRAWINGS AND SPECIFICATIONS FOR COMPLETE SCOPE OF WORK.

1. FIRE SUPPRESSION CONTRACTOR SHALL DESIGN AND INSTALL AUTOMATIC SPRINKLER SYSTEMS FOR THE NEW ADDITIONS AND ALL RENOVATION AREAS. THE NEW ADDITIONS AND RENOVATION AREAS TO BE TOTALLY SPRINKLERED.

F. BASE FOR THE DESIGN OF THE FIRE SUPPRESSION SYSTEMS TO BE:

1. ORDINARY HAZARD, GROUP 1 [illegible] SQUARE FEET, 0.15 GPM/SQ. FT., 130 SQUARE FEET MAXIMUM PER SPRINKLER.
2. ORDINARY HAZARD GROUP 2 [illegible] SQUARE FEET, 0.20 GPM/SQ. FT., 130 SQUARE FEET MAXIMUM PER SPRINKLER.
3. HANGAR PREACTION SYSTEMS. [illegible] SQUARE FEET, [illegible] GPM/SQ. FT., 100 SQUARE FEET MAXIMUM PER SPRINKLER.
4. HIGH EXPANSION FOAM SYSTEM. 12 FOAM GENERATORS TO SUPPLY A TOTAL OF [illegible] CFM UNIFORMLY ACROSS HANGAR. CALCULATED FLOW REQUIREMENT [illegible] GPM. A MINIMUM OF [illegible] PSI SHALL BE MAINTAINED AT THE MOST REMOTE FOAM GENERATOR AS PER MANUFACTURER'S REQUIREMENTS.
5. EXTRA HAZARD GROUP 1 [illegible] FEET, [illegible] GPM/SQ. FT., 100 SQUARE FEET MAXIMUM PER SPRINKLER.
6. CHEMICAL STORAGE ROOMS [illegible] GPM/SQ. FT., [illegible] SQUARE FEET MAXIMUM PER SPRINKLER.

[illegible] STANDARDS. VERIFY [illegible] WITH GOVERNING AUTHORITY AND OWNER'S INSURER BEFORE PROCEEDING WITH DESIGN OF PIPE SIZES. IF [illegible] REQUIREMENTS ARE MORE STRINGENT [illegible] SHALL PREVAIL.

G. PROVIDE THE FOLLOWING SPRINKLER TYPES, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

1. SPRINKLERS IN EXPOSED AREAS SHALL BE BRASS UPRIGHT TYPE.
2. SPRINKLERS IN AREAS WITH CEILINGS SHALL BE RECESSED TWO PIECE ADJUSTABLE PENDENT QUICK RESPONSE TYPE WITH CHROME PLATED FINISH.

H. ALL PIPING SHOWN WITH SIZES SHALL BE INSTALLED AS SIZED UNLESS HYDRAULIC CALCULATIONS INDICATE A LARGER SIZE IS NECESSARY. FOR PIPING NOT SHOWN OR SIZED ON THE DRAWINGS, PIPE SIZING SHALL BE BASED ON FIRE SUPPRESSION CONTRACTOR'S HYDRAULIC CALCULATIONS.

I. EXERCISE SPECIAL CARE TO COORDINATE PIPING AND EQUIPMENT LOCATIONS WITH ALL OTHER TRADES.

J. FLOW TEST INFORMATION ([illegible]):
STATIC = [illegible] PSI
RESIDUAL = [illegible] PSI
FLOW = [illegible] GPM

K. PROVIDE SPRINKLERS ABOVE AND BELOW OBSTRUCTIONS TO SPRINKLER DISCHARGE, INCLUDING, BUT NOT LIMITED TO DUCTWORK, STRUCTURAL ELEMENTS, CONDUITS, ARCHITECTURAL CEILING ELEMENTS, EQUIPMENT AND DOORS.

L. SPRINKLER INSTALLATION AND LAYOUT SHALL BE COORDINATED WITH HIGH VOLUME, LOW VELOCITY FANS INDICATED ON THE MECHANICAL DRAWINGS AS INDICATED BY NFPA 13.

PLUMBING INDEX OF DRAWINGS-PHASE 2

Sheet Number	Sheet Name
FP001	LEGEND, NOTES AND INDEX OF DRAWINGS
FP002	[illegible]
FP003	DETAILS
FP100	FIRST FLOOR PLAN - AREA [illegible]
FP101	FIRST FLOOR PLAN - AREA B
FP201	ENLARGED FIRE SUPPRESSION MECHANICAL ROOMS
FP501	[illegible]

NOTE: ALL SYMBOLS AND ABBREVIATIONS ARE SUBJECT TO MODIFICATIONS ON OTHER DRAWINGS.

ALL SYMBOLS OR ABBREVIATIONS MIGHT NOT NECESSARILY BE USED ON THIS PROJECT.

SHEET NOTES:

GENERAL NOTES:

KEY PLAN:

No.	Revision / Submission	Date
1	PHASE 2 - SUBMISSION 1	[illegible] 2015
2	PHASE 2 - [illegible] 2	08.17.2015

LWC INCORPORATED
434 East First Street, Dayton, OH 45402 937 223 0800
[illegible] Garwood Place Richmond, IN 47374 765 966 3546

Dayton International Airport
[illegible] Terminal Drive, Suite [illegible]
Vandalia, OH 45377
937 454 8200

Aircraft Maintenance Hangar
PHASE 2 - BUILDING PACKAGE
3751 Cargo Drive
Vandalia, OH 45377

LEGEND, NOTES AND INDEX OF DRAWINGS

Comm No. 14605.00 | Date 07.29.2015
Drawn CSS | Drawing No. FP001
Checked DMH

Heapy Engineering
PROJECT NO. [illegible] DRAWING [illegible]

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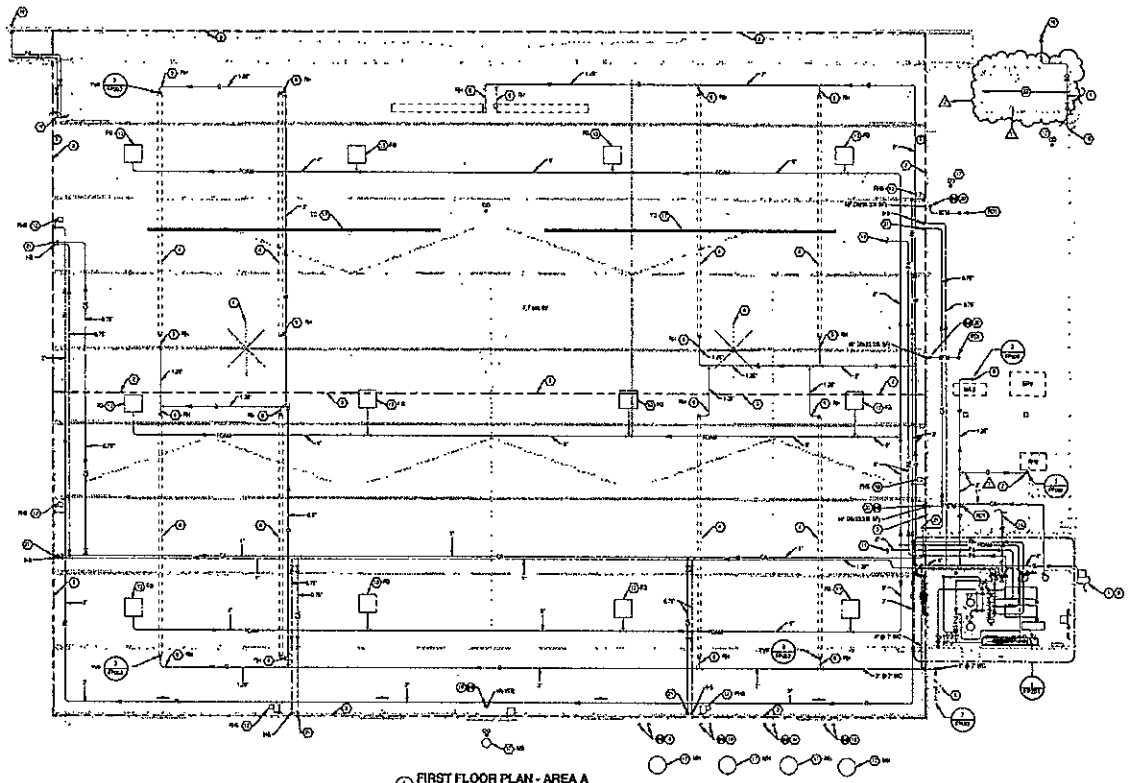


1 FIRST FLOOR PLAN - AREA A

SHEET NOTES:

GENERAL NOTES:

KEY PLAN:

LW C
INCORPORATED

Dayton International Airport

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

FIRST FLOOR PLAN - AREA A

Heapy Engineering

14605.00 | 07.29.2016
CSS | FP100
DMH

City of Dayton
Dayton International Airport - Aircraft Maintenance Hangar Project
Phase 2 Building Package

ADDENDUM #2
August 14, 2015

LWC, Inc.
434 EAST FIRST ST
DAYTON, OHIO 45402

To Prospective Bidders:

This addendum is a modification of the Contract Documents for the above referenced project and is hereby incorporated into and becomes a part of said Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. It is to be considered in the Proposals and covers additions to or changes in the Contract Documents as indicated below.

This addendum consists of 4 pages:

Clarifications

1. *Question: Do you have any suggestions on how best to protect the slab during erection?*
    - **Whatever method is used has to be signed off on by the dry shake manufacturer as a method that won't discolor or otherwise mar the finish.**
    - **Determination of method of protection is solely the contractor's responsibility.**
2. *Question: Our foam guy sees a list of chemicals for a chemical storage room on drawing G002, but it doesn't appear in the same name on any of the floor plans. Which room might these chemicals be stored in?*
    - **Chemicals shall either be stored in one of two storage rooms (Hazardous Material #1 – Room 39 or Hazardous Material #2 – Room 47 for Base Bid) or (Hazardous Material #1 – Room 39 for Alternate #4) in the adjoining Service Bay. Any other chemicals shall be stored in approved storage lockers in the Hangar itself. All quantities shall meet appropriate code limits per the Ohio Building and Fire Codes.**
3. *Question: What is the finish floor elevation of the tank/reservoir and what the water level will be in the tank?*
    - **Finished floor of the pump room slab is 998.50'**
    - **The depth of the bottom of the storage tanks is approximately 972.30'**
    - **Typical water level to be at 978.00'.**
4. *Question: Can solid web frame members be used instead of joists or open web trusses for the pre-engineered metal building?*
    - **The project was designed to take advantage of the openings in the open web trusses. A blanket approval cannot be given without notable design coordination and review. Solid web frame members would be considered within the following parameters:**
        i. **The hangar height cannot be raised. This impacts FAA reviews conducted around the building height as shown.**
        ii. **The interior clear dimension of 30'-0" <u>throughout</u> the hangar cannot be lowered.**

iii. **The frame members must be able to meet the requirements of Alternate #3 for Fall Protection as outlined in the project documents.**
iv. **The frame members must be able to accommodate openings for other building systems to pass through the web members for the sizes indicated and in the locations shown. This would include clearances for insulation, movement, etc.**
v. **Reactions at the foundations cannot exceed the values noted on the structural drawings.**

- **A Non-mandatory bid Alternate will be established to allow for consideration of this option, pending compliance with the design documents and parameters above.**

5. Refer to Section 083416 Sliding Hangar Doors, Part 1 – Design Criteria.
   - Paragraph C allows for the door manufacturer to have flexibility to modify the number of door panels to meet the 7'-0" pocket width while meeting the other specification requirements. The number if door panels is not a fixed design element.
6. *Comment: The drawings show the steel being painted. These can't be painted if fireproofing is to be installed.*
   - **All exposed structural steel and roof deck that is not to be fireproofed shall be painted including purlins, girts, etc. Paint color shall be white or a similar, light neutral color.**

Specifications:

7. SECTION 07 53 23 – ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING
   - Part 2 – Products
     i. DELETE Sections 2.5 and 2.6 Cover Board. It is not required for this project.
     ii. ADD a high performance Base Sheet to the product list. Firestone MB or equal.
     iii. DELETE Section 2.8 Asphalt Materials. Not needed for this project.
   - Part 3 – Execution
     i. Section 3.3 Vapor/Air Barrier Installation
        - Delete references to substrate board or wood roof sheathing.
        - Vapor barrier is to be installed overtop of high performance Base Sheet with low rise foam.
     ii. Section 3.5, Remove Paragraph D Hot Roofing Asphalt and fleece backed membrane.
     iii. ADD Section 3.11 for Base Sheet installation.
        - Follow manufacturer's requirements for mechanically fastening base sheet to LW concrete deck.

8. SECTION 08 71 00 – DOOR HARDWARE
   - Part 2 – Products, Section 2.1, Paragraph A
     i. ADD Stanley to list of approved substitutions for Closers
     ii. ADD Precision Panic to list of approved substitutions for Panic hardware
     iii. ADD Best Locksets & Cylinders to list of approved substitutions for Locksets

Drawings:

9. Sheet S201
   - In Keynote 14, change 1 inch to 2 inches
   - In Keynote 16, change 22'-0" to 22'-8"

10. Addendum No.1 Drawing SK S4:
    - On Detail G7, Keynote 14, change 1 inch to 2 inches.
    - On Detail G7, add the following to Keynote 26. Design and provide head, sill, jamb, and girt framing as necessary for installation, support, and fastening of the Explosion Release Wall System. Room 39 internal design pressure is 300 PSF. The Explosion Release Wall System fasteners shall release at an internal pressure of 20 PSF. Maximum Fundamental Burning Velocity of room contents is 41.
    - On Detail G14, change the two dimensions indicating spacing of the roof beams from 4'-0" to 4'-9".
    - In the General Notes, add the following note: The cost of all structural construction shown on this Drawing SK S4 differently than it is shown on Drawings S002, S201, S202, S511, S512, and S521 shall be included in Alternate No. 4. Some differences will increase cost and some will decrease cost.

11. Sheet A002
    - EDIT all floor finishes in the Room Schedule as follows:
        i. Light Reflective Dry Shake Finish with Densifier Sealer, applied in Phase 1. Protect as specified. This finish applies to all new slab in these areas:
            - Hazardous Material #1 – Room #39 (similar in Alternate #4).
            - Parts Storage – Room #40
            - Office – Room #41
            - Cleaning Storage – Room #42
            - Corridor – Room #43
            - Mech/Elec – Room #44
            - Foam Pump Room – Room #45
            - Hangar – Room #46
            - Hazardous Material #2 – Room #47
    - EDIT Hazardous Material #2 – Room #47 as follows:
        i. Ceiling finish is SFRM
        ii. Wall finish is P-1
    - DELETE any reference to the Industrial Plant High Build Coating System

12. Sheet A101
    - ADD note for a 2" clearance between steel and masonry at Col. Line 2.3 from A* to AA* and on Col. Line 11.1
    - ADD note for a 3" clearance between steel and masonry at Col. Line 2.3 from P* to Q*

13. Sheet A502
    - Detail G6 – ADD the following note: "Do not fasten the girts or any other metal building components to the masonry wall"

14. Sheet A503
    - Detail G11 – ADD the following note: "Do not fasten the girts or any other metal building components to the masonry wall"
    - Detail G11 – Delete reference to protection board in roof assembly
    - Detail G16 – Modify 7" dimension between the new and existing walls to 9"
    - Detail G16 – Delete reference to protection board in roof assembly
    - Detail A1 – Delete reference to protection board in roof assembly
    - Detail M6 - Modify 8" dimension for the expansion joint to 9"

15. Sheet A505
    - Detail A7 – Delete reference to cover board and substrate board in roof assembly
    - Detail F10 – Delete reference to cover board in roof assembly

<END OF ADDENDUM #2>

City of Dayton
Dayton International Airport - Aircraft Maintenance Hangar Project
Phase 2 Building Package

ADDENDUM #1
August 10, 2015

LWC, Inc.
434 EAST FIRST ST
DAYTON, OHIO 45402

To Prospective Bidders:

This addendum is a modification of the Contract Documents for the above referenced project and is hereby incorporated into and becomes a part of said Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. It is to be considered in the Proposals and covers additions to or changes in the Contract Documents as indicated below.

This addendum consists of 7 pages plus 19 attachments as noted below:

The attachments are:

- Bid Form
- SECTION 07 42 13.23 - EXPLOSION RELEASE INSULATED METAL WALL PANEL SYSTEM
- SECTION 08 39 00 – BLAST RESISTANT STEEL DOOR ASSEMBLIES
- SECTION 23 57 17 – BREECHINGS, CHIMNEYS AND STACKS (FACTORY DOUBLE WALL)
- SK-S4 Alternate #4, Hazardous Storage Room
- A101 New Work Floor Plan
- E004 Lighting Fixture Schedule
- E100 First Floor Lighting – Area A
- E200 First Floor Power – Area A
- FP001 Legend, Notes and Index of Drawings
- FP002 Schedules and Equipment Data
- FP003 Details
- FP100 First Floor Plan – Area A
- FP201 Plumbing and Fire Suppression Mechanical Rooms
- H002 HVAC Equipment Schedules and Details
- H100 HVAC First Floor Plan – Area A
- H101 HVAC First Floor Plan – Area B
- H201 HVAC Roof Plan
- HD101 HVAC First Floor Plan – Area B Demo

Clarifications

1. The Building Permit and Zoning Fees for the project has been established by the City of Dayton and total $15,987.46 The Contractor is responsible for picking up the permits and paying this fee.
2. Translucent Wall Panels are indicated on Sheet A301 for the pre-engineered metal building.
3. See Section 133419 for Louvers in the pre-engineered metal building cladding.
4. Interior minimum clear dimension throughout the hangar shall be 30'-0", including all infrastructure suspended from the building frame and associated deflection along the span.
5. Clearances required between concrete masonry exterior walls of different heights and thicknesses and the pre-engineered structure to allow for movement create differing dimensional relationships. The hangar door is meant to be centered within the hangar volume.
6. *Question: Can you take a minute and explain the intent of the draft stop at each of the structural frames, referred to on A501, Sections A1, and A7?* **The draft curtains are required by NFPA 409 for Group 1 hangars.**
   - *Who is to provide this?* **Contractor is to provide. Refer to specification for information.**
   - *What is it made of?* **Non-combustible material, varies by manufacturer.**
   - *What is the weight of it?* **Consult manufacturer.**
   - *How does it attach to the frames?* **Consult manufacturer for details.**
7. Girts and sub-framing on pre-engineered metal building are shown for reference. The pre-engineered metal building manufacturer has flexibility to accommodate load requirements and cladding support requirements in the most efficient manner. The relationship between the metal panel cladding and concrete masonry walls must be maintained. All structural requirements must also be met, including wind loads, snow loads, etc.

Specifications:

8. SECTION 01 23 00 - ALTERNATES
   - ADD Alternate #4 as outlined below:
     i. Contractor shall provide a line item price to upgrade Hazardous Material Room #39 to an Ohio Building Code compliant High-hazard H-2 storage area. This alternate will result in the removal of the interior dividing wall and the associated Hazardous Material Room #47. Refer to related modifications to the room's construction and MEP & FP systems, including the addition of explosion relief venting on the exterior wall.

9. SECTION 07 42 13.23 - EXPLOSION RELEASE INSULATED METAL WALL PANEL SYSTEM
   - ADD this section to the Project Manual, specific to Alternate #4 (SEE ABOVE)

10. SECTION 07 95 00 – EXPANSION JOINT COVERS
    - Part 2 – Products, Section 2.3, Paragraph A
      i. ADD Watson Bowman Acme to the list of approved manufacturers

11. SECTION 08 34 16 – SLIDING HANGAR DOORS
    - Part 2 – Products, Section 1, Paragraph B
      i. ADD Industrial Door Contractor's Inc. to the list of approved manufacturers

12. SECTION 13 34 19 METAL BUILDING SYSTEMS
    - Part 2 – Products, Section 2.2, Paragraph C
        i. The future addition would extend from Column A* to J*, stopping there to avoid being built over top of the underground storage tanks from Phase 1. Depth of the addition shall be 69'-0".
    - Part 2 – Products, Section 2.2, Paragraph I
        i. DELETE requirement for Liner Panels. The CMU cladding shall be exposed on the interior of the hangar and extend a minimum of 8'-0" above finish floor. Insulation may be exposed above that height.

13. SECTION 23 36 20
    - Remove "VVT, VARI-TRAC" from section title line.

14. Section 23 51 17 BREECHINGS, CHIMNEYS AND STACKS (FACTORY DOUBLE WALL)
    - ADD this section to the Project Manual

15. Section 23 72 13
    - Section 2.1 P. shall be edited to read:
      Control Package: Provide a complete "Ready-to-Operate" control system with the unit. Provide a programmable controller to control components specified herein. The following control should be provided with the unit:

      HVAC Contractor shall provide control interlock to start/stop the energy recovery unit when the make-up air unit starts/stop. When unit is signaled to startup, the outdoor and exhaust air dampers shall be energized and power open. The energy wheel shall be energized and the exhaust and supply fans shall run.

      When unit is signaled to shutdown, the outdoor and exhaust air dampers shall be de-energized and shall spring-return closed. The energy wheel shall be de-energized and the exhaust and supply falls shall stop.

      The unit electric preheater shall be energized when triggered by an outdoor air temperature sensor and a wheel pressure drop sensor, for frost control. Once both sensor readings are normal, the electric preheater shall de-energize.

      Unit shall include an economizer control mode. When outside air temperature is above 65°F (adjustable), the outside air temperature and return air temperature (entering the unit) shall be compared. If outside air temperature is higher than return air temperature, the wheel shall continue to rotate. Otherwise, the wheel shall stop (fans shall continue to run).

      The unit shall be provided with a stop jog option that allows the wheel to rotate during economizer operation. If the unit is in economizer mode for three hours, the wheel will rotate for self-cleaning.

      Unit controls shall include all sensors, wiring controller, etc. as required to perform these sequences of operation.

16. Section 23 73 39
    - Delete page 4 of this section.
    - Section 2.9 shall be edited to read:
      Control: Provide a complete "Ready-to-Operate" control system with the unit. Provide a programmable controller to control components specified herein. The following control should be provided with the unit:

      Unit should operate based on an unoccupied/occupied schedule to be coordinated with the Owner prior to programming. HVAC Contractor shall provide control interlock to start/stop the energy recovery ventilation unit at the same time as the make-up air unit.

      Upon signal for startup, the supply air damper shall open, the supply fan starter is enabled and the fan will run and the unit will provide 100% outdoor air to the space. Upon signal for shutdown, the supply fan shall stop and supply air damper shall close.

      The burner heating output shall be controlled to maintain discharge air setpoint. Initial setpoint shall be 70°F (adjustable). If the temperature is below setpoint, the gas valve will open. The burner will be ignited and will modulate to maintain discharge air temperature setpoint.

      Unit shall be equipped with building freeze protection. If the entering air conditions are below 35°F when the supply fan is running, and the discharge air temperature does not reach 45°F within five minutes, the unit shall shut down.

17. Section 23 81 19
    - Section 2.4 shall be edited to read:
      Refrigeration section shall consist of compressor(s), evaporator coil, condenser coils, condenser fans, refrigerant piping and devices. The compressor shall be two stage, scroll type with spring mounting. Coils shall be aluminum fins bonded to copper tubes, all joints brazed, and shall have a minimum of two refrigerant circuits intertwined over the full face of the coil. Coils that are face-split or row-split are not acceptable. Condenser fans shall be direct driver propeller type with wire guards.

18. Section 23 82 39
    - Section 2.1: Delete last sub-paragraph in this section, incorrectly labeled as "A.".

19. Section 23 83 25
    - Section 2.1, add Superior Radiant Products as an approved manufacturer.
    - Section 2.1 A., 9. Shall be edited to read:
      Control shall be via wall mounted 24/7 programmable thermostat.
    - Section 2.2, add Superior Radiant Products as an approved manufacturer.
    - Section 2.2, A. 11. Shall be edited to read:
      Control shall be via wall mounted 24/7 programmable thermostat.

- Section 2.2 A., 4. shall be edited to read:
  Each burner shall receive its combustion air independently. Burners that require air filters shall not be permitted. Combustion air for each zone shall include a powered air intake, as shown on drawings and recommended by manufacturer.

- Section 2.2 D., 1. shall be edited to read:
  Refer to drawings and specification section 23 51 17. Shall be per manufacturer approval.

- Section 3.2: Remove reference to control thermostats.

Drawings:

20. Sheet S512
    - On details A6 and N16, at the control joint locations, the spaces between concrete blocks shall be filled with grout.
21. Sheet S513
    - On Detail A13, add the following note: All bond beam reinforcing bars shall be No. 6.
22. Sheet S521
    - On Detail N11, delete the epoxy anchor. The perimeter angle shall not be attached to the fire rated wall.
    - On Detail N11, delete the epoxy anchor. The perimeter angle shall not be attached to the fire rated wall.
23. Sheet A101
    - Provided additional dimensions for framing and exterior walls.

Note: On all MEP and FP revisions, work associated with Hazardous Material Room #39 is to be considered part of Alternate #4 and included in that Alternate line item. Base Bid Scope of Work remains as originally shown on the bid documents.

ELECTRICAL

24. Sheet E004
    - Change type C2 light fixture to Phoenix #LFXB-4-2-32-UNV-WG; add note 15 associated with this fixture type; refer to updated lighting fixture schedule E004.
25. Sheet E100
    - Delete the occupancy sensor and light switch in room 039. Move light switch outside room as shown on floor plans. Add notes 14 and 15; refer to updated floor plan E100.
26. Sheet E200
    - Provide fire alarm tie-in to ceiling fans in hangar space. Provide power to power air intake devices in hangar space. Add note for sealed conduits for H-2 rating in Room #39 . Add notes 22, 23 and 24 to floor plan; refer to updated floor plan E200.

FIRE SUPPRESSION

27. Sheet FP001
    - Added requirements for EH1 classification explosion proof storage room.
    - Clarified HVLS fans for FSC to be coordinated.

28. Sheet FP002
    - Clarified housekeeping pads required at floor mounted equipment.

29. Sheet FP003
    - Clarified water service requirements.

30. Sheet FP100
    - Added EH1 classification explosion proof storage room.
    - Clarified sprinkler drain installation requirements.

31. Sheet FP201
    - Revised fire pump discharge and test header pipe sizes
    - Revised piping orientation and layout due to pipe size revision.
    - Revised check valves to wafer type due to space constraints.

PLUMBING

32. Sheet FP002
    - Clarified housekeeping pads required at floor mounted equipment.
    - Clarified natural gas requirements.

33. Sheet FP003
    - Clarified water service requirements and miscellaneous edits.

34. Sheet FP100
    - Clarified mounting requirements for compressed air drops.

HVAC

35. Sheet H002
    - Fan schedule updated to include voltage/phase for fan EF-3.
    - Note added to fan schedule for fan EF-1 requiring fan to be spark-resistant as a result of Group H-2 classification for hazardous material room.
    - Air Distribution Devices schedule: Device type A1 edited to have an etched clear lacquer finish.
    - Add Detail F, Radiant Heater Control Wiring Diagram.

36. Sheet H101 and HD101
    - Drawing updated to reflect areas for Alternate 2a and Alternate 2b. Related notes 10 and 11 updated to reflect change on both sheets.

37. Sheet H100
    - Sheet notes 8, 10, 11, 13, 14, and 22 edited.
    - Thermostats added to control two IR-1 infrared heaters.
    - Hazardous material room has been classified as Group H-2, resulting in relocation of thermostat and reconfiguration of exhaust ductwork and related air devices.

38. Sheet H201
    - Location of fan EF-1 has changed.
    - Sheet note 9 added.

<END OF ADDENDUM #1>

BASE BID

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
B-1	Base Bid – Architectural (A-Series)	1	LUMP	$_____	$_____
B-2	Base Bid – Structural (S-Series)	1	LUMP	$_____	$_____
B-3	Base Bid – Mechanical, Electrical & Plumbing (MEP-Series)	1	LUMP	$_____	$_____

TOTAL BASE BID (Includes work for all trades): $_____

ADD ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This alternate is for a **"CONTINGENCY"** to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this **"ALLOWANCE"** may vary as determined by the OWNER, but shall not exceed the maximum of **$575,000.00**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	$575,000.00	$575,000.00

TOTAL ADD ALTERNATE NO. 1: $575,000.00

ADD ALTERNATE NO. 2a
EXISTING BUILDING RENOVATION SOUTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2a	Existing Building Renovation, South	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 2a: $_____

ADD ALTERNATE NO. 2b
EXISTING BUILDING RENOVATION NORTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2b	Existing Building Renovation, North	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 2b: $_____ ADD

ALTERNATE NO. 3
FALL PROTECTION STRUCTURAL UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-3	Fall Protection Structural Upgrade	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 3: $_____

ALTERNATE NO. 4
HAZARDOUS MATERIAL STORAGE ROOM UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-4	Hazardous Storage Room Upgrade	1	LUMP	$_____	$_____

TOTAL ADD ALTERNATE NO. 4: $_____

083900 BLAST RESISTANT STEEL DOOR ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Blast resistant steel door systems.

B. Door hardware for blast resistant steel door systems.

1.2 REFERENCES

A. AISC Manual of Steel Construction; American Institute of Steel Construction.

B. AISI Cold Formed Steel Design Manual; American Iron and Steel Institute.

C. ASTM A 366 - Standard Specification for Steel, Carbon, Cold-Rolled Sheet, Commercial Quality.

D. ASTM A 569 - Standard Specification for Steel, Carbon, (0.15 Maximum Percent), Hot-Rolled Sheet and Strip, Commercial Quality.

E. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot Dip Process.

F. ASTM E 152 - Method for Fire Test of Door Assemblies.

G. Formulas for Stress and Strain; J. W. Roark and W. C. Young; McGraw-Hill Book Company.

H. HMMA 840 - Installation and Storage of Hollow Metal Doors and Frames; Hollow Metal Manufacturers Association.

I. NFPA 80 - Fire Doors and Windows.

J. Simplified Design of Structural Steel; Harry Parker and James Ambrose; Wiley-Interscience Publication, John Wiley and Sons.

K. Structural Design for Dynamic Loads; Norris, Hansen, Holley, Briggs, Namyet, and Minami; McGraw-Hill Book Company.

L. TM5-855-1 - Fundamentals of Design for Conventional Weapons; Department of the Army.

M. TM5-1300 - Structures to Resist the Effects of Accidental Explosions.

N. UL 10B - Fire Tests of Door Assemblies.

1.3 SYSTEM DESCRIPTION

A. Design requirements: Design blast resistant door systems to comply with applicable recommendations of the following:
   1. AISC Manual of Steel Construction.
   2. AISI Cold Formed Steel Design Manual.
   3. TM5-855-1.
   4. TM5-1300.
   5. Formulas for Stress and Strain.
   6. Simplified Design of Structural Steel.
   7. Structural Design for Dynamic Loads.

B. Performance requirements:

   1. Static Blast resistance requirements:
      a. Withstand minimum static equivalent blast pressure of 300 pounds per square foot.
      b. Blast pressure type: Seating.
      c. Allowable permanent (plastic) deformation: None.

   2. Fire resistance ratings:
      a. Fire-rated assemblies to be tested in accordance with ASTM E 152 (UL 10B) for specified fire resistance ratings, approved by Underwriters Laboratories, Inc., and to bear fire rating seal of that agency.
      b. Fire resistance rating: 180 minutes.

1.4 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Minimum five (5) years documented experience producing products specified in this section.
   2. Installer: Minimum five (5) years documented experience installing products specified in this section.

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Shop drawings: Indicate capability of door and frame assemblies to meet requirements of design data; include the following:
   1. Door and frame elevations and sections.
   2. Location and details of all openings; include door hanging and latching hardware in a schedule.
   3. Material types, gages, locations, and fabrication details of system components; include all reinforcements.

C. Quality assurance submittals:
   1. Design data: Blast analysis design calculations for specific project conditions, certifying system conformance to specified performance requirements; design calculations to bear seal and signature of registered professional structural engineer licensed to practice in the state in which the project is located.
   2. Certificates: Contractor's certification that:
      a. Products of this section, as provided, meet or exceed specified requirements.
      b. Manufacturer of products of this section meets specified qualifications.
      c. Installer of products of this section meets specified qualifications.
   3. Manufacturer's instructions: Printed installation and adjusting instructions for systems.

D. Closeout submittals: Warranty documents, issued and executed by manufacturer of systems, countersigned by Contractor.

1.2 DELIVERY, STORAGE, AND HANDLING

A. Store units in accordance with requirements of HMMA 840.

B. Remove wraps or covers from doors and frames upon delivery at the building site; clean and touch-up scratches or disfigurement caused by shipping or handling promptly with rust inhibitive primer.

C. Store units on planks or dunnage in a dry location; store doors in a vertical position spaced by blocking.

D. Store units covered to protect them from damage, but permitting air circulation.

1.3 WARRANTY

A. Manufacturer's warranty: Furnish system manufacturer's standard 1-year warranty against defects in product workmanship and materials.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Krieger Specialty Products, 4880 Gregg Road, Pico Rivera CA 90660; Telephone 562-695-0645, FAX 562-692-0146. (Basis of Design)

B. Other manufacturers capable of meeting the specifications and project requirements will be considered provided documentation is submitted showing full compliance with project parameters.

C. Unless otherwise specified for an individual product or material, supply all products specified in this section from the same manufacturer.

2.2 MATERIALS

A. Steel sheet: One of the following:
   1. Cold-rolled steel sheet conforming to ASTM A 366, commercial quality.
   2. Hot-rolled steel sheet conforming to ASTM A 569, pickled and oiled, commercial quality.

B. Galvanized steel sheet: ASTM A 653/A 653M, commercial quality, minimum G60 zinc coating.

C. Insulating material: One of the following:
   1. Glass fiber.
   2. Rock wool.
   3. Polyurethane foam.

D. Primer: Manufacturer's standard.

2.3 COMPONENTS

A. Doors: Fabricate in accordance with Architect-approved shop drawings, 1-3/4 inches minimum thickness, and as follows:

4. Face sheets:
   a. Doors for interior use: Steel sheet.
   b. Visible seams on face sheets not permitted.

5. Core:
   a. Stiffen face sheets with continuous vertical sections, formed of steel sheet, which, upon assembly, span full thickness of interior space between door faces.
   b. Spot-weld stiffeners to both face sheets.
   c. Fill spaces between stiffeners with insulating material.

6. Vertical edges:
   a. Join face sheets at vertical edges by continuous welding:
      1) Join door faces by continuous weld on each edge, extending full door height.
      2) Grind, fill, and dress welds to provide smooth flush surface.
   b. Form edge profiles both vertical edges of doors as follows:
      1) Single acting swing doors: Bevel 1/8 inch in 2 inches.
      2) Double acting swing doors: Radius 2-1/8 inches.
   c. Visible seams on vertical edges not permitted.

7. Horizontal edges:
   a. Close top and bottom edges of doors with continuous steel channels, 16 gage minimum; spot-weld channels to both door faces.
   b. Provide openings in bottom closure of exterior doors to permit escape of entrapped moisture.
   c. Provide additional flush closing channel at top edge of exterior doors; spot-weld channel to both door faces.
   d. Provide additional flush closing channel at bottom edge of doors to receive weather-stripping; spot-weld channel to both door faces.

8. Hardware preparation:
   a. Mortise, reinforce, drill, and tap doors at factory for fully templated mortised hardware only, in accordance with approved hardware schedule and supplied templates.
   b. Provide reinforcing plates at surface-mounted or non-templated hardware locations.

B. Moldings and stops:
   1. Fabricate of same material as door face material, gage in accordance with Architect-approved shop drawings.

C. Frames: Fabricate in accordance with Architect-approved shop drawings, and as follows:
   2. Frames for interior use: Fabricate from steel sheet, minimum 14-gage thickness.
   3. Form frame members straight, and of uniform profile through lengths in accordance with frame schedule and approved shop drawings.
   3. Stops: Form integral stops minimum 5/8 inch in depth.
   4. Fabricate frames as welded units with integral trim, of sizes and profiles indicated on approved shop drawings.
      a. Weld contact edges of joints closed tight.
      b. Miter perimeter trim faces and weld continuously.
   5. When shipping limitations so dictate, fabricate frames for large openings in sections designed for assembly in the field; install alignment plates or angles, of same material and gage as frame, at each joint.
   6. Hardware preparation:
      a. Mortise, reinforce, drill, and tap frames at factory for fully templated mortised hardware only, in accordance with approved hardware schedule and supplied templates.
      b. Provide reinforcing plates at surface-mounted or non-templated hardware locations.
   7. Floor anchors:
      a. Fabricate of material indicated on Architect-approved shop drawings; minimum 18 gage.
      b. Weld anchors inside each jamb for floor anchorage.
   8. Jamb anchors:
      a. Fabricate of material indicated on Architect-approved shop drawings; weld anchors inside each jamb for wall anchorage.
      b. Provide anchor types for indicated adjacent wall construction.
   9. Provide welded frames with temporary steel spreader welded to jamb feet for bracing during shipping and handling.

D. Door hardware:
   1. Supply door hardware in accordance with Architect-approved shop drawings, and as follows:
      c. Hinges: Aluminum Continuous Gear Hinges, US Alum finish
      d. Locksets and latch sets: Lever-handle, type and finish matching locksets and latch sets specified in Section 08710.
      e. Closers, the manufacturer to choose based on door selection, US Alum finish
      f. Exit devices: Touch pad with Lever-handle exterior trim, finish matching specified in Section 08710.
      g. Threshold, US Alum finish

h. Flush bolts: Inactive leaf of pairs of doors.
i. Smoke gaskets.

2. Cylinders for locksets and exit devices are specified in Section 08710.

2.4 FINISHES

A. Shop priming:
1. After fabrication, fill and sand tool marks and surface blemishes on both faces and both vertical edges smooth and free from irregularities.
2. Treat for paint adhesion, then apply primer to all accessible surfaces; allow to cure prior to shipment.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verification of conditions:
1. Prior to installation, check and correct frames for size, swing, squareness, alignment, twist and plumb.
2. Verify openings are in accordance with approved shop drawings.

B. Installer's examination:
1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
2. Transmit two copies of installer's report to Architect within 24 hours of receipt.
3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
4. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.2 PREPARATION

A. Remove steel spreaders from welded frames prior to installation; use of spreaders for installation purposes not permitted.

3.3 INSTALLATION

A. Install units in accordance with Architect-approved shop drawings, manufacturer's printed installation instructions, and requirements of HMMA 840.

B. Install fire-rated assemblies in accordance with NFPA 80.

C. Oversize assemblies:
   1. Weld field joints in accordance with AWS D1.1 and approved shop drawings.
   2. Finish exposed field welds smooth; touch-up with rust inhibitive primer.

D. Finish surfaces having abrasion damage smooth; touch-up with rust inhibitive primer.

E. Installation of door hardware is specified in Section 08710.

F. Field painting is specified in Section 09900.

G. Site tolerances: Do not exceed the following installation tolerances:
   1. Squareness: Plus or minus 1/16 inch measured on a line, 90 degrees from one jamb, at the upper corner of the frame at the other jamb.
   2. Alignment: Plus or minus 1/16 inch measured on jambs on a horizontal line parallel to the plane of the wall.
   3. Twist: Plus or minus 1/16 inch measured at face corners of jambs on parallel lines perpendicular to the plane of the wall.
   4. Plumb: Plus or minus 1/16 inch measured on the jamb at the floor.

3.4 ADJUSTING

A. Adjust installed doors for correct swings and site tolerances.

END OF SECTION

SECTION 07 42 13.23 - EXPLOSION RELEASE INSULATED METAL WALL PANEL SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Exposed fastener explosion release insulated metal wall panel system.

1.2 RELATED SPECIFICATIONS SECTIONS REQUIREMENTS

A. Comply with all requirements of SECTION 074213.13 – FORMED METAL WALL PANELS except as indicated otherwise in this section.
B. Comply with all requirements of SECTION 133419 – METAL BUILDING SYSTEMS PART 2 – PRODUCTS paragraphs under the heading METAL WALL PANELS except as indicated otherwise in this section.

1.3 PERFORMANCE REQUIREMENTS

A. General: Provide metal wall panel assemblies meeting specified performance requirements as determined by application of explosion release tests by a qualified testing agency on manufacturer's standard assemblies.
B. Structural Performance: Provide metal wall panel assemblies capable of withstanding the effects of loads indicated on the Drawings and under conditions indicated in ASTM E 72:
   1. Limits of Deflection: Metal wall panel assembly shall withstand scheduled wind pressure with the following allowable deflection:
      a. Maximum allowable deflection
         1) Limited to L/180 deflection of panel perimeter normal to plane of wall.
   2. Secondary Metal Framing: Design secondary metal framing for metal wall panel assembly according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions."
C. Delegated Design:
   1. Engage a qualified Ohio licensed professional engineer to design the exposed fastener explosion release insulated metal wall panel system.
   2. Delegated design documentation shall include complete signed and sealed shop drawings, system specifications, and design calculations to certify the following:
      a. The system and all components comply with all requirements of the Contract Documents and comply with all applicable requirements of the 2011 Ohio Building Code and the 2011 Ohio Fire code. Delegated design shall include:
         1) Insulated wall panels.
         2) Fasteners designed to release at appropriate force values.
         3) Back-up framing system to remain in place under all specified load conditions before, during, and after an explosion event.
         4) Panel restraint system to keep all panels and panel components from moving further than 6 feet from their installed locations during an explosion event.
         5) All opening framing accessory structural members, components, and fastening to the masonry and steel components shown of the Drawings at the opening to receive the exposed fastener explosion release insulated metal wall panel system.

3. Explosion design criteria as defined by NFPA 68-2007 shall include the following:
   a. Room design strength (P-red) is 300 PSF.
   b. Fundamental Burning Velocity of stored contents of the room is 41.
   c. Panels shall release at an internal pressure of 20 PSF.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturers with minimum 10 years experience in manufacture of similar products in successful use in similar applications.
B. Installer Qualifications: Experienced Installer with minimum of 5 years experience with successfully completed projects of a similar nature and scope.
C. Mockup required by FORMED METAL WALL PANELS specification is not required for exposed fastener explosion release insulated metal wall panel system.

1.5 ACTION SUBMITTALS

A. Provide the following Action Submittals in addition to all submittals specified for FORMED METAL WALL PANELS.
   1. Delegated Design Submittal to include all documentation specified under Performance Requirements, Delegated Design paragraphs above.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design Specification: CENTRIA, Special Requirements Products, Explosion Release Wall System.

   1. CENTRIA Architectural Systems; Moon Township, PA 15108-2944. Tel: (800)759-7474. Tel: (412)299-8000. Fax: (412)299-8317. Email: info@CENTRIA.com. Web: www.CENTRIA.com.
   2. Provide a system by the Basis of Design Specification manufacturer or equivalent system meeting all requirements of the Contract Documents by any other qualified manufacturer.

2.2 EXPOSED FASTENER PROFILE METAL WALL PANELS

A. Metal Wall Panels, General: Meet requirements specified in Related Specifications Sections Requirements except as follows:
   1. Fasteners shall be exposed, with explosion relief capability. Fasteners and fastener components are not required to meet fastener specifications of the Related Specifications Sections but shall be corrosion resistant and exposed portions shall match panel color.
   2. Panel exterior profile is not required to exactly match other wall panels on the project. Exterior panel color shall be selected from manufacturer's standard colors to complete the overall exterior color scheme of the building.
   3. Interior face of panel may be part of factory assembled panel or may be added in the field and shall be white.
   4. Provide manufacturer's standard insulation between interior and exterior panel faces, minimum insulating value of R-13. The finished assembly shall meet all requirements of the 2011 Ohio Building Code.

2.3 METAL WALL PANEL ACCESSORIES

A. Metal Wall Panel Accessories, General: Comply with indicated Related Specifications Requirements.

2.4 SECONDARY METAL FRAMING

A. Miscellaneous Framing Components, General:
1. All components shall be corrosion protected or corrosion resistant.
2. All components shall be selected by the Delegated Design professional engineer.

2.5 METAL WALL PANEL FINISHES

A. Exposed Coil-Coated Finish System: Comply with indicated Related Specifications Requirements.

PART 3 - EXECUTION

3.1 GENERAL

A. Comply with all applicable requirements of indicated Related Specifications Requirements.
B. Comply with all requirements of the approved Delegated Design submittals.

END OF SECTION

23 51 17 BREECHING, CHIMNEYS AND STACKS

PART 1 - GENERAL

1.1 Flue gas breeching and stack shall be provided to conduct flue gases from infrared radiant heaters to the discharge point out the side of the building, as shown on the drawings.

PART 2 - PRODUCTS

2.1 Two different breeching products are required. The single wall vent system specified below shall be used from the heater discharge to a point 24" away from the exterior wall. The double wall system specified below shall be used from that point to the termination.

2.2 Single wall breeching shall be a factory-built vent system constructed from type 304 stainless steel, utilizing overlapping V-bands and sealant to join adjacent lengths of vent pipe. Vent system shall be liquid tight, and shall carry UL listing. Venting system design shall meet all manufacturer's recommendations and shall accommodate thermal expansion.

2.3 Double wall breeching, for negative or neutral draft application, shall be a factory fabricated double wall flue gas conductor system. The system and its components shall be tested and UL listed as a Type B gas vent system. Pipe and fittings shall be double wall with air space between. Inner liner shall be aluminum and outer jacket shall be galvanized steel. The system shall carry a 1-year warranty.

2.4 The system shall be custom engineered, complete with straight length pipe, fittings, firestops, wall penetration assemblies, termination cap, wall and roof support assemblies, expansion compensators, and all accessories to provide a complete and operational system.

2.5 The system shall be engineered and manufactured by Van Packer, Schebler, Selkirk Metalbestos, or Metal Fab.

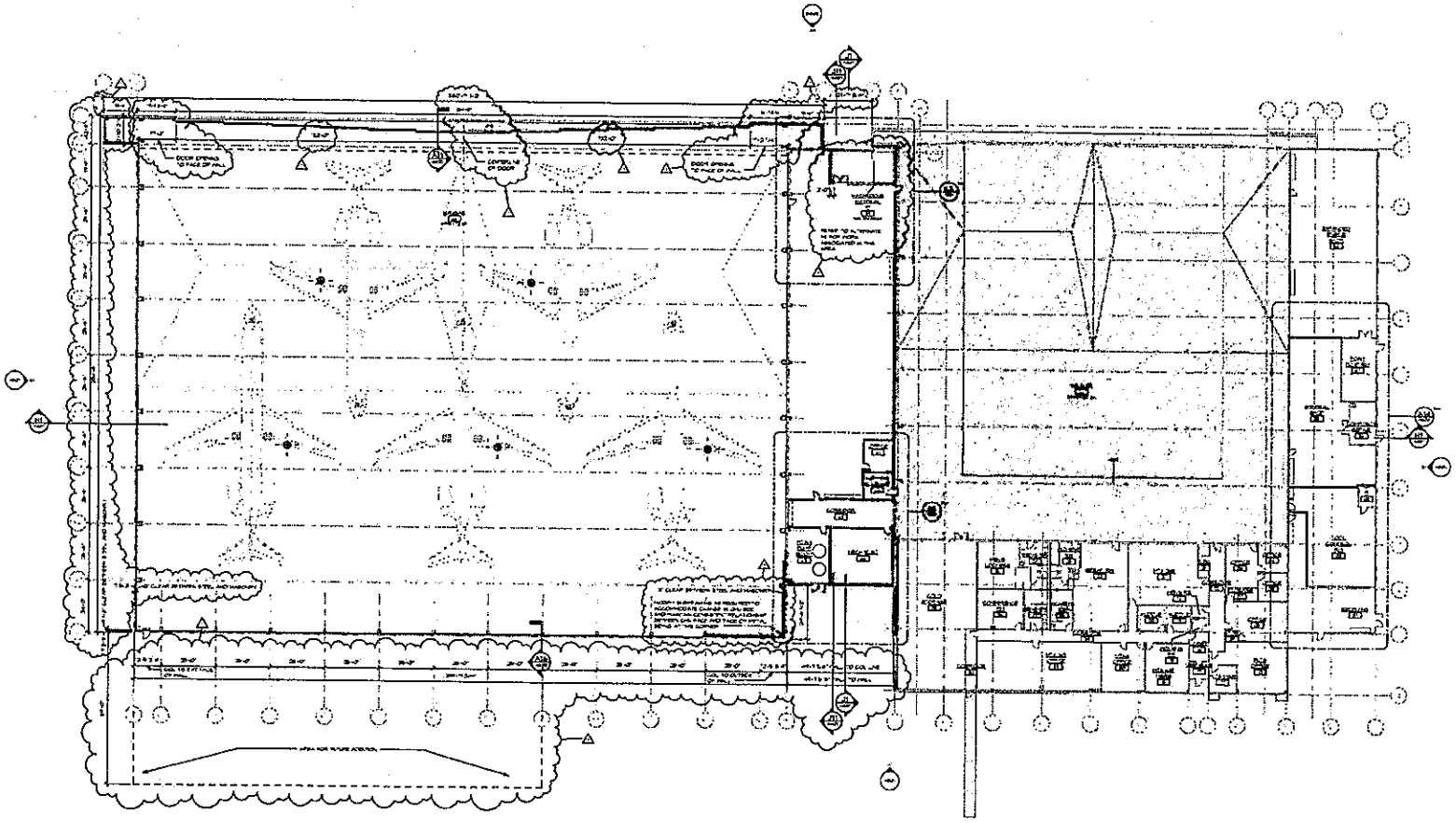
PART 3 - EXECUTION

3.1 The drawings show the intent of the venting system. The breeching manufacturer shall perform engineering, pressure and sizing calculations based on the actual equipment selected to ensure proper system venting performance.

3.2 Piping shall be assembled with silicone sealant or high temperature cement, as applicable, and inner and outer banding. Horizontal piping shall be suspended from the structure with hanger straps and rods. Minimum clearances from combustible and non-combustible materials required by Code and manufacturer's instructions shall be maintained. The entire installation shall be in accordance with manufacturer's instructions and recommendations, and applicable building codes.

3.3 For building side wall applications, terminate as described on drawings. All exterior material shall be stainless steel and not have the potential of rusting. Install mineral wool insulation in the sleeve to prevent condensation.

END OF SECTION



SHEET NOTES:

LWC

Dayton International Airport
3751 Cargo Road
Vandalia, OH 45377

Aircraft Maintenance Hangar

PHASE 3 - BUILDING PACKAGE

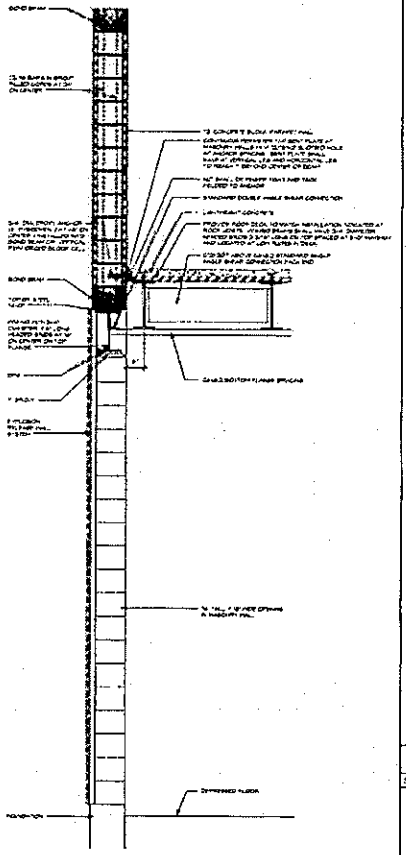
3751 Cargo Road
Vandalia, OH 45377

NEW WORK FLOOR PLAN

15618.00 | 07.31.2015

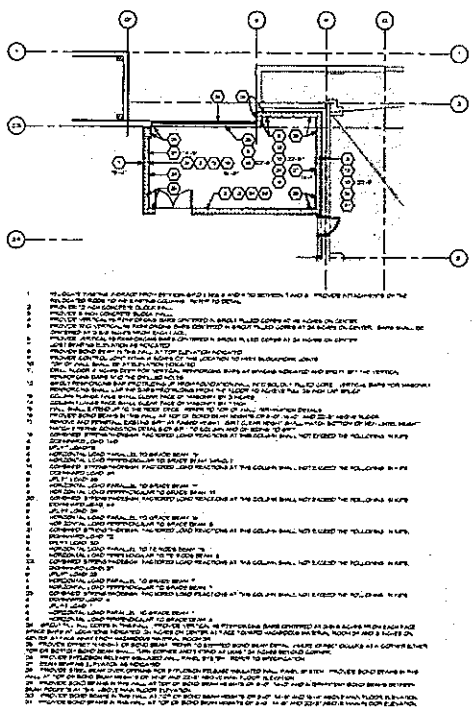
WJK/DCC | JCF | A101

A1 NEW WORK FLOOR PLAN



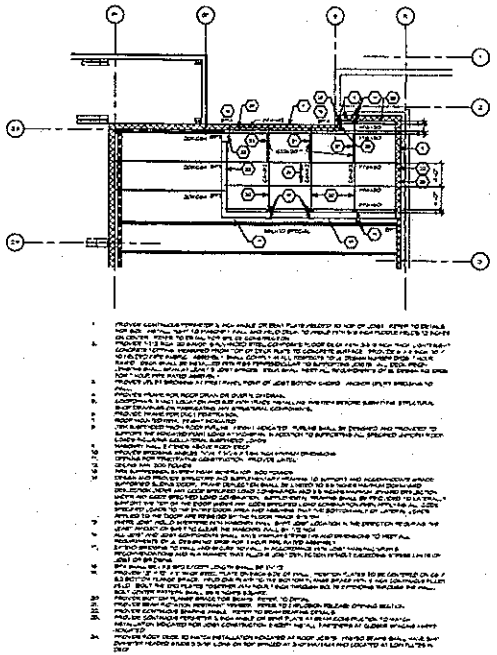
E1 EXPLOSION RELEASE OPENING SECTION

SCALE 3/4" = 1'-0"



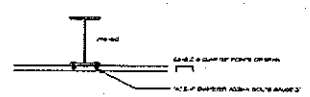
G7 H2 RM STRUCTURAL PLAN

SCALE 1/8" = 1'-0" A501



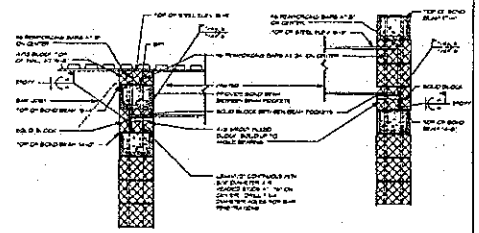
G14 H2 RM ROOF FRAMING PLAN

SCALE 1/8" = 1'-0" A501



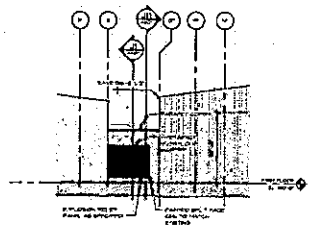
E7 BOTTOM FLANGE BRACING DETAIL

SCALE N.T.S.



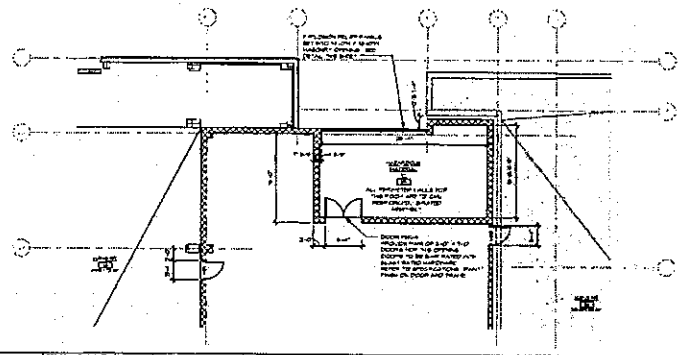
A1 BEAM BEARING DETAILS

SCALE 1/4" = 1'-0"



A7 NORTH ELEVATION - EXPLOSION RELIEF ALT #4

SCALE 1" = 1'-0" A101



A12 ENLARGED PLAN NORTH END CONNECTOR H2 ROOM

SCALE 1/8" = 1'-0" A501

SHEET NOTES:

GENERAL NOTES:

No.	Description / Submission	Date
1	ALT#4 - HAZARDOUS MATERIAL STORAGE ROOM	07.31.2015

LWC

Dayton International Airport
3751 Cargo Road
Vandalia, OH 45377

Aircraft Maintenance Hangar

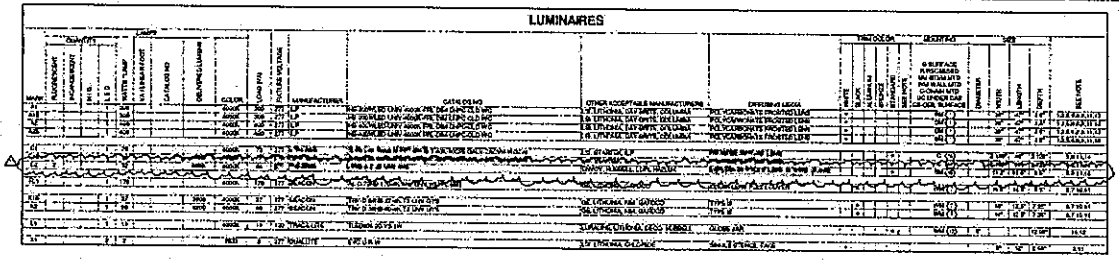
PHASE 2 - BUILDING PACKAGE

3751 Cargo Road
Vandalia, OH 45377

ALT#4 - HAZARDOUS MATERIAL STORAGE ROOM

Project No. 15618.00	Date 07.31.2015
Author	Drawing No. SK S4
Checked	

LUMINAIRES



LUMINAIRE SCHEDULE NOTES

1. PROVIDE SET UP WITH MANUFACTURER'S STANDARD MOUNTING HEIGHT AS INDICATED ON PLAN. PROVIDE ALL ACCESSORIES AND PARTS AND BUILDING FOR ROOM LIFT INSTALLATION. COORDINATE MOUNTING WITH OTHER TRADES.
2. COORDINATE EXACT MOUNTING ARRANGEMENT WITH CEILING AND WALL CONSTRUCTION PRIOR TO ORDER IN. WHERE INTERFERENCE WITH OTHER EQUIPMENT OCCURS, RELOCATE AS DIRECTED BY ARCHITECT.
3. SEE MULTIPLE SETUPS FROM DESIGN MANUFACTURER.
4. NOTE NOT USED
5. PROVIDE CEILING ADAPTERS FOR RECESSED FIXTURES SUITED TO FLAT CEILING IN PLACE. TO OBTAIN A NEAT AND FINISHED APPEARANCE. CHOOSE PROPER SIZE FOR EACH FIXTURE. ADJUSTABLE TYPE WITH 4 AT ROTATED ON PLAN TO SUIT PLANS. ACTUAL ADJUSTMENT ALL CUT AT SITE. SUPPORT HANGERS, CHAIN GAS, SUPPORTS, SETTINGS AND ALL OTHER MISCELLANEOUS MATERIALS TO OBTAIN A COMPLETE INSTALLATION.
6. PROVIDE SET UP WITH COLD WEATHER BALLAST.
7. INSTALL LUMINAIRE AT HEIGHT AS INDICATED ON PLAN. VERIFY WALL LOCATION WITH ARCHITECT PRIOR TO ROUGH IN. REFER TO SECTION 26 0000 CONFLICT WITH EQUIPMENT AND MINOR SITE ALTERATIONS.
8. PROVIDE WATERPROOF GASKET.
9. PROVIDE WATERPROOF FIXTURE.
10. LISTED STANDARD ACCEPTABLE MANUFACTURERS SHALL BE SUBMITTED BY POINT DRAWINGS WITH BOX DRAWING & SCHEDULE OF TOTAL WEIGHT. MOUNTING METHOD LOCATION AND NUMBER OF FIXTURES TO BE SUBMITTED TO ARCHITECT FOR APPROVAL. LAYOUT SHALL MEET THE APPROVAL OF THE ENGINEER, ARCHITECT AND LIGHT LEVELS MUST MEET THE MINIMUM REQUIRED BY ALL THE SUBJECTED.
11. PROVIDE FIXTURE WITH 2" MIN. FLANGE, SOLID & FLAT SURFACE MOUNT, RECESSED MOUNTING ADJUSTABLE TO SUIT CEILING CONDITION.
12. PROVIDE WITH UNIVERSAL VOLTAGE TYPE BALLAST.
13. PROVIDE WITH 2 SPEED MOTOR FOR EQUIPMENT WITH FULL MOUNT SET UP FOR EQUIPMENT.
14. PROVIDE WITH 2 WIRE LEAD WITH CONNECTOR FOR EQUIPMENT WITH FULL MOUNT SET UP FOR EQUIPMENT.
15. PROVIDE WITH 2 WIRE LEAD WITH CONNECTOR FOR EQUIPMENT WITH FULL MOUNT SET UP FOR EQUIPMENT.
16. INSTALL FIXTURES AT 6'-0" A.F.F. UNLESS NOTED OTHERWISE. PROVIDE ALL STEM, CHAIN, CABLE BRACKETS, ETC. FOR A COMPLETE JOB. ALL MATERIALS FOR A COMPLETE INSTALLATION.
17. PROVIDE SET UP AT HIGH THROUGH FOR LOCATION PLANS.

DETAIL NOTES

1. SEE NOTE NO. 01 SEC. 16 FOR INFORMATION AS RECOMMENDED BY SUPPLIER OF TRANSFORMER. 115 VAC PRIMARIES (208 WYE 480 V)
2. PLA DRAWN UNDER STRUCTURE PAD TO EXTEND 3'0" BEYOND EDGE OF PAD (2 SIDES).
3. SEE PLAN AND INSTALLED FOR PLUMBING AND BUTT OF CONDUIT.
4. GROUND WIRE #1/0 AWG COPPER UNLESS OTHERWISE SHOWN.
5. 3/4" EMPTY GROUND TYPE UNLESS OTHERWISE SHOWN.
6. SET #1/0 AWG COPPER GROUNDING INSTALL.
7. CONCRETE DUCT ENCASEMENT
8. PROVIDE CONDUITS FOR PIPES TO BASE FURNISHED FINISH AND 3/4" DIAMETER CONDUITS.
9. INSTALL TYPE SOLAND WHERE EXPOSED. CONNECTING OF SCHEDULE 40 PVC RIGID NON-METALLIC CONDUIT AND BELOW GRADE WITH TWO PIECE PLUG WITH CONCRETE, SET # 24 VOLUMES AND WITH TWO PIECE CONDUITS.
10. ALL BRANCH AND SLOW DOWN UNDERGROUND CONDUITS TO HAVE LONG RADIUS BEND SHOWN. PROVIDE ADAPTER FROM PVC TO RIGID METALLIC CONDUIT AND BELOW GRADE CONCRETE PAD.
11. A MINIMUM OF 40" CLEARANCE MUST BE MAINTAINED IN FRONT OF TRANSFORMER AND OTHER ELECTRICAL DISTRIBUTION EQUIPMENT.
12. REFER TO SPEC SECTION 26 24 13 FOR SWITCHBOARDS. COORDINATE WITH WORK AND SERVICE ENTRANCE REQUIREMENTS WITH POWER COMPANY.

GENERAL DETAIL NOTES

A. COORDINATE EXACT LOCATION PAD SIZE, CONDUIT ENTRY REQUIREMENTS TO MAINTAIN 3'-0" CLEARANCE BETWEEN EQUIPMENT AND SIDE OF DOOR OPENING. ALL SIZES OF EQUIPMENT AND ENTRANCE MUST BE COORDINATED WITH EQUIPMENT SUPPLIER. ADJUST LOCATION IN ACCORDANCE WITH FINAL EQUIPMENT SELECTION. REFER TO SPEC SECTION 26 12 13 FOR ADDITIONAL INFORMATION ON TRANSFORMER PADS. REFER TO SPEC SECTION 26 24 13 FOR ADDITIONAL INFORMATION ON SWITCHBOARDS. NOTE POWER COMPANY PRACTICES MAY VARY AND MUST BE FOLLOWED.

A ELECTRICAL DISTRIBUTION CENTER & TRANSFORMER PAD

SCALE: NONE

GENERAL NOTES

A. INTENT OF DETAIL IS FOR SWITCHES TO PROVIDE MANUAL ON/OFF OF THE LIGHTING IN SPACE. AUTO-OFF OPERATION OF ALL UNITS (VACANCY MODE) WILL BE PROVIDED BY THE INSTALLED SENSOR(S).

B. DETAIL IS SCHEMATIC IN NATURE, REFER TO MANUFACTURERS SPECIFIC WIRING DIAGRAMS FOR EXACT WIRING INFORMATION AND PROVIDE ACCORDINGLY.

C. EQUIPMENT SUPPLIER/ ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COST FOR DEVIATIONS EXCLUDED FROM INITIAL BID TO A DIFFERENT SYSTEM SELECTION.

D. SENSOR POWER PACK AT OR ABOVE CEILING ABOVE WALL SWITCH LOCATION. PROVIDE QUANTITY OF POWER PACKS FOR CIRCUITS AS NOTED.

E. ALL EQUIPMENT SHALL BE MOUNTED IN AN ENCLOSURE PER THE MANUFACTURERS DIRECTIONS.

F. QUANTITY OF WIRELESS EQUIPMENT (OCCUPANCY SENSOR, PHOTO SENSOR, AND POWER PACKS) IS APPROXIMATE OR SHOWN TO CONVEY INTENT. CONTRACTOR SHALL COORDINATE WITH MANUFACTURER FOR EXACT QUANTITY OF POWER PACKS. ADDITIONAL SENSORS MAY BE REQUIRED TO PROVIDE COMPLETE COVERAGE OF SPACE AND ANY ADDITIONAL EQUIPMENT TO MAKE A COMPLETE AND DYNAMIC SYSTEM. COORDINATE FINAL COMPONENT MOUNTING LOCATIONS FOR PROPER CLEARANCE AND ACCURATE SPACE COVERAGE PRIOR TO ROUGH-IN.

B LIGHTING CONTROL DETAIL

SCALE: NONE

C AUTOMATIC LIGHTING CONTROLS

SCALE: NONE

GENERAL NOTES

A. PROVIDE BARRIERS IN CONTACTORS BETWEEN CIRCUITS WITH DIFFERENT VOLTAGES OR PHASE ORIENTATION. CLEARLY LABEL ALL WIRING AS TO PANEL/CIRCUIT.

B. LEAVE SLACK IN ALL CONNECTIONS SUCH THAT THEY MAY BE MOVED FROM ONE CONTACTOR TO THE OTHER.

C. INTENT IS FOR LIGHTING TO BE INTERNALLY CONTROLLED BY TIME OF DAY PROTOCOLS, AND WHERE OF AN EMERGENCY ON FLOOR PLANS THRU THE DEVICE, OCCUPANCY AND PHOTO SENSING SIMULATING. THE CONTRACTOR THREE FLOOR PLANS SHALL BE SHARED TO THIS INTENT FOR NATURAL SHARING OF LIGHTING. WHERE IN DEVICES PER MANUFACTURERS WIRING INSTRUCTIONS AND PROVIDE ALL RELAYS, DRY CONTACTS, POWER PACKS, LINKS AND MATERIAL FOR A COMPLETE AND OPERATIONAL SYSTEM. COORDINATE TIME OF DAY AND RANGE SCHEDULE WITH OWNER AND PROGRAM DEVICE ACCORDINGLY.

D TYPICAL CONDUIT AND WALL PENETRATIONS

SCALE: NONE

GENERAL DETAIL NOTES

A. ALL PENETRATIONS FROM NON-FIRE RATED SPACE SHALL BE SEALED IN THE MANNER

B. ALL PENETRATIONS THRU A FIRE RATED WALL OR FLOOR ROOF SHALL WALLS SHALL BE SEALED IN THE MANNER

C. WHERE WALLS ARE PARTIALLY FIRE RATED, ALL BOUNDARY BUT FOLLOW MATERIAL AND INSTALLATION REQUIREMENTS PER MANUFACTURER AND FIRE PROOFING SPECIFICATIONS.

E SINGLE DOOR WITH LATCH AND CARD READER

SCALE: NONE

F EMERGENCY LIGHTING CONTROL - LINE VOLTAGE

SCALE: NONE

G EMERGENCY LIGHTING CONTROL - LOW VOLTAGE

SCALE: NONE

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Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

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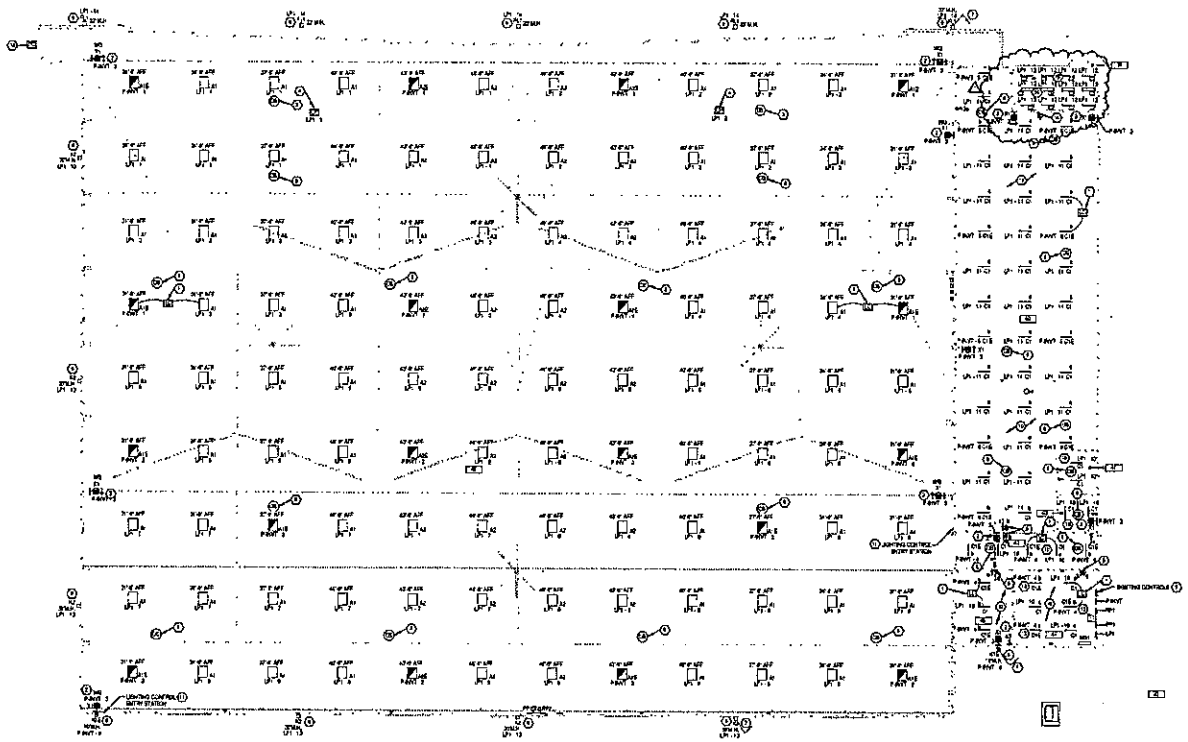
Vandalia, OH 45377

LIGHTING FIXTURE SCHEDULE

Project No.	14605.00
Date	07.29.2015
Drawn By	JAE
Sheet No.	E004
Checked By	N/A

Heapy Engineering



1 FIRST FLOOR LIGHTING - AREA A

SCALE: 1/16" = 1'-0"

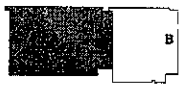
SHEET NOTES:

1. PROVIDE LOW-TEMP CONTACTOR FOR CONTROL OF EMERGENCY LIGHTING UPON LOSS OF NORMAL POWER. REFER TO DET A/E-7.0, SHEET E6H.
2. WIRE ALL EXIT LIGHTING ON COMMON EMERGENCY CIRCUIT. IF ANY IS WIRED OF ANY WALL LOCAL SWITCHES AND SENSORS, EXIT LIGHTS SHALL BE ON 24 HOURS PER ALL EXIT LIGHT CIRCUITS WITH 2 FIX 1 PHASE AND 24 HC THROUGHOUT.
3. PHOTO SENSOR, SUNSWITCH OR DAYMINDER SHOCK TYPE MOUNTING AND ORIENTATION PER APPROVAL PRIOR TO THE WORK. EITHER SHALL CONTROL AN AMOUNT OF DAYLIGHT ADMITTED INTO AN AREA OF APPROX. GRIDT FOOT FROM SOME OF SKYLITES ACRE MEDIUM SIZE, CLOSEST TO THE LARGE WINDOW SOURCE. ALL LIGHT FIXTURES WITHIN LINE WITH PHOTO SENSOR SHALL BE FROM THE SAME LIGHTING CONTROL ZONE. REFER TO DETAIL 8, SHEET E6H, AND SPEC SECTION 26 09 43 FOR MORE INFORMATION AND FURTHER INFORMATION.
4. POWER SUPPLY PACK. PROVIDE WIRING TO EACH LUMINAIRE IN THIS SPACE WITH PROGRAMMING TO GET AN EXIT DRIVE LUMINAIRE IN ACCORDANCE TO PAR 8.3, INSTRUCTIONS AND ASSOCIATED DETAIL 8, SHEET E6H. PROVIDE FOUR ROWS OF 40" LONG AT WORK HEIGHT CLOSEST TO THE LARGE WINDOW SOURCE IN THIS SPACE SHALL BE PROVIDED WITH DIMMING BALLAST. FOR DETAIL 8, SHEET E6H.
5. LIGHTING CONTROL PANEL: REFER TO DETAIL 8, SHEET E6H, AND SPEC SECTION 26 09 43 FOR INFINITY® INFORMATION. PANEL SHALL HAVE DIGITAL INTERFACE SCREEN FOR PROGRAMMING CONTROLS MOUNTED TO DOOR PER DETAIL 8.
6. EXTERIOR WALL MOUNTED LIGHT FIXTURE COORDINATE MOUNTING HEIGHT WITH ARCHITECT PRIOR TO ROUGH-IN. THESE FIXTURES ARE TO BE SWITCHED THROUGH ULTIMATE LENGTH EACH FOUR. REFER TO DETAILS 8 SHEET E6H.
7. PROVIDE 277V LIGHTING CIRCUIT (3 #12 THWN IN 1" C. THRU 4x4 OUTLET BOX INDICATED DRAWING. RUN CIRCUIT TO OCCUPANCY/PHOTO CONTROL LOCATED ADJACENT TO ELECTRIC PANEL LOCATED IN MAIN ELECTRICAL ROOM. REFER TO LIGHTING CONTROL DETAILS SHEET E6H.
8. OCCUPANCY SENSOR FOR AUTOMATIC ON/OFF OF LIGHTING. OCCUPANCY SENSOR SHALL CONTROL ALL ZONES OF LIGHTING IN THIS SPACE. PROVIDE ALL NECESSARY POWER PACKS, INTERFACE EQUIPMENT, DRY CONTACTS, WIRING, LINE OF SIGHT MATERIAL TO ACHIEVE CONTROL AS NOTED. REFER TO DETAIL 8, SHEET E6H FOR FURTHER INFORMATION.
9. PROVIDE DIVIDER PLATE IN SWITCH ENCLOSURES TO SEPARATE NORMAL AND EMERGENCY POWERED LIGHTING CIRCUITS.
10. MOUNT EXIT LIGHTS TO UNDERSIDE OF STRUCTURE AT APPROXIMATELY 10'-0" (+) AFF, FOLLOWING THE SLOPE OF THE STRUCTURE. COORDINATE EXACT HEIGHT AND LOCATION WITH ARCHITECTURAL CONDITIONS PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.
11. PROVIDE EQUIP BUTTON SWITCH STATION (ON, OFF, ENABLE LOWER) FOR CONTROL OF LIGHTING IN HANGAR SPACE. PANEL AND LOWER DOOR SHALL BE "DPS ENGINEERED" SYSTEMS WITH CUSTOMIZED MARKING. COORDINATE EXACT MOUNTING LOCATION WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.
12. PROVIDE 3-NOTCH MOUNTED PHOTOCELL AND STATE WIDE LIGHTING CONTROL SYSTEM PER SPEC SECTION 26 09 43. MOUNT PHOTOCELL 300 THAT BUILDING DESIGN "C" ENTERPRISES WITH CUSTOMIZED MARKING. COORDINATE EXACT MOUNTING LOCATION WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.
13. PROVIDE BUSINESS INVESTMENT MARKING DIMMER (OR APPROVED EQUAL) TO CONTROL AND LIGHT LEVELS OF HOURS.
14. PROVIDE LIGHT SWITCH IN SUPPLY AND LARGER ROOM IN AREA. SET NEAR DOOR TO ROOM. SWITCH SHALL HAVE PILOT LIGHT TO INDICATE WHEN RECEIVED IN THIS SPACE AREA ON.
15. ROOM TO HAVE A PERSON WHO HAVE EXPLOSION PROOF DEVICES. IF C. SHALL PROVIDE SEALED RETAINER ON ALL CONDUITS ENTERED THIS SPACE IT 20 NEC ARTICLE 500.

AREA "A" SPACE SCHEDULE

NUMBER	NAME	COMMENTS
100	MAINTENANCE MATERIAL	
101	PARTS STORAGE	
102	OFFICE	
103	TIRE STORAGE	
104	CORRIDOR	
105	CORRIDOR	
106	SHOP/FIELD	
107	TOILET ROOM	
108	JANITOR	

KEY PLAN:



KEY PLAN - AREA A

SCALE: NONE

No.	Revisions / Addendum	Date
1	PHASE 2 ADDENDUM 1	08.10.2015

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Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

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FIRST FLOOR LIGHTING - AREA A

Issue No.	Date
14606.00	07.29.2015
Drawn: JAE	Drawing No. E100
Checked: NJA	

Heapy Engineering

PROJECT NO. 2015-0008, REVISION 00.00

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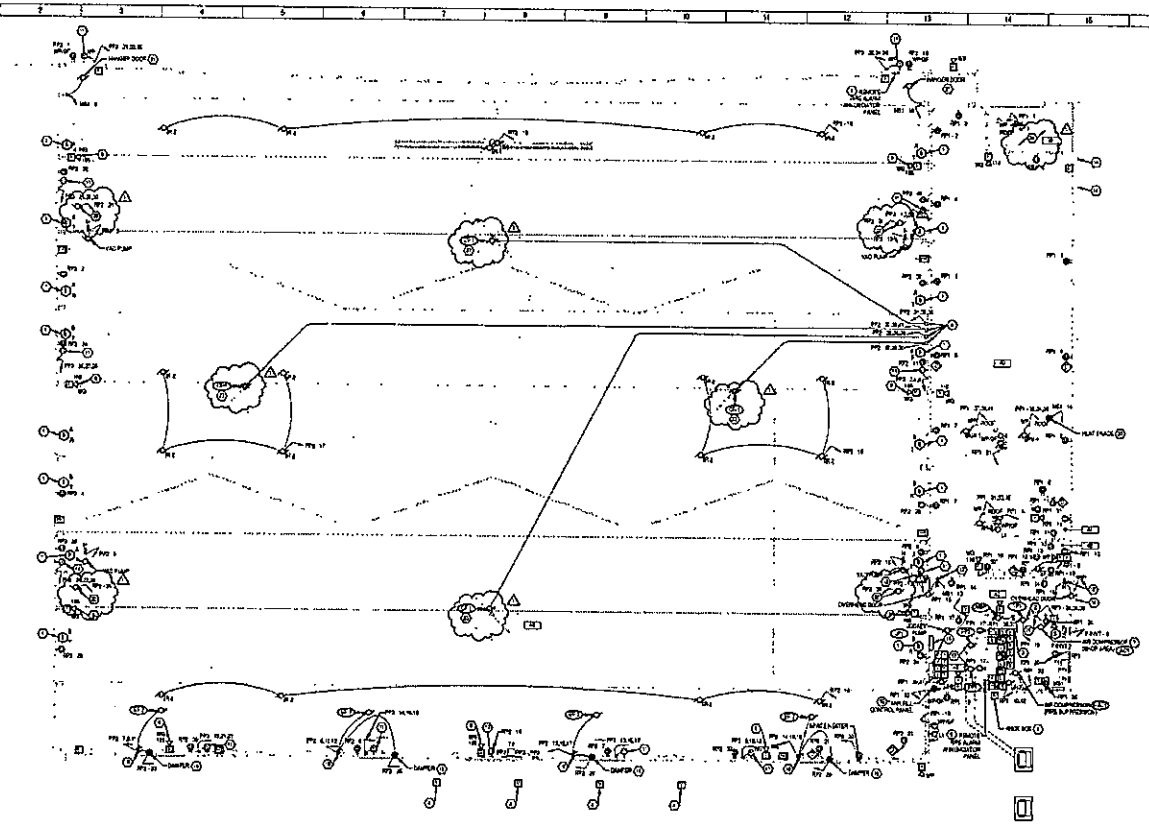


1 FIRST FLOOR POWER & SYSTEMS - AREA A

SCALE: 1/16"=1'-0"

NOTE:
ALL EXISTING HEATERS AND DEVICES TO BE MOUNTED AS LOWER THAN AT OR EQUAL TO DIMENSIONS ON THE PLANS. REFER TO ELEVATIONS AND NOTES ON DRAWINGS FOR EXACT MOUNTING HEIGHTS

AREA "A" SPACE SCHEDULE

Number	Name
101	HANGAR/MAINTENANCE
102	PARTS STORAGE
103	OFFICE
104	OLD HANGAR STORAGE
105	CORRIDOR
106	MEN'S W.C.
107	WOMEN'S W.C.
108	JANITOR

FIRE ALARM SEQUENCE OF OPERATIONS

		Control Unit Annunciation									Fire Control					Notification				
		Activate Common Alarm Visual Indicators	Activate Audible Alarm Signal	Activate Common Supervisory Visual Indicators	Activate Audible Supervisory Signal	Activate Common Trouble Visual Indicator	Activate Audible Trouble Signal	Activate Fire Alarm Visual Indicators	Activate Fire Alarm Voice Messages	Activate Elevator Recall Control System	Activate Fire Pump(s) Control System	Activate Fire Suppression System Release Control Solenoid	Activate Fire Suppression System Abort Control	Activate Door Holder(s)	Activate Magnetic Hold-Open Devices	Activate Occupant Notification Appliances	Transmit Fire Alarm Signal to Supervising Station	Transmit Trouble Signal to Supervising Station	Transmit Supervisory Signal to Supervising Station
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Waterflow - Wet Pipe Systems	1	X	X					X							X	X	X	X		
Waterflow - Dluge Deluge Systems	2	X	X					X							X	X	X	X		
Activation - Manual Fire Alarm Systems	3	X	X					X							X	X	X	X		
Activation - Protection Systems 1	4	X	X					X	X						X	X	X	X		
Activation - Protection Systems 2	5	X	X					X	X						X	X	X	X		
Control or Control Valve(s)	6			X	X			X											X	
Low Air Pressure - Protection Systems 1	7			X	X			X											X	
Low Air Pressure - Protection Systems 2	8			X	X			X											X	
Circuits Disabled - Event Detected	9	X	X					X												
Trouble - Event Detected	10					X	X	X												
Manual Fire Alarm Boxes	11	X	X					X												
Manual Fire Alarm System Activation Boxes	12	X	X					X												
Fire Pump - Running	13	X	X					X												
Fire Pump - Failure to Start	14			X	X			X											X	
Fire Pump - Phase Reversal	15			X	X			X											X	
Fire Pump - Loss of Phase	16			X	X			X											X	
Fire Alarm Systems - Power Supply	17			F	S														X	
Fire Alarm System - Low Battery	18					X	X												X	
Open Circuit	19					X	X												X	
Ground Fault	20					X	X												X	
Notification Appliance Short Circuit	21					X	X												X	

Heapy Engineering

PROJECT NO. 2015-0701-0 DRAWING NO. E200

SHEET NOTES:

1 SMOKE ALARM DETECTOR OR INDICATOR RECEIVER, INDICATES "PROXIMITY" OF APPROACHING PLANE. IF A SIGNAL IS FOUND BY RADAR TO HAVE MISSION OR IS FOUND TO BE FURTHER INFORMATION. MOUNT AT APPROXIMATELY 72" AT AIR. COORDINATE EXACT MOUNTING HEIGHT WITH OTHER TRADES PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

2 PROVIDE 120V CONTROL CIRCUIT FOR ELECTRIC DRAFT DAMPER. COORDINATE DUCT REQUIREMENTS WITH M.C. PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

3 PROVIDE 24V, 3 AMP, 1 PHASE BRANCH CIRCUIT WITH 3/4" CONDUIT IN M.C. TO DETAIL WATER HEATER. RUN CIRCUIT IN SHALL SHEETROCK MOUNTED 12" WATER HEATER. COORDINATE EXACT ELECTRICAL REQUIREMENTS AND MOUNTING HEIGHT WITH OTHER TRADES PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

4 PROVIDE FIRE ALARM DEVICE WIRING TO IN ETC. IN FIRE SUPPRESSION MANUAL. COORDINATE EXACT LOCATION OF DEVICE AND REQUIREMENTS WITH FIRE SUPPRESSION CONTRACTOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

5 VERIFY EXACT MOUNTING LOCATION WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

6 PROVIDE PROTECTION PER N.E.C. 70 TO THE ALARM CONTROL PANEL FOR SUPPLEMENTAL. REFER TO SPECIFICATION SECTION 26 27 00. COORDINATE LOCATION, MOUNTING HEIGHT, AND ANY ADDITIONAL REQUIREMENTS WITH LOCAL AHJ. MATERIALS PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

7 OWNER'S AIR-HEAD AIR COMPRESSOR INSTALLED BY PC AHEAD BY E.C. E.C. SHALL WIRE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR A COMPLETE AND OPERATIONAL SYSTEM.

8 FIRE ALARM TAMPER SPST @ BREAKER AND STROKE. COORDINATE INSTALLATION WITH FIRE ALARM SUPPLIER. ELECTRICAL AND ACCESSORY PROVIDED BY E.C. PROVIDE ALL LABOR AND MATERIAL FOR A COMPLETE AND OPERATIONAL INSTALLATION.

9 VFD CONTROLLERS FOR CEILING FANS INSTALLED BY C.I. SUPPLIED BY E.C. E.C. SHALL WIRE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR A COMPLETE AND OPERATIONAL INSTALLATION.

10 PROVIDE 120V CONTROL CIRCUIT WITH 3/4" E.M.T. PER N.E.C. 70 TO ALARM DEVICE WIRING AND TIE IN TO FIRE ALARM BY OTHERS PER E.C. INSTRUCTIONS.

11 E.C. SHALL PROVIDE CONDUIT AND WIRING FROM FIRED DISCONNECT WITH 3/4" C.I. WIRE PER N.E.C. 70 OR APPROVED EQUAL FOR INSTALLATION. SHALL MATCH THAT INSTALLED IN EXISTING FBA HANGAR. RUN BRANCH CIRCUIT WITH 3 #12 AWG THHN.

12 PROVIDE MOMENTARY POWER RATED 15 AMP BUTTON SWITCH FOR CONTROL OF OVERHEAD DOOR (QTY. SEPARATE 1 REQ'D). BE AWARE FOR LOCATION OF OVERHEAD DOOR PER E.C.S. INSTRUCTIONS. PROVIDE 120V 1PH, 15A BRANCH CIRCUIT WITH 3/4" E.M.T. AND #12 THHN. TO MOTOR DOOR. VERIFY EXACT ELECTRICAL CHARACTERISTICS WITH E.C. PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

13 PROVIDE DUPLEX RECEPTACLE 4 FOOT ABOVE FLOOR OR ROOF TO SERVE BUILDING MOUNTED DEVICE. VERIFY EXACT MOUNTING LOCATION WITH ARCHITECT PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

14 E.C. IS RESPONSIBLE TO PROVIDE LIGHT SWITCH, CONTROL CONDUCTS AND BRANCH CIRCUITS AS NOTED TO THIS WALL. WHERE ON DOORS ARE SEEN AS PART OF INTERCEPT AND SELECT FOR LOCATION INCLUDING, BUT LIMITING WINDOW AND DOOR OPENINGS, TO REVIEW ALL MAJOR MECHANICAL FOR A COMPLETE AND OPERATIONAL INSTALLATION.

15 PROVIDE 20A, 30W 3PH 4W NON-FUSED MOTOR DISCONNECT. REFER TO NOTE 1 THIS SHEET FOR WIRING.

16 FIRE ALARM CONTROLLER PROVIDED BY E.C., WIRED BY E.C. COORDINATE EXACT LOCATION WITH E.C. PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY. WIRE PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS.

17 FIRE ALARM PROVIDED BY E.C., WIRED BY E.C. COORDINATE EXACT LOCATION WITH E.C. PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY. WIRE PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION.

18 PROVIDE INTERCONNECT FOR SWITCH WITH MANUAL CONTROL OF FAN WIRE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

19 POWERED DAMPER. DAMPER SHALL OPEN WHEN FAN IS IN OPERATION. WIRE SO THAT FAN AND DAMPER OPERATE PROPERLY. COORDINATE WORK WITH H.C. PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

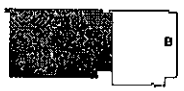
20 HEATER APPROPRIATE WITH ROOFTOP UNIT. PROVIDE SEPARATE BRANCH CIRCUIT AS INDICATED ON KEY SCHEDULE ON SHEET E201. WIRE IN ACCORDANCE WITH E.S. INSTRUCTIONS.

21 E.C. SHALL WIRE MAGNA DOOR FOR E.S. INSTRUCTIONS. SUMMER INTO HANGAR DOOR CONTROLLER WHICH POWER ALL LABOR AND MATERIAL FOR A COMPLETE AND OPERATIONAL SYSTEM.

22 POWERED AIR INTAKE. PROVIDE 120V 20A BRANCH CIRCUIT WITH #12 AWG THHN IN 3/4" E.M.T. CONDUIT AS POWERED AIR INTAKE PER OWNER'S SPECIFICATIONS. COORDINATE THIS WORK WITH THE FIRE ALARM SUPPLIER PRIOR TO ROUGH-IN AND PROVIDE ACCORDINGLY.

23 PROVIDE 3 #12 THHN AND 3/4" E.M.T. CONDUIT FROM FIRE ALARM PANEL TO FIRE ALARM DEVICE. E.C. SHALL PROVIDE ADDITIONAL WIRING AS REQUIRED BY FIRE ALARM SUPPLIER.

Key Plan



KEY PLAN - AREA A

SCALE: NONE

No.	Issue	Date
1	PHASE 2 - ADDENDUM 1	08.10.2015

LWC INCORPORATED

Dayton International Airport
3600 Terminal Drive, E. Suite
Vandalia, OH 45377

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

FIRST FLOOR POWER - AREA A

Project No.	14605.00
Date	07.20.2015
Drawn	JAE
Drawing No.	E200
Checked	NJA

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VALVES AND FITTINGS

DOUBLE LINE | SINGLE LINE

[illegible]

GENERAL FLOOR PLAN NOTES

[illegible]

PLUMBING AND FIRE SUPPRESSION PIPING DESIGNATIONS

[illegible]

FIRE SUPPRESSION SYMBOLS

DOUBLE LINE | SINGLE LINE

[illegible]

PIPING SYMBOLS

DOUBLE LINE | SINGLE LINE

[illegible]

PLUMBING AND FIRE SUPPRESSION ABBREVIATIONS

[illegible]

NOTE: ALL SYMBOLS AND ABBREVIATIONS ARE SUBJECT TO MODIFICATIONS ON OTHER DRAWINGS.

ALL SYMBOLS OR ABBREVIATIONS MIGHT NOT NECESSARILY BE USED ON THIS PROJECT.

PLUMBING\FIRE SUPPRESSION GENERAL NOTES

[illegible]

FIRE SUPPRESSION DESIGN NOTES

[illegible]

PLUMBING INDEX OF DRAWINGS-PHASE 2

Sheet Number	Sheet Name
FP001	LEGEND, NOTES AND INDEX OF DRAWINGS
[illegible]	[illegible]
[illegible]	[illegible]
FP100	[illegible]
FP101	FIRST FLOOR PLAN - AREA B
FP201	PLUMBING AND FIRE SUPPRESSION MECHANICAL ROOMS
[illegible]	[illegible]

SHEET NOTES:

GENERAL NOTES:

KEY PLAN:

No.	Revision / Submission	Date
2	PHASE 2 - ADDENDUM 1	[illegible]

LWC INCORPORATED

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Aircraft Maintenance Hangar

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LEGEND, NOTES AND INDEX OF DRAWINGS

STATE OF OHIO

Heapy Engineering

14605.00	07.29.2015
CSS	FP001
DMH	

PLUMBING FIXTURES

[illegible]

MARK	DESCRIPTION	MOUNTING HEIGHT	FLOW: GPM	FLOW: GPF	CONTROL				SUPPLY: COLD WATER	HOT WATER	TEMPERED	NAT GAS	WASTE & VENT								FIXTURE: MFR	CAT NO	SUPPLY TRIM: MFR	CAT NO	SUPPLY / STOP: MFR	CAT NO	WASTE TRIM: MFR	CAT NO	MFR	CAT NO	MFR	CAT NO	SEE NOTE
[illegible]	WASH FOUNTAIN	[illegible]	[illegible]		[illegible]				[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				[illegible]	[illegible]	[illegible]	INTEGRAL		BALL VALVE		INTEGRAL	–	ROUGH			
[illegible]	EMERGENCY EYE/FACE WASH [illegible]	[illegible]	[illegible]		[illegible]						[illegible]		[illegible]		[illegible]	[illegible]		[illegible]			[illegible]	[illegible]	[illegible]	INTEGRAL		BALL VALVE			[illegible]	ROUGH	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			[illegible]				[illegible]													[illegible]			[illegible]	BALL VALVE			–		–		

DRAINS

[illegible]

MARK	CATALOG NOS.	[illegible]
[illegible]	[illegible]	[illegible]

EQUIPMENT DATA

[illegible]

EQUIPMENT DATA

[illegible]

NATURAL GAS DEMAND

[illegible]

			Control Unit Annunciation							Fire Control					Notification			
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Devices	Waterflow - Wet Pipe System	1	X	X					X				X	X	X	X		
	Waterflow - Foam Deluge System	2	X	X					X				X	X	X	X		
	Waterflow - Hand Hose Foam System	3	X	X					X				X	X	X	X		
	Waterflow - Preaction System 1	4	X	X					X	X			X	X	X	X		
	Waterflow - Preaction System 2	5	X	X					X	X			X	X	X	X		
	Sprinkler Control Valve(s)	6			X	X			X								X	
	Low Air Pressure - Preaction System 1	7			X	X			X			X					X	
	Low Air Pressure - Preaction System 2	8			X	X			X			X					X	
	Smoke Detector - Beam Detector	9	X	X					X		X			X	X	X		
	Trouble - Beam Detector	10					X	X	X									X
	Manual Fire Alarm Station	11	X	X					X					X	X	X		
	Manual Foam System Activation Station	12	X	X					X	X				X		X		
	Fire Pump - Running	13	X	X					X					X		X		
	Fire Pump - Failure to Start	14			X	X			X								X	
	Fire Pump - Phase Reversal	15			X	X			X								X	
	Fire Pump - Loss of Phase	16			X	X			X								X	
	Fire Alarm System - Power Failure	17			X	X											X	
	Fire Alarm System - Low Battery	18					X	X										X
	Open Circuit	19					X	X										X
	Ground Fault	20					X	X										X
	Notification Appliance Short Circuit	21					X	X										X

FIRE PUMP SCHEMATIC

GENERAL NOTES:

KEY PLAN:

No.	Revisions / Submissions	Date
[illegible]	PHASE 2 - ADDENDUM 1	[illegible]

LWC INCORPORATED

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Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

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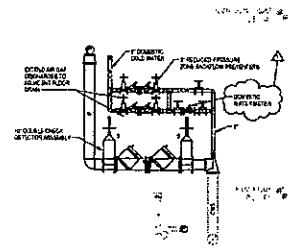
SCHEDULES AND EQUIPMENT DATA

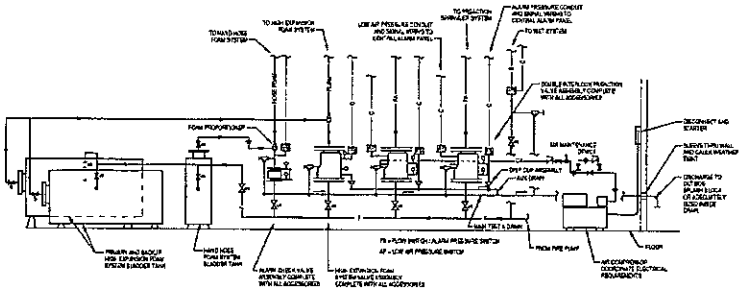
Heapy Engineering

STATE OF OHIO

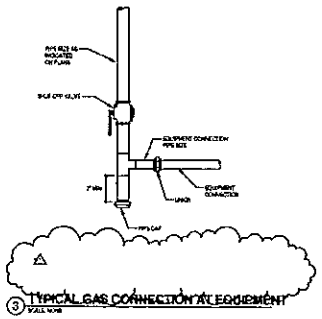
14605.00	07.29.2015
CSS	FP002
DMH	



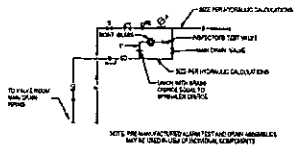
1 WATER SERVICE



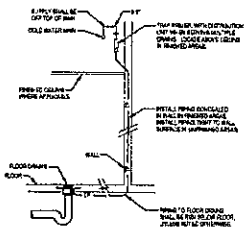
2 VALVE ROOM SCHEMATIC



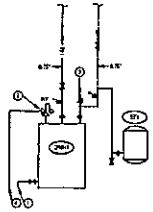
3 TYPICAL GAS CONNECTION AT EQUIPMENT



4 SPRINKLER FLOOR CONTROL VALVE



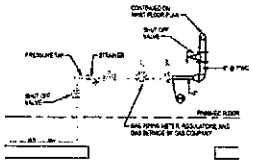
5 TRAP PRIMER



NOTES

1 AIR GAP DRIP FLOOR DRAIN
2 COMBINATION TEMPERATURE PRESSURE RELIEF VALVE
3 VACUUM RELIEF VALVE
4 AIR GAP OVER FLOOR

6 DOMESTIC WATER HEATER PIPING



7 GAS METER AND REGULATOR

GENERAL NOTES:

KEY PLAN:

LWC INCORPORATED

Dayton International Airport

Aircraft Maintenance Hangar

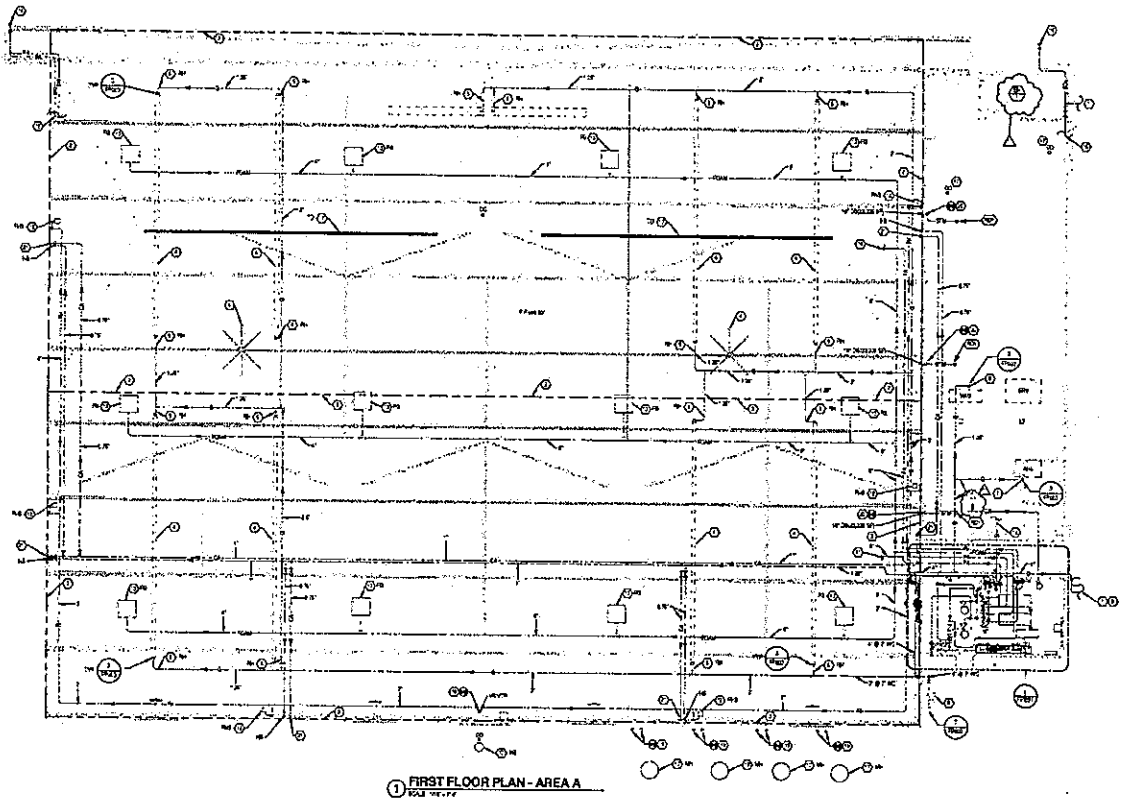
PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

DETAILS

Heapy Engineering

14605.00	07.29.2015
CSS	FP003
DMH	



1 FIRST FLOOR PLAN - AREA A

SHEET NOTES:

GENERAL NOTES:

KEY PLAN:

LWC INCORPORATED

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Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

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FIRST FLOOR PLAN - AREA A

14606.00 | 07.29.2015

CSS | DMH | FP100

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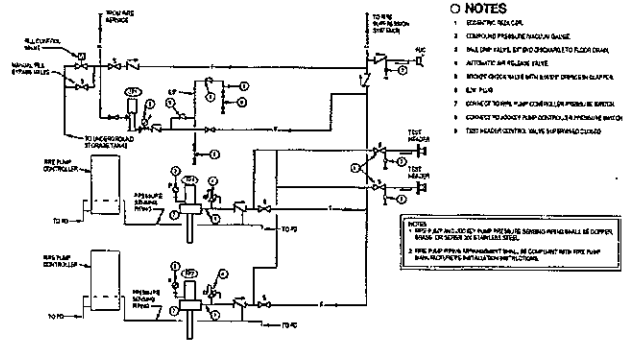
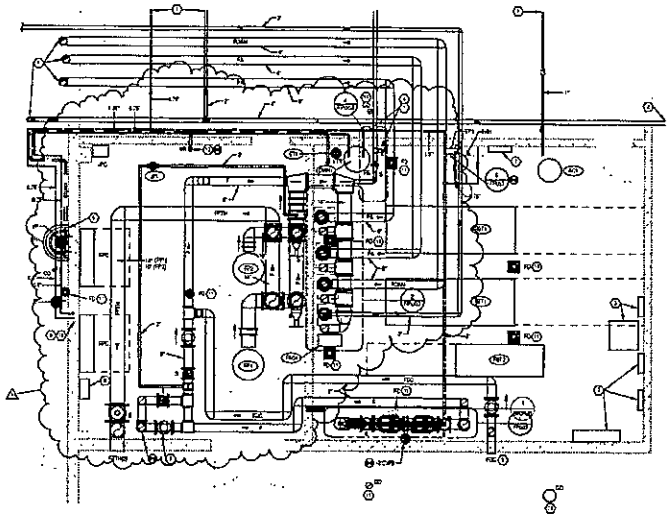


NOTES

1. ECCENTRIC TEE/4 CPL
2. COMPOUND PRESSURE VACUUM GAUGE
3. BALL DRIP VALVE, EXTEND GROOMABLE TO FLOOR DRAIN
4. AUTOMATIC AIR RELEASE VALVE
5. BRONZE CHECK VALVE WITH SWEET ORIFICE IN CLAPPER
6. 1/4" PLUG
7. CONN OF TORNN PUMP CONTROLLER PRESSURE SWITCH
8. CONNECT TO JOCKEY PUMP CONTROL, 3/4 PRESSURE SWITCH
9. TEST HEADER CONTROL VALVE SHP BRAND CLOSED

NOTES
1. [illegible]
2. FIRE PUMP PIPING ARRANGEMENT SHALL BE COMPLIANT WITH FIRE PUMP MANUFACTURER'S INSTALLATION INSTRUCTIONS.

② FIRE PUMP SCHEMATIC
SCALE: NONE



① PLUMBING/FIRE SUPPRESSION MECHANICAL ROOM
SCALE: 1/4" = 1'-0"

SHEET NOTES:

1. REFER TO SHEET FP101 FOR CONTINUATION OF PIPING
2. REFER TO SHEET FP101 FOR CONTINUATION OF PIPING
3. ELECTRICAL EQUIPMENT BY E/C
4. EXTEND WET SPRINKLER SYSTEM PIPING TO SERVE ON ROOF SERVICE BAY AREAS
5. PROVIDE 2" MTSC PIPE DEPARTMENT CONNECTION WITH WALL DRIP (RUN TO OUTSIDE)
6. PROVIDE FILL, CONTROL VALVE, WATTS MODEL 911-DA OR APPROVED EQUAL BY WILKINS OR CLA-VAL. EXTEND SOLENOID CONTROL WIRING TO FILL CONTROL/MONITORING PANEL/FPO MONITOR TERMINALS FROM THE UNDERGROUND STORAGE TANKS
7. FIRE ALARM/MONITORING CONTROL PANEL
8. WATER TANK LEVEL MONITOR AND FILL CONTROL PANEL, PRECISION DIGITAL MODEL PDM-PW-S WITH FLOAT, SHOP DRAWINGS OR CONTACT EMAIL COORDINATE 1 DEV POWER SUPPLY WITH ELECTRICAL CONTRACTOR.
9. PROVIDE DRAIN VALVE WITH HOSE ON THE DOMESTIC COLD AND HOT WATER SUPPLY TO DRAIN FIXTURES.
10. EMERGENCY HORN WALL MOUNTED ON WALL
11. PIPING EQUIPMENT INSTALLATION PHASE 1 WORK
12. EXTEND WET PIPING INSTALLED IN PHASE 1 WORK UP THROUGH ROOF AS SHOWN

GENERAL NOTES:

KEY PLAN:

No.	Revisions / Submissions	Date
1	PHASE 1 ADDENDUM 1	09.18.2015

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404 East Fifth Street, Dayton, OH 45402 937.228.6501
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Aircraft Maintenance Hangar
PHASE 2 - BUILDING PACKAGE
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Vandalia, OH 45377

PLUMBING AND FIRE SUPPRESSION MECHANICAL ROOMS

Heapy Engineering

Project No.	Date
14605.00	07.29.2015
Drawn: CSB	Drawing No: FP201
Checked: DMH	

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AIR DISTRIBUTION DEVICES

DUCT CONSTRUCTION & SEALING

AIR SUPPLY UNITS

ELECTRIC HEATING UNITS

ENERGY RECOVERY UNIT

FANS

ROOFTOP COOLING - HEATING UNITS

VAV CONTROL DAMPERS

UNIT NO.	DAMPER SIZE	MIN. CFM

EQUIPMENT DATA

CF-1: COOLING FAN - 1/2
ELECTRIC 460V - 3PH - 1/2A
PROVIDE 4" EXTENSION TUBE.
PROVIDE MANUFACTURER'S RECOMMENDED MOUNTING OPTION.
WALL MOUNTED CONTROLLER TO BE INSTALLED IN LOCATION INDICATED ON DRAWINGS.
BASIS OF DESIGN: BIG ASS FANS POWERFOIL II

RH-1: INFRARED RADIANT HEATER
INPUT: 175,000 BTU
OUTPUT: 161,500 BTU
ELECTRIC: 120 V - 1PH, 4.8A
RE: REMCOR RAY-MLD OR APPROVED EQUAL

RH-2: INFRARED RADIANT HEATER
INPUT: 175,000 BTU
OUTPUT: 161,500 BTU
ELECTRIC: 120V - 1PH, 8.7A
RE: REMCOR RAY-MLW OR APPROVED EQUAL

GENERAL NOTES

4. FIRE DAMPER SHALL BE UL LISTED.
5. INSTALLATION OF FIRE DAMPERS IN CAVITY BARRIERS SHALL CONFORM TO UFAC FIRE, SMOKE AND SMOKE/HEAT INSTRUCTIONS.
6. DETAILS SHOW INSTALLATION OF FIRE DAMPER IN WALL. COORDINATE REQUIRED ACCESS LOCATIONS.
7. INSULATE RETURN AIR/EA FOR SYSTEMS REQUIRED TO BE INSULATED.

NOTES

1. FIRE DAMPER, HOUSING AND SLEEVE/ANGLE TYPE, EXCEPT AS NOTED. VERTICAL MOUNT, BREAKAWAY DROP HORIZONTAL MOUNT, SHEET METAL SLEEVE FOR SHAFTS. SEE EXTENDED DUCT SLEEVE DETAIL FOR SLEEVE INSULATION EXCEPTION REQUIRED.
2. DUCT SLEEVE CONNECTION: BREAKAWAY TYPE S-DWN. CONNECTION MAY BE RIGID TYPE IF ALLOWED BY LOCAL AUTHORITY.
3. FOR WALLS WHICH ARE RIGID BOARD, SHEAR PER SHACMA. 1. MINIMUM DETAILS OF WALL OPENING. LINTOR LED MAY BE INSTALLED TO ATTAIN REQUIRED DUCTILITY. BOARD OR CAULK SHALL BE WALL SLEEVE SPACING OF FASTENERS PER SHACMA.
4. DUCT ACCESS PANEL OR DOOR. REFER TO SPECIFICATIONS.
5. CEILING ACCESS PANEL IF CEILING IS NOT ACCESSIBLE.

A ROOFTOP UNIT DRAIN PIPING

DRAW-THRU UNIT

BLOW-THRU UNIT

NOTES
1. DRAIN PIPE SIZE PER UNIT MANUFACTURER'S RECOMMENDATION.
2. TRAP WITH CLEANOUT PLUG.
3. 2" MINIMUM, CONTINUE TO CENTERLINE.
4. CENTERLINE DIMENSION INCLUDES TRAP, REFER TO UNIT SPECIFICATIONS.
5. ROOF FLASHING SHALL BE COORDINATED WITH ROOFING CONTRACTOR. REFER TO ROOFING SPECIFICATIONS FOR REQUIREMENTS.
6. SEALANT.

B ROOF EQUIPMENT SUPPORT

NOTES
1. REFER TO ROOFING SPECIFICATIONS.
2. HEAVY DUTY GALVANIZED STEEL ROOF CURB WITH 1" RIGID INSULATION. CURB HEIGHT AS SHOWN ON DRAWINGS.
3. WOOD NAILER.
4. EXPANSION JOINTS.
5. 1" NON-RIGID INSULATED STEEL CURB.

C FIRE DAMPER TYPE "B"

D FIRE DAMPER AT AIR DEVICE - WALL

NOTES
1. 16 MSG INSULATED STEEL CURB.
2. REFER TO ROOF DETAILS FOR WOOD BLOCK, PHASE SHEET THICKNESS OF ROOF INSULATION. WILL "TO CONCRETE ROOF DECK.
3. SHEET METAL SCREW.
4. CONCRETE ROOF DECK OPENING COORDINATE REQUIRED DIMENSIONS.

E FAN MOUNTING CURB

F RADIANT HEATER CONTROL WIRING DIAGRAM

LW C
INDIANAPOLIS

Dayton International Airport
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Vandalia, OH 45377

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

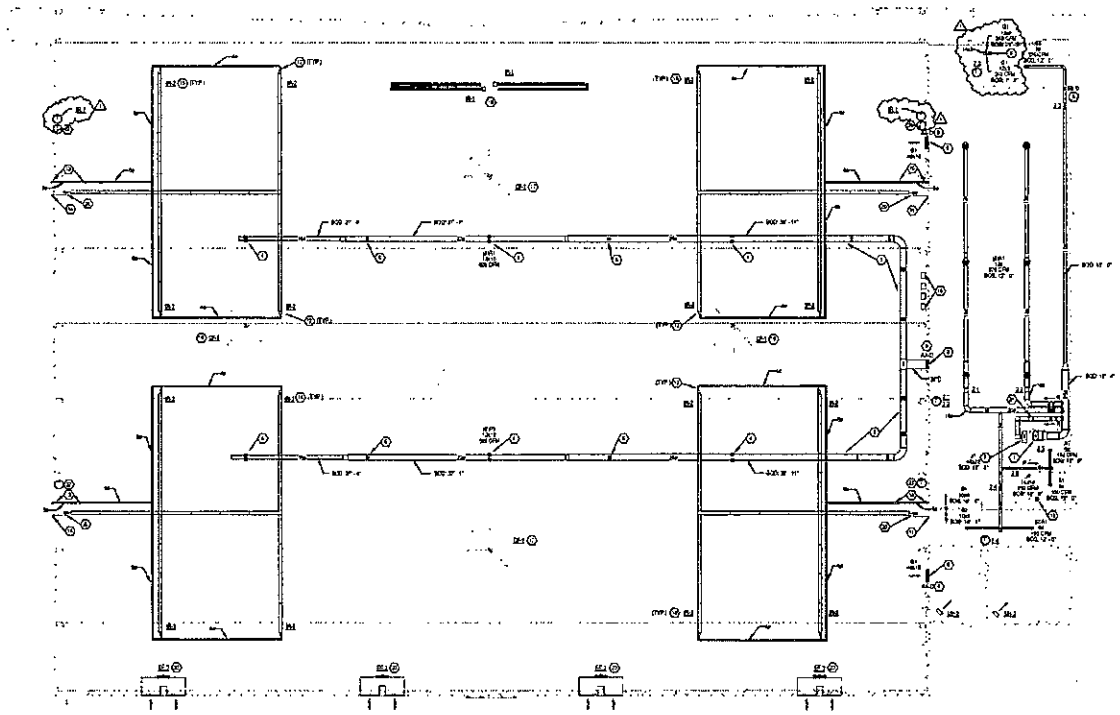
3751 Cargo Drive
Vandalia, OH 45377

HVAC EQUIPMENT SCHEDULES AND DETAILS

Project No.	14605.00
Date	07.20.2015
Drawn	BNE
Checked	DKS
Sheet No.	H002

Heapy Engineering

STATE OF OHIO



HVAC FIRST FLOOR PLAN - AREA A

SCALE: 1/16" = 1'-0"

SHEET NOTES:

1. [illegible] SUPPLY DUCT DOWN FROM AH-1
2. CONTINUATION OF AH-1 SUPPLY DUCT FROM SHEET H101
3. DUCT SHALL BE HELD AS CLOSE TO STRUCTURE AS POSSIBLE. INSULATION SHALL NOT BE COMPRESSED BY HANGERS OR STRAPS. REFER TO SMACNA 1ST EDITION, HVAC DUCT CONSTRUCTION STANDARDS, FIGURE 2-3 FOR ACCEPTABLE METHODS AND SEALING AROUND PENETRATIONS WITH STRUCTURAL MEMBERS.
4. AIR DEVICES SHALL BE MOUNTED ON DUCT AT 45 DEG. AWAY TOWARD FLOOR
5. [illegible] ON DUCT
6. AIR DEVICE SHALL BE MOUNTED TO BOTTOM OF DUCT, FACING FLOOR BELOW
7. WALL MOUNTED EXHAUST VALVE SHALL BE 10'-0" AFF. SEE SHEET H001 FOR COORDINATION OF EXHAUST DUCT SHAFT WALL
8. [illegible] RETURN GRILLE AT TOP OF DUCT
9. [illegible] EXHAUST DUCT UP TO ROOF. ROOF TO BE [illegible]
10. POWERED FRESH AIR INTAKE FOR INFRARED HEATING SYSTEM TWIN WALL AT APPROXIMATELY 14'-0" AFF. POWERED INTAKE SHALL BE PE VERSA-TWIN MODEL FAN OR EQUAL BY OTHER APPROVED MANUFACTURER. PROVIDE SLOPED DAMPERS ALONG WITH POWER CUTAWAY. REFER TO MFR'S INSTALLATION AND SUPPORTS FOR INTAKE AND DAMPERS. REFER TO SPEC SECTION 23 31 13 FOR ROUND DUCT REQUIREMENTS FOR FRESH AIR DUCT. COORDINATE EXACT PENETRATION LOCATION WITH ARCHITECT. SEE SHEET H001 FOR COORDINATION.
11. EXHAUST VENT FOR INFRARED HEATING SYSTEM TWIN WALL AT APPROXIMATELY 30'-0" AFF. REFER TO SPEC SECTION 23 31 13 FOR ROUND DUCT REQUIREMENTS FOR FRESH AIR DUCT. COORDINATE EXACT PENETRATION LOCATION WITH ARCHITECT. SEE SHEET H001 FOR COORDINATION.
12. PROVIDE 4" FRESH AIR CONNECTION TO EACH SUNSPACE.
13. ROOF MOUNTED FRESH AIR INTAKE FOR INFRARED HEATING SYSTEM TWIN WALL AT APPROXIMATELY 34'-0" AFF. POWERED INTAKE SHALL BE PE VERSA-TWIN MODEL FAN OR EQUAL BY OTHER APPROVED MANUFACTURER. PROVIDE SLOPED DAMPERS ALONG WITH POWER CUTAWAY. REFER TO MFR'S INSTALLATION AND SUPPORTS FOR INTAKE AND DAMPERS. REFER TO SPEC SECTION 23 31 13 FOR ROUND DUCT REQUIREMENTS FOR FRESH AIR DUCT. COORDINATE EXACT PENETRATION LOCATION WITH ARCHITECT. PROVIDE 3000 MODEL FLAT CAP AND BIRDSCREEN.
14. EXHAUST VENT FOR INFRARED HEATING SYSTEM TWIN WALL AT APPROXIMATELY 30'-0" AFF. REFER TO SPEC SECTION 23 31 13 FOR ROUND DUCT REQUIREMENTS FOR FRESH AIR DUCT. COORDINATE EXACT PENETRATION LOCATION WITH ARCHITECT. VENT SHALL EXTEND THROUGH 6" ROOF CURB AND 16" PAST ROOF. BUILDING INSULATION. PROVIDE STORM COLLAR AT PENETRATION. PROVIDE VENT CAP AND BIRDSCREEN.
15. [illegible] CONTROL LAW SHALL BE PROVIDED FOR EACH FAN. COORDINATE MOUNTING LOCATION WITH SHEET H001 AND OTHER TRADES AS NECESSARY.
16. RADIANT HEATERS SHALL BE MOUNTED AT APPROXIMATELY 18'-0" AFF. TO MAINTAIN THE MINIMUM ALLOWABLE CLEARANCE FROM COMBUSTIBLES.
17. CEILING FAN SHALL BE MOUNT 20'-0" APPROXIMATELY 40'-0" AFF. PROVIDE 6" EXTENSION TUBE. MOUNTING SHOULD FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR STRUCTURE TYPE AND SHOULD MAINTAIN THE MINIMUM CLEARANCE TO COMBUSTIBLES.
18. CEILING FAN SHALL BE MOUNTED APPROXIMATELY 20'-11" AFF. DO NOT PROVIDE EXTENSION TUBE. MOUNTING SHOULD FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR STRUCTURE TYPE AND SHOULD MAINTAIN THE MINIMUM CLEARANCE TO COMBUSTIBLES.
19. EXHAUST DUCT UP THROUGH ROOF TO 24" x 20" HIGH EXHAUST GRILLE TO OPEN END OF DUCT AT 42" AFF.
20. PROVIDE VACUUM PUMP AS PART OF EXHAUST ASSEMBLY FOR EACH 5 METER OF INFRARED HEATERS. PUMP SHALL BE PE VSR 5 RAY MODEL FB-10A OR EQUAL BY OTHER APPROVED MANUFACTURER.
21. INSTALL [illegible] INSULATED 3 PIPING VARIABLE VOLUME CONTROL DAMPER BETWEEN [illegible] DUCTWORK.
22. PROVIDE [illegible] MOUNTED TO BREEZE FT FOR CONTROL OF A SINGLE SYSTEM OF [illegible] INFRARED HEATERS. ENTER LOCATION ON SHEET H002. COORDINATE EXACT MOUNTING LOCATION WITH ARCHITECT.
23. [illegible] SHEET H001 FOR [illegible] PLAN NOTE. FULL SIZE OF LOUVER PLENUM SHALL BE CONSTRUCTED IN SHEET METAL AND SHALL NOT BE ENCLOSED WITHIN PLENUM. FOR PLENUM SHALL BE APPROXIMATELY 3'-0" DEEP FROM FACE OF WALL MOUNT. PROVIDE DIMPLE PADS 100 DIAMETER ON BACK OF PLENUM SIZE LOUVER NOT PART OF HVAC CONTRACT.

GENERAL NOTES:

4. HVAC CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PIPES, DUCTS, VENTS, ETC. WITH ALL OTHER TRADES. PROVIDE ADJUSTMENTS OR OFFSETS WHERE NECESSARY.
5. HVAC CONTRACTOR SHALL COORDINATE THE EXACT LOCATIONS WITH ARCHITECT OR ANY OTHER WALL MOUNTED FIXTURE.
6. ALL CUTTING AND PATCHING WORK REQUIRED FOR THE HVAC WORK SHALL BE INCLUDED IN THE HVAC CONTRACT. ALL REPAIR ANY DAMAGE DISTURBED UPON THIS WORK TO MATCH EXISTING. DO NOT ENGAGE REPAIRMEN OF TRADE SURFACE IS INCLUDED UNDER THE GENERAL CONTRACT.
7. IN GENERAL, EQUIPMENT NAMES INDICATE OR SIZE FIXTURE, DUCTS SHOULD BE INCLUDE 10-0" AS POSSIBLE TO STRUCTURE UNLESS NOTED OTHERWISE.
8. FINISH DUCTS TO AIR DEVICES AND AIR TERMINAL BOXES SHALL BE SIZE AS NOTED TO DENOTE SHALL UNLESS NOTED OTHERWISE.
9. ALL WIRING, EQUIPMENT, ELECTRICAL CONNECTIONS, ETC. ARE INCLUDED IN THE HVAC CONTRACT. [illegible] SHALL BE A MINIMUM OF 12" CLEAR ABOVE PANELBOARDS AND 30" CLEAR IN FRONT OF PANELBOARDS. [illegible] ACCESS TO [illegible] A MINIMUM OF 12" CLEAR ABOVE PANELBOARDS

KEY PLAN:

1	PHASE 2 ADDENDUM 1	08.10.2015
NO.	Description/ Submission/Revision	Date

LW C
AN ORPO RAT ED
434 East First Street Dayton OH 45402 937 223 6500
4440 Garwood Place Richmond IN 47374 765 966 3646

Dayton International Airport
3648 Terminal Drive, Suite 200
Vandalia, OH 45377
937 454 8200

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

HVAC FIRST FLOOR PLAN - AREA A

Project No.	14605.00
Date	07.29.2015
Drawn	BNE
Checked	DKS
Drawing No.	H100

Heapy Engineering

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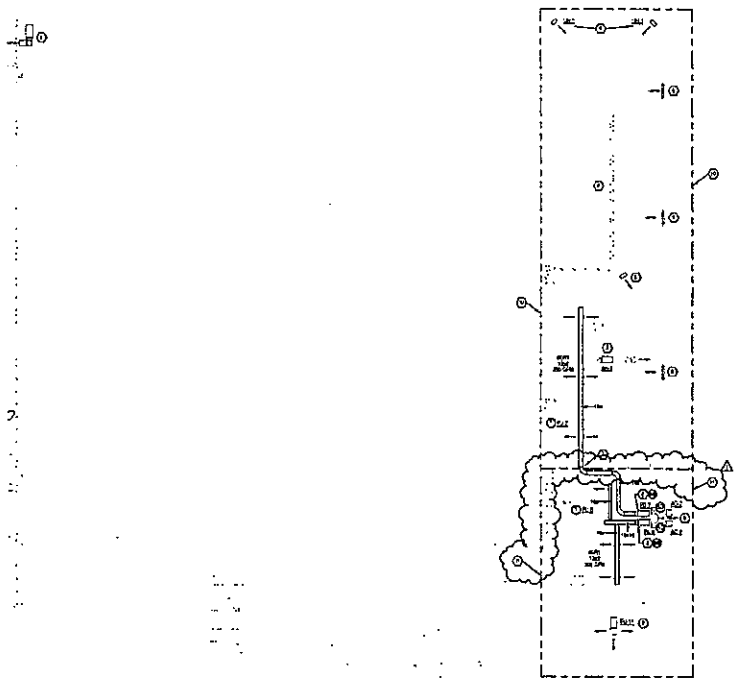


HVAC FIRST FLOOR PLAN - AREA B

SCALE: 1/8" = 1'-0"

SHEET NOTES:

1. EXISTING MAKEUP AIR UNIT SERVING EXISTING HANGAR TO REMAIN. PROVIDE NEW OUTDOOR AIR INTAKE DUCTWORK FOR UNIT THAT INCIDE OF AND PENETRATES WALL AT APPROXIMATELY 24" AFF. REUSE EXISTING WEATHERHOOD. IF POSSIBLE, IF WEATHERHOOD CANNOT BE SALVAGED, CONTRACTOR TO PROVIDE AND INSTALL NEW.
2. EXISTING PURPLE GUSTS AND OUTDOOR/RETURN AIR DUCTWORK TO REMAIN. CONNECT NEW SUPPLY DUCTWORK AT OUTLET OF UNIT AS SHOWN.
3. EXISTING TO REMAIN.
4. EXISTING INFRARED HEATING SYSTEM TO REMAIN.
5. EXISTING EXHAUST FAN TO REMAIN.
6. EXISTING UNIT HEATER TO REMAIN.
7. SUPPLY OUTLET TO PENETRATE NEW WALL. COORDINATE EXACT LOCATION WITH ARCHITECT.
8. PROVIDE NEW ELECTRIC UNIT HEATER.
9. [illegible]
10. NOTE IN THIS AREA SHALL BE PROVIDED UNDER BID ALTERNATE NO. 2A. REFER TO SPECIFICATION SECTION 22 & 23 FOR FURTHER INFORMATION.
11. NOTE IN THIS AREA SHALL BE PROVIDED UNDER BID ALTERNATE NO. 2A. REFER TO SPECIFICATION SECTION 22 & 23 FOR FURTHER INFORMATION.

GENERAL NOTES:

A. REUSE EXISTING EXISTING CONDITIONS DURING MOVING PERIOD, INCLUDING PIPE AND DUCT SIZES AND LOCATIONS, CLEARANCES, ETC.

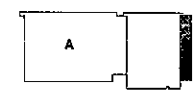
B. HVAC CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PIPES, DUCTS, UNITS, ETC. WITH ALL OTHER TRADES. PROVIDE ADJUSTMENTS OF OFFSETS WHERE NECESSARY.

C. HVAC CONTRACTOR SHALL COORDINATE THERMOSTAT LOCATIONS WITH ARCHITECT OF ANY OTHER WALL MOUNTED FIXTURE.

D. ALL ELECTRIC AND PATCHING WORK REQUIRED FOR THE HVAC WORK SHALL BE INCLUDED IN THE HVAC CONTRACT. REPAIR ANY SURFACE DISTURBED UNDER THIS WORK TO MATCH EXISTING. EXCEPT WHERE REPAIRING OF THAT SURFACE IS INCLUDED UNDER THE GENERAL CONTRACT.

E. IN GENERAL, AS IF EXACT ARRANGEMENT TO UNDERSIDE OF STRUCTURE, DUCTS SHOULD BE FIELD AS NEW AS POSSIBLE TO STRUCTURE UNLESS NOTED OTHERWISE.

KEY PLAN:



No.	Description	Date
1	PHASE 2 - ADDENDUM 1	06.19.2015

LW C INCORPORATED
4344 East First Street Springfield, OH 45502 937 223 8600
4440 Garwood Place Richmond, IN 47374 765 966 3640

Dayton International Airport
3600 Terrane Drive, Suite 300
Vandalia, OH 45377

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

HVAC FIRST FLOOR PLAN - AREA B

Project No.	Date
14605.00	07.29.2015
Drawn: BNE	Drawing No.: H101
Checked: DKS	

STATE OF OHIO
DOUGLAS K. SALES
E. LOHIS
REGISTERED

Heapy Engineering

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HVAC ROOF PLAN

SCALE: 1" = 20'-0"

SHEET NOTES:

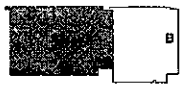
1. REFER TO SHEET H-100 FOR CONTINUATION OF 24"Ø SUPPLY DUCT
2. CONTINUATION OF RETURN DUCT FROM SHEET H-100
3. CONTINUATION FROM SHEET H-100. RUPTURE FROM AIR PATH AS TO SHALL PROVIDE MIN 6 IN. DUCT CAP AND BIRDSCREEN.
4. CONTINUATION FROM SHEET H-100. EXHAUST LIGHT TUBU SHALL BY SAG MIN 6 IN FROM EXTERIOR WALL TO PREVENT BUILDING DISCOLORATION FROM WHEN CEILING IS HEATED IN TUBU. PROVIDE LIGHT CAP AND BIRDSCREEN.
5. DUCT SUPPORT (TYPICAL) SIZE, SPACING AND LOCATION AS REQUIRED TO PROVIDE ADEQUATE DUCT SUPPORT
6. RETURN AIR PLENUM FULL SIZE OF BRY UNIT
7. SEAL DUCT PENETRATION OF WALL WATERTIGHT
8. CONTRACTOR TO INSULATE 8 (ON RETN, FURNS DUSE AT RETEN TO CANVAS FLEXIBLE CONNECTION IN ISOLATION TO CAR SYSTEM MINOR ROOF IF ANY CONDITIONS RELATED TO UNIT ASSEMBLY OR DUCT PATHWAYS TO REDUCE UNIT SYSTEM WITH SHALL 2 PATH. THEY SHALL BE ADDRESSED WITH CONTRACT AND ENGINEER PRIOR TO INSTALLATION
9. (IF 1 AND CU 12 SHALL BE MOUNTED TO WIND AND EARTHQUAKE 300 PSF UPWARD FORCE FROM STORM EXPLOSION PRESSURE.

GENERAL NOTES:

A. HVAC CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WIRES, DUCTS, UNITS, ETC. WITH ALL OTHER TRADES. PROVIDE ADJUSTMENTS OF OFF SETS AS REQUIRED

B. ALL CUTTING AND PATCHING WORK REQUIRED FOR THIS CONTRACTOR SHALL BE INCLUDED IN THIS HVAC CONTRACT. REPAIR ANY SURFACE SCRATCHES FROM THIS WORK TO MATCH EXISTING. EXCEPT WHERE REFINISHING OF THAT SURFACE IS INCLUDED UNDER THE GENERAL CONTRACT

KEY PLAN:



No.	Description	Date
1	PERMIT & 1ST ADDENDUM	09.10.2015

LW C
INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6660
4440 Earnest Place Richmond, IN 47374 765.966.3646

Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, OH 45377
937.454.8200

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

HVAC ROOF PLAN

Heapy Engineering

Project No.	Date
14005.00	07.29.2015
Drawn: BNE	Drawing No. H201
Checked: DKB	

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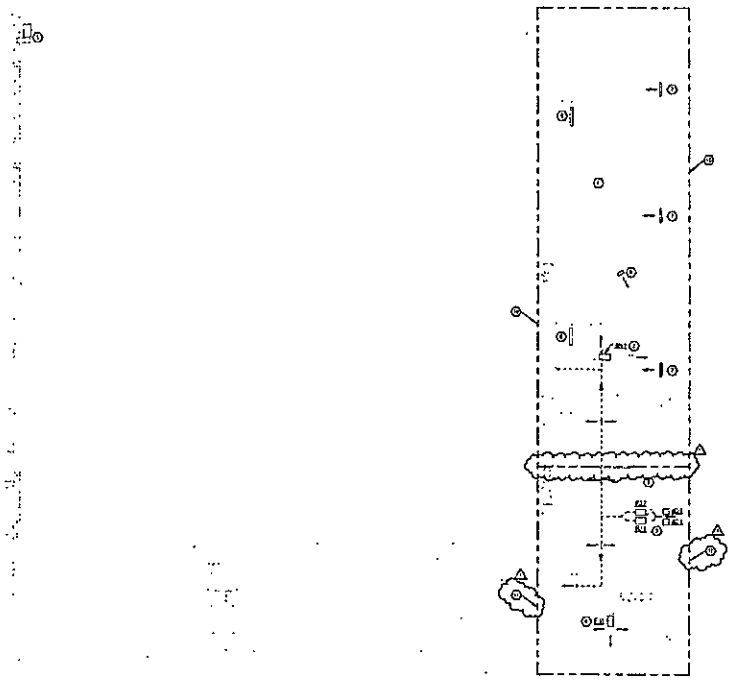

HVAC FIRST FLOOR PLAN - AREA B DEMO

SCALE: 1/8" = 1'-0"

SHEET NOTES:

1. EXISTING MAKE-UP AIR UNIT WITH AIR DISTRIBUTION SYSTEM TO REMAIN. REMOVE EXISTING OUTDOOR AIR INTAKE DUCT WORK, PATCH AND SEAL ALL PENETRATIONS TO MATCH EXISTING ROOF. DISCONNECT EXISTING WEATHERHOOD IN PLENUM, SEE DETAIL M-DETAIL SHEET M-501.
2. EXISTING UNIT H-1 TO REMAIN. ALL ASSOCIATED DUCTWORK, DEVICES, ETC TO REMAIN.
3. EXISTING R.T.U. H-2, H-3, H-4 & H-5 TO REMAIN, OUTDOOR AIR INTAKE DUCT AND DEVICE TO REMAIN. ALL SUPPLY DISTRIBUTION LOCATED DOWNSTREAM OF R.T.U. AND R.A.G. AS SHOWN ON ALL ATTACHED DRAWINGS, TO REMAIN. ASSOCIATED DUCTWORK, ETC. SHALL BE REMOVED.
4. EXISTING FURNACE HEATING SYSTEM TO REMAIN.
5. EXISTING UNDERSLAB HEATER TO BE REMOVED.
6. EXISTING UNIT H-1 AND ALL ASSOCIATED DUCTWORK, DEVICES, ACCESSORIES, ETC. TO REMAIN.
7. EXISTING EXHAUST FAN TO REMAIN.
8. EXISTING LOUVER UNIT IN PARTITION SHALL TO REMAIN.
10. ALL WORK IN THIS AREA SHALL BE PHASED. AND/OR SEE ALTERNATE NO. 01 RELATED SPECIFICATION SECTION 23 05 01 FOR FURTHER INFORMATION.
11. ALL WORK IN THIS AREA SHALL BE PHASED. AND/OR SEE ALTERNATE NO. 04, SEE WITH SPECIFICATION SECTION 23 05 01 & 01 FOR FURTHER INFORMATION.

GENERAL NOTES:

A. FIELD VERIFY EXISTING CONDITIONS & DUBIOUS BOTTOM FLOOR, INCLUDING PIPE AND DUCT SIZES AND LOCATIONS, CLEARANCES, ETC.

B. ALL CUTTING AND PATCHING WORK REQUIRED FOR THE HVAC WORK SHALL BE INCLUDED IN THE HVAC BASE BID. REFINISH ANY SURFACE DISTURBED AND/OR DAMAGED DURING WORK TO MATCH EXISTING. EXCEPT WHERE REFINISHING OF THAT SURFACE IS INCLUDED UNDER THE GENERAL CONTRACT.

C. ALL DEMOLITION IN EXISTING BUILDING RESULTING FROM DEMOLITION WORK SHALL BE PATCHED WITH SIMILAR MATERIAL, CLOSURE, INSULATE PATCH WHERE DUCT WORK REMOVED, SEE DETAIL

KEY PLAN:

No.	Description	Date
1	PHASE 2 ADDENDUM 1	08.14.2015

LW C
ARCHITECTS LTD

434 East First Street, Dayton, OH 45402 937.223.6500
4440 Gatewood Place Richmond, IN 47374 765.966.6646

Dayton International Airport
3600 Terminal Drive, Suite 340
Vandalia, OH 45377
937.454.8200

Aircraft Maintenance Hangar

PHASE 2 - BUILDING PACKAGE

3751 Cargo Drive
Vandalia, OH 45377

HVAC FIRST FLOOR PLAN - AREA B DEMO

Project No.	14005.00
Date	07.29.2015
Drawn	BNE
Checked	DKS
Drawing No.	HD101

STATE OF OHIO — DOUGLAS K. SALLS — 67,000 — REGISTERED ARCHITECT

Heapy Engineering

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DEPARTMENT OF PUBLIC WORKS

DIVISION OF CIVIL ENGINEERING

INVITATION TO BID
AIRCRAFT MAINTENANCE HANGER – PHASE 2: BUILDING PACKAGE AT DAYTON INTERNATIONAL AIRPORT (10% MBE AND 5% WBE PARTICIPATION)

Bids will be received by the Director, Department of Public Works, City of Dayton, Ohio until 12:00 o'clock NOON, Dayton time, **THURSDAY, AUGUST 20, 2015** for the following improvement in accord with the bid forms, plans, and specifications therefore on file in the office of the City Engineer. Bids must be deposited in the Bid Box located in the Fifth Floor reception area. The Bid Opening will be held in the City Commission Meeting Room.

A pre-bid conference will be held at 11:00 o'clock a.m., Dayton time, **TUESDAY, AUGUST 11, 2015** in the City Commission Chambers, located on the Second Floor of the City Hall, 101 West Third Street, Dayton, Ohio. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontract bidders on this project must be certified with the City of Dayton Human Relations Council as such. **Prime Contractors must attend the pre-bid conference meeting in its entirety.** Any company not present for the entirety of the pre-bid conference will be prohibited from bidding on this project as a prime contractor. The purpose of the pre-bid conference is to explain Section 35.14, 35.15 and 35.16 of the City of Dayton's Revised Code of General Ordinances (R.C.G.O.) regarding Equal Employment Opportunity and various rules and regulations of the Human Relations Council regarding the utilization of Minority (MBE) Business Enterprise(s) and Women (WBE) Business Enterprise(s) under the City's Procurement Enhancement Program (PEP).

The City of Dayton encourages all bidders to review the list of certified companies in our Procurement Enhancement Program at http://daytonhrc.org/business-technical-assistance/certification/ (click the "PEP Certification List" link under Procurement Enhancement Program). This Project is being bid with a **10% MBE and 5% WBE,** participation goal. A company must be certified as **MBE for the MBE goal and WBE for the WBE goal** at the time of the bid opening and must be pre-qualified to perform the proposed subcontracted work. You are advised to obtain a copy of the company's certification letter and to review the Certification List. The participation must be submitted with your bid form on the **MBE Participation form for the MBE goal and the WBE Participation form for the WBE goal** provided by the City of Dayton Human Relations Council. Participation Forms must be completely filled out in accordance with the instructions listed on the forms. Any total or partial Request for Waiver of the **MBE or WBE** goal must be submitted on the **enclosed Waiver Request Forms.**

CHANGES TO THE BID EVALUATION PROCESS

NOTE: Participation will be evaluated based on the base bid plus the selected alternates. Whenever possible, participation goals for alternates will be provided with the Invitation to Bid. In the event that alternates have not been identified in the Invitation to Bid, bidders will be responsible for submitting participation for alternates during the participation verification process completed by the Human Relations Council after the bid opening. Contractors will be notified of the participation goals for alternates and the deadline for submitting participation on alternates within one business day of the bid opening. THIS ONLY APPLIES TO ALTERNATES. BIDDERS MUST SUBMIT PARTICIPATION ON THE BASE BID BY THE BID SUBMISSION DEADLINE. If you have questions regarding the changes to the bid process, please contact Vicki Krapf at (937) 333-1403.

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 or WBE** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for **the MBE or WBE goal based on your greatest extent feasible efforts;** and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. **The form with the point values for your greatest extent feasible efforts must be completed and submitted with your bid if you are requesting a waiver of any goal.**

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified **MBE/WBE/SBE/DLSB or DBE or HUD3** having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days of the bid submittal deadline in order to allow the **MBE/WBE/SBE/DLSB or DBE or HUD3** sufficient time to respond to the solicitation.		
2	20	Negotiated with **MBE/WBE/SBE/DLSB or DBE or HUD3** subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate **MBE/WBE/SBE/DLSB or DBE or HUD3** participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected **MBE/WBE/SBE/DLSB or DBE or HUD3** as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested **MBE/WBE/SBE/DLSB or DBE or HUD3** with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: **MBE/WBE/SBE/DLSB or DBE or HUD3**).		
7	5	Assisted interested **MBE/WBE/SBE/DLSB or DBE or HUD3** that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified **MBE/WBE/SBE/DLSB or DBE or HUD3** in the assistance of their business growth and development.		
	100	**Bidding Company Name:**		

Description of Improvement

This project includes the building package for a single story building addition and hanger (approximately 78,750 SF) to the existing Aircraft Maintenance Hanger, building above the Phase 1-Site and Foundation package bid and awarded separately.

Location

AIRCRAFT MAINTENANCE HANGER-PHASE 2: BUILDING PACKAGE AT DAYTON INTERNATIONAL AIRPORT (10% MBE AND 5% WBE PARTICIPATION)

Completion Date

180 Calendar Days

CHARGE FOR PLANS AND SPECIFICATIONS:
$120.00 Each (Hard copy) and/or $10.00 (per each Electronic pdf copy on CD)

IF MAILED REGULAR MAIL, TOTAL CHARGE FOR PLANS AND SPECIFICATIONS, AND MAILING FEE: $135.00 (Hard copy) and/or $15.00 (Electronic pdf copy on CD)
(ALL CHARGES ARE NON-REFUNDABLE)

LEGAL NOTICE NO. 48

Sealed bids will be received by the Director of Public Works of the City of Dayton, State of Ohio, until 12:00 Noon, **THURSDAY, AUGUST 20, 2015** for the following improvement:

AIRCRAFT MAINTENANCE HANGER
PHASE 2: BUILDING PACKAGE
AT DAYTON INTERNATIONAL AIRPORT
(10% MBE AND 5% WBE PARTICIPATION)

Information and instructions to bidders may be obtained at the City Engineer's Office.

A pre-bid conference will be held at 11:00 o'clock a.m., Dayton time, **TUESDAY, AUGUST 11, 2015** in the City Commission Chambers, located on the Second Floor of the City Hall, 101 West Third Street, Dayton, Ohio. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontract bidders on this project must be certified with the City of Dayton Human Relations Council as such. **Prime Contractors must attend the pre-bid conference meeting in its entirety.** Any company not present for the entirety of the pre-bid conference will be prohibited from bidding on this project as a prime contractor. The purpose of the pre-bid conference is to explain Section 35.14, 35.15 and 35.16 of the City of Dayton's Revised Code of General Ordinances (R.C.G.O.) regarding Equal Employment Opportunity and various rules and regulations of the Human Relations Council regarding the utilization of Minority (MBE) Business Enterprise(s) and Women (WBE) Business Enterprise(s) under the City's Procurement Enhancement Program (PEP).

The City of Dayton encourages all bidders to review the list of certified companies in our Procurement Enhancement Program at http://daytonhrc.org/business-technical-assistance/certification/ (click the "PEP Certification List" link under Procurement Enhancement Program). This Project is being bid with a **10% MBE AND 5% WBE** participation goal. A company must be certified as **MBE for the MBE goal and WBE for the WBE goal** at the time of the bid opening and must be pre-qualified to perform the proposed subcontracted work. You are advised to obtain a copy of the company's certification letter and to review the Certification List. The participation must be submitted with your bid form on the **MBE Participation form for the MBE goal and the WBE Participation form for the WBE goal** provided by the City of Dayton Human Relations Council. Participation Forms must be completely filled out in accordance with the instructions listed on the forms. Any total or partial Request for Waiver of the **MBE and WBE** goal must be submitted on the **enclosed Waiver Request Forms.**

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 or WBE **Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the** MBE or WBE goal based on your greatest extent feasible efforts; **and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities.** The form with the point values for your greatest extent feasible efforts must be completed and submitted with your bid if you are requesting a waiver of any goal.

Frederick M. Stovall, Director
Department of Public Works

Published in the Dayton Daily News on August 3, 2015 and August 10, 2015.

INSTRUCTIONS

Instructions for submitting a Bid are contained in the Invitation to Bid; the City of Dayton Construction and Material Specifications dated October 1, 2008, sections 103.01-103.43 and related modifications; the Amendments to the City of Dayton General Provisions; and any Addendum. A check list of necessary forms to submit with the bid is included in the bid packet for the bidder's convenience.

Bids for the **Aircraft Maintenance Hanger – Phase 2: Building Package at Dayton International Airport (10% MBE AND 5% WBE Participation)** project will be received by the Director, Department of Public Works, City Hall, 101 W. Third Street, Fifth Floor, Dayton, Ohio until 12:00 o'clock **NOON**, Dayton time, on **THURSDAY, AUGUST 20, 2015.** Each bid shall be enclosed in a sealed envelope endorsed on the outside of the Envelope **" Aircraft Maintenance Hanger – Phase 2: Building Package at Dayton International Airport (10% MBE AND 5% WBE Participation)"** project, and must be: 1. Deposited in the Bid Box located on the Fifth Floor Reception Area of the City of Dayton Department of Public Works, City Hall 101 W. Third St., Dayton, OH, or 2. If mailed, addressed to the "Department of Public Works, Civil Engineering, Business Office, City Hall, 101 W. Third St., Fifth Floor, Dayton, Ohio, 45402." Bids must be placed in the bid box on the Fifth Floor of City Hall or if mailed, delivered to the Business Office Counter on the Fifth Floor. Bids delivered to any other location in City Hall or elsewhere will not be opened and returned as non-responsive. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontract bidders on this project must be certified with the City of Dayton Human Relations Council as such. Prime Contractors must attend the pre-bid conference meeting in its entirety. Any company not present for the entirety of the pre-bid conference will be prohibited from bidding on this project as a prime contractor.

The City of Dayton encourages all bidders to review the list of certified companies in our Procurement Enhancement Program at http://daytonhrc.org/business-technical-assistance/certification/ (click the "PEP Certification List" link under Procurement Enhancement Program). This Project is being bid with a **10% MBE and 5% WBE** participation goal. A company must be certified as **MBE for the MBE goal and WBE for the WBE goal** at the time of the bid opening and must be pre-qualified to perform the proposed subcontracted work. You are advised to obtain a copy of the company's certification letter and to review the Certification List. The participation must be submitted with your bid form on the **MBE Participation form for the MBE goal and the WBE Participation form for the WBE goal** provided by the City of Dayton Human Relations Council. Participation Forms must be completely filled out in accordance with the instructions listed on the forms. Any total or partial Request for Waiver of the **MBE or WBE** goal must be submitted on the **enclosed Waiver Request Forms.**

CHANGES TO THE BID EVALUATION PROCESS

NOTE: Participation will be evaluated based on the base bid plus the selected alternates. Whenever possible, participation goals for alternates will be provided with the Invitation to Bid. In the event that alternates have not been identified in the Invitation to Bid, bidders will be responsible for submitting participation for alternates during the participation verification process completed by the Human Relations Council after the bid opening. Contractors will be notified of the participation goals for alternates and the deadline for submitting participation on alternates within one business day of the bid opening. THIS ONLY APPLIES TO ALTERNATES. BIDDERS MUST SUBMIT PARTICIPATION ON THE BASE BID BY THE BID SUBMISSION DEADLINE. If you have questions regarding the changes to the bid process, please contact Vicki Krapf at (937) 333-1403.

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 or WBE** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE and WBE goal based on your greatest extent feasible efforts;** and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. **The form must be completed with the point values for your greatest extent feasible efforts and submitted with your bid if you are requesting a waiver of any goal.**

The time of completion is 180 Calendar Days. Please direct all technical questions to:

Ms. Liz Zelinski, P.E.
Department of Aviation
(937) 454-8209
Fax (937) 264-3592
E-mail lzelinski@flydayton.com

Each Bid shall be accompanied by a certified check, cashier's check upon a solvent bank, payable to the City of Dayton, cash, or a bond executed by a surety company authorized to do business in the State of Ohio for a sum of **at least ten percent (10%) of the amount of the bid submitted,** as a guarantee that if the bid is accepted, a Contract will be entered into and its performance properly secured. All certified checks, cashier's checks, or cash will be returned to the bidders upon the proper execution and securing of the Contract or rejection of all bids.

NOTE: THIS PROJECT IS STATE OF OHIO SALES TAX EXEMPT
THIS PROJECT IS STATE PREVAILING WAGE

CITY OF DAYTON CMS MODIFICATIONS

The City of Dayton Construction and Material Specifications are hereby modified by this Contract as follows:

1. The definition of Authorized Representative contained in Section 102 shall be removed and replaced with the following:

   Authorized Representative: The Authorized Representative for the Contract is the Director of the City of Dayton, Department of Aviation, or duly authorized designee.

2. The definition for Contract Cost Breakdown in Section 102 shall be removed and replaced with the following:

   Contract Cost Breakdown: The amounts stated in the Contractor's Bid, and approved by the Engineer, as the price per unit of measurement for Materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the applicable Work.

3. The definition of Engineer in Section 102 shall be removed and replaced with the following:

   Engineer: The Engineer for the Contract is the Senior Engineer II of the City of Dayton, Department of Aviation, or duly authorized designee. .

4. Section 103.01 shall be removed and replaced with the following:

   103.01 Contract Completion: Unless otherwise provided in the Contract Documents, the time for completion of the Project indicated on the Bid form shall be the time for Contract Completion applicable to the Bidders.

5. Section 103.07 is hereby removed and replaced with the following:

   103.07 Pre-Bid Meeting: The Engineer will answer questions regarding the Contract Documents at the pre-Bid meeting. If not given in the notice to Bidders, notice of the time and place of any pre-Bid meeting to be held will be given by the Engineer to each Person of record holding Contract Documents.

6. Section 103.17 is hereby removed and replaced with the following:

   103.17 Submittals with Bid Form. A Bid shall be rejected as nonresponsive if the Bidder fails to submit the following completed and executed submittals with the Form in a sealed envelope:

   (a) A Bid guarantee as provided in 103.38;
   (b) A Power of Attorney of the agent signing for the Surety;

(c) A non-collusion affidavit in the form provided;
(d) A Political Contribution Certification;
(e) A Responsible Contractor Form;
(f) A Disclosure of Litigation Form;
(g) An executed Affirmative Action Program Equal Opportunity Form including the Contractor's certification, Minority Business Enterprise form and Women Business Enterprise form;
(h) City of Dayton Waiver Request Form;

7. Section 103.21 is hereby removed and replaced with the following:

103.21 Delivery of Bids. It is the responsibility of the Bidder to submit the bid at the location designated prior to the time designated for Bid opening. If the Bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a Bid with the Project name, applicable Contract and the date and time of the Bid opening shown on the outer envelope. No bid shall be considered if it arrives at the location designated after the time designated for Bid opening. The contents of the Bid envelope shall be a public record and open for inspection, upon request, at any time after the Bid opening, except for any information which is not subject to disclosure as provided by applicable law.

8. Section 103.36 is hereby removed and replaced with the following:

103.36 Bid Estimate. In no instance shall contracts be let either as a whole, or in aggregate, if Bids for parts of the work are taken which exceed the estimate for the improvement contemplated by more than ten percent.

9. Section 103.38(a) is hereby removed and replaced with the following:

(a) The signed Bid Guaranty contained in the contract documents, for at least 10% of the full amount of the Bid, which includes both the Base Bid and any Alternates.

10. Section 106.03 is hereby removed and replaced with the following:

106.03 Contract Administration. The Engineer shall provide administration of the Contract for the Project. The Engineer shall secure any required NPDES general permit by submitting a notice of intent application form to the Ohio EPA at least forty-five Days prior to start of construction. When required by law, the Engineer shall prepare and certify a storm water pollution prevention plan and process the required notice of termination prior to completion of the Project. The Engineer shall attend progress and coordination meetings as requested by the Contractor and as deemed advisable by the Engineer. The Engineer or Inspector may authorize minor changes or alterations in the Work not involving additional costs or time and not inconsistent with the overall intent of the Contract Documents. The Engineer may authorize the Contractor to perform additional or extra work for which the Contractor will seek compensation in addition to the Contract Price or extension of the time for Contract Completion, as long as the agreed cost of the additional or extra work is less than the available Project contingency balance.

Any such authorization must be given in writing by the Engineer prior to performance of such Work. The Contractor waives any claim for compensation for additional or extra work where it is not specifically authorized in writing by the Engineer prior to performance. The Engineer shall review and approve, or recommend approval, of all forms required under the Contract Documents. The Engineer shall render decisions in connection with the Contractor's responsibilities under the Contract Documents and submit recommendations to the Authorized Representative for enforcement of the Contract as necessary.

11. Section106.04 is hereby removed and replaced with the following:

    106.04: Monitoring Progress: The Engineer shall monitor the progress of the Work for conformance with the Construction Schedule and shall initiate revisions of the Construction Schedule as required by the Contract Documents. In the event of default by the Contractor, the Engineer shall cooperate with the Contractor's Surety to Contract Completion.

12. Section 106.13 is hereby removed and replaced with the following:

    106.13 Construction Schedule. If the Contractor fails to prosecute the Work in accordance with the Construction Schedule, the provisions of Section 105.02 may be invoked.

13. Section 107.19 is hereby removed.

14. Sections 109.05, 109.06, 109.07, 109.08, 109.09, 109.10, 109.11, and 109.12 are hereby removed and replaced with the following:

    109.05 Construction Schedule. The Contractor shall prepare a preliminary Construction Schedule within 30-days of the issuance of a Notice to Proceed. The Contractor shall submit the preliminary Construction Schedule in the form of a Gantt Chart. A Gantt Chart consists of a table of project task information and a bar chart that graphically displays the project schedule, depicting progress in relation to time and often used in planning and tracking projects. The Engineer within seven Days of receipt of the preliminary Construction Schedule shall provide written comments to the Contractor. Within 5 days of receipt of the Engineer's comments, the Contractor shall incorporate the comments and submit a revised Construction Schedule to the Engineer. The Contractor shall update the Construction Schedule every thirty days. The table associated with the Gantt Chart shall be formatted in accordance with the following tables as a minimum:

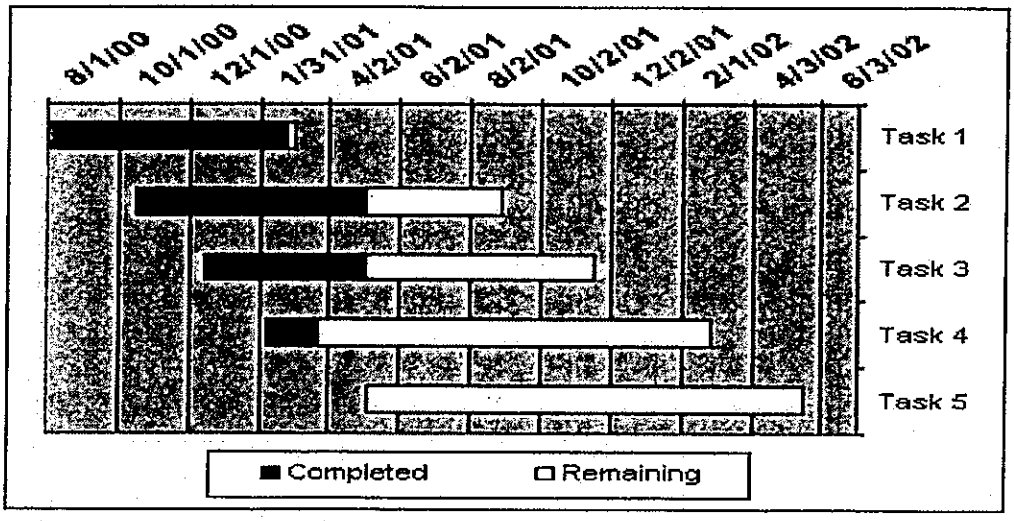
Sample Gantt Chart Table

Task ID	Task Description/ Name	Resource Performing Task	Duration of Task (days)	Start Date	Completion Date	Status
1	Submittals	GC	30	5/15	6/15	Done
2	Mobilize/Setup	GC	10	6/1	6/11	10%
3	Site Clearing	Subcontractor	15	6/12	6/27	0%
Etc.	Etc.	Etc.	Etc.	Etc.	Etc.	Etc.

Note: Table entries are for illustration purposes only.

1. Task ID: Sequential identifier for task (number, alphabetical, alpha-numeric).
2. Task Description/ Name: Brief description or name of major task items.
3. Resource Performing Task: Individuals or company responsible for completion of task and/or with the majority of the work in the task.
4. Duration of Task: Number of days estimated to complete task.
5. Start/Completion dates: Projected dates.
6. Status: Percent completed, description of status, etc.

Sample Graphical Representation of Gantt Chart



109.06 Approval and Acceptance of Contractor Schedule. The Contractor shall review and sign each updated Construction Schedule. The Contractor's signature on any base line or updated Construction Schedule shall serve as an affirmation of the Contractor's approval of and agreement to the Construction Schedule and a representation that the Contractor can meet the requirements of the Construction Schedule without additional compensation.

15. Sections 114.01, 114.02, 114.04, 114.05, and 114.07 are hereby removed and replaced by the following:

114.01 Contractor Payment Request. After confirming the quantities of work performed with the Engineer, the Contractor shall submit monthly to the Engineer an itemized Payment Request, showing the quantities of work performed. The Contractor shall sign the Payment Request thereby certifying that the quantities are correct and the work has been done in accordance with the Contract, and that it constitutes the total amount of work performed during the period. The Contractor shall supply any additional documentation the Engineer may request in connection with each payment to the Contractor. Certified payroll reports for the period of time indicated shall be attached to one copy of every Payment Request. The Contractor shall list on the Contractor Payment Request any approved Change Orders processed and performed during the time covered by the Payment Request.

114.02 Partial Payment. The City shall pay the Contractor an amount equivalent to 90% of the amount listed in each Payment Request within 30 days of the date each Payment Request is executed by the Contractor and approved by the Engineer. After the Contract is 50% complete, as determined by the Engineer, the retainage shall be reduced and the City shall pay 95% of the amount listed in each remaining Payment Request. The amount of Liquidated Damages to which the City is apparently entitled under the Contract Documents may be deducted from any Payment Request by the Engineer and Authorized Representative. Payments due and not paid within such thirty day period shall accrue interest from the date that payment is due under the Contract Documents at the rate paid by the STAR Account in accordance with 120.04.

16. Section 117.06 is hereby removed and replaced with the following:

117.06 Change Order Process. When a change to the Work is ordered, the Engineer shall:

1. Prepare a written request to the Contractor detailing the changes to be made.

2. Reach a written agreement with the Contractor concerning the cost of the Change Order using Unit Prices or the Pricing Guidelines set forth in Section 117.10, whichever the Engineer determines in his or her discretion is applicable.

3. If the cost of the agreed Change Order is less than the available Project Contingency Funds, the Change Order agreement need only be signed by the Engineer.

4. If the cost of the agreed Change Order exceeds the available Project Contingency Funds then the Change Order must be approved by the City Commission and signed by the City Manager. The Contractor may bill for Work covered by the Change Order only after the Change Order is properly executed in accordance with this Section.

17. Section 117.12 is hereby removed and replaced with the following:

117.12 Time Extension. Notwithstanding any other provision of the Contract Documents, time extensions for changes in the Work will depend upon the extent to which the change causes delay in Work on the Critical Path of the Construction Schedule. If extending the time for Contract Completion is not possible, the Contractor shall price, and separately state, all costs of accelerated performance in the Contractor's Proposal. A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements actually delayed and that remaining milestone completion dates will not be altered and may further provide for adjustment of Liquidated Damages, to the fullest extent permitted by law.

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED WITH THE BID

This Checklist is provided for bidder convenience and need not be submitted along with the bid. This Checklist is not part of the Contract Documents and is not intended to modify or replace the language in the Contract Documents. Each bidder should read the actual Contract Documents to determine what is required.

SUBSTITUTION SHEET: See 103.13 of the General Provisions of the Construction and Material Specifications.

BID FORM: See 103.14-103.16 of the General Provisions of the Construction and Material Specifications.

BID GUARANTEE: See 103.38 and 103.17 of the General Provisions of the Construction and Material Specifications.

POWER OF ATTORNEY: See 103.17 of the General Provisions of the Construction and Material Specifications.

NON-COLLUSION AFFIDAVIT: See 103.17 of the General Provisions of the Construction and Material Specifications.

POLITICAL CONTRIBUTION CERTIFICATION: Part of the Bid Form.

RESPONSIBLE CONTRACTOR FORM: Part of Bid Form.

DISCLOSURE OF LITIGATION FORM: Part of Bid Form.

AN EXECUTED AFFIRMATIVE ACTION PROGRAM EQUAL OPPORTUNITY FORM, INCLUDING THE CONTRACTOR'S CERTIFICATION, MBE BUSINESS ENTERPRISE PARTICIPATION FORM, AND WBE BUSINESS ENTERPRISE PARTICIPATION FORM: Part of Bid Form.

CITY OF DAYTON WAIVER REQUEST FORM: Part of Bid Form.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form: Aircraft Maintenance Hangar Project
Phase 2 – Building Package
Dayton International Airport

Bidder: Staffco Construction, Inc.
1340 Spangler Rd
Fairborn, OH 45324

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:

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)

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

Addendum #1	8/10/15
Addendum #2	8/14/15
Addendum #3	8/17/15

BID FORM (continued)

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)
Addendum #3

BASE BID

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
B-1	Base Bid – Architectural (A-Series)	1	LUMP	$1,556,000.00	$1,556,000.00
B-2	Base Bid – Structural (S-Series)	1	LUMP	$2,268,000.00	$2,268,000.00
B-3	Base Bid – Mechanical, Electrical & Plumbing (MEP-Series)	1	LUMP	$2,900,000.00	$2,900,000.00

TOTAL BASE BID (Includes work for all trades): $6,724,000.00

ADD ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This alternate is for a "**CONTINGENCY**" to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this "**ALLOWANCE**" may vary as determined by the OWNER, but shall not exceed the maximum of **$575,000.00**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	$575,000.00	$575,000.00

TOTAL ADD ALTERNATE NO. 1: **$575,000.00**

ADD ALTERNATE NO. 2a
EXISTING BUILDING RENOVATION SOUTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2a	Existing Building Renovation, South	1	LUMP	$95,000.00	$95,000.00

TOTAL ADD ALTERNATE NO. 2a: $95,000.00

ADD ALTERNATE NO. 2b
EXISTING BUILDING RENOVATION NORTH
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-2b	Existing Building Renovation, North	1	LUMP	$83,000.00	$83,000.00

TOTAL ADD ALTERNATE NO. 2b: $83,000.00

ALTERNATE NO. 3
FALL PROTECTION STRUCTURAL UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-3	Fall Protection Structural Upgrade	1	LUMP	$82,000.00	$82,000.00

TOTAL ADD ALTERNATE NO. 3: $ 82,000.00

ALTERNATE NO. 4
HAZARDOUS MATERIAL STORAGE ROOM UPGRADE
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-4	Hazardous Storage Room Upgrade	1	LUMP	$90,000.00	$90,000.00

TOTAL ADD ALTERNATE NO. 4: $90,000.00

BID FORM (continued)

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 1 – SITEWORK AND FOUNDATION PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)
Addendum #3

NON-MANDATORY ALTERNATE NO. 5
PRE-ENGINEERED BUILDING FRAME – SOLID MEMBERS
This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-5	Hazardous Storage Room Upgrade	1	LUMP	$ Ø	$ Ø

TOTAL ADD/DEDUCT ALTERNATE NO. 5: $ Ø

Bid Form (Cont'd)

AIRCRAFT MAINTENANCE HANGAR PROJECT
PHASE 2 – BUILDING PACKAGE
DAYTON INTERNATIONAL AIRPORT
(10% MBE / 5% WBE participation)
Addendum #3

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	$ TOTAL
TOTAL BASE BID	$ 4,034,400.00	$ 2,689,600.00	$ 6,724,000.00
TOTAL ADD ALT. NO. 1 (Contingency Allowance)	$ -0-	$ 575,000.00	$ 575,000.00
TOTAL ADD ALT. NO. 2a (Existing Building Renovation South)	$ 57,000.00	$ 38,000.00	$ 95,000.00
TOTAL ADD ALT. NO. 2b (Existing Building Renovation North)	$ 49,000.00	$ 34,000.00	$ 83,000.00
TOTAL ADD ALT. NO. 3 (Fall Protection Structural Upgrade)	$ 82,000.00	$ Ø	$ 82,000.00
TOTAL ADD ALT. NO. 4 (Hazardous Storage Room Upgrade)	$ 72,000.00	$ 18,000.00	$ 90,000.00

TOTAL ADD ALT. NO. 5 (Non-mandatory, Pre-engineered building solid metal frame members)	$ Ø	$ Ø	$ Ø

The time of completion fixed by the City is 180 Calendar Days.

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

NAME	ADDRESS
"No person or party other than the bidder is interested in this Bid	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _x_ NO _____

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

See attached: Exhibit "A"

Staffco
CONSTRUCTION INC.

EXHIBIT A

1340 Spangler Rd. • P.O. Box 832 • Fairborn, OH 45324 • (937) 878-7915 • Fax: (937) 878-0165

Exhibit A

Litigation Disclosure

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

1340 Spangler Road, P.O. Box 832, Fairborn, OH 45324 937-878-7915 Fax: 937-878-0165

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Staffco Construction, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Jon Stafford, President

Mark Gruber, Vice President

Home Office Address 1340 Spangler Rd, Fairborn, OH 45324

Local Address PO Box 832, Fairborn, OH 45324

Telephone 937-878=7915 Fax 937-878-0165

E-mail jonstafford@staffcoinc.com

Federal I.D.# 31-0828136

Dated this 20th day of August, 2015

Bidder: Staffco Construction, Inc.
(Person, Firm, or Corporation)

By: _____

Title: Jon Stafford, 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

Project: Dayton International Airport / Aircraft Maintenance Hanger Phase 2

BID BOND

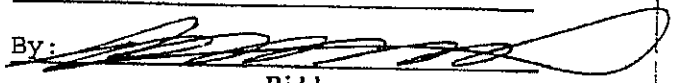
AMOUNT $ 10% of the total bid amount

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

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

Signed and sealed at Dayton, Ohio this 20th day of August, 20 15.

Staffco Construction, Inc.

By: 

Jon Stafford Bidder Staffco

Western Surety Company

By: Beverly J Waker

Beverly J. Waker Surety

USI Midwest, LLC

Name of Insurance Agency

131 N. Ludlow St- Suite 700

Dayton, Ohio 45402

Address of Insurance Agency

937.913.1323 866-772-5426

Telephone FAX

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

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

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of August, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Staffco Construction, Inc. meets the following Contractor requirements relating to this City of Dayton construction project (check all that apply):
(company)

[✓] Comply with all City of Dayton income tax obligations and requirements

[✓] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[✓] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[✓] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[✓] Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By:
(signature)

Title: President

Date: 8/20/2015

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/Eye/Dental Insurance

401K

FSA - Flex Spending Account

Life/AD&D Insurance

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.

Vanlon
Dalton
Omni
Advance Mechanical
Miami Valley Masonry
Kalkreuth
Cardinal Diversity
Enterprise
Delmation
Starco
Fleming
Smoke + Fire Prevention Systems
1st advance Security

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

Please see attached: Exhibit "B"

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

STATE OF Ohio)
) SS:
COUNTY OF Greene)

Jon Stafford, being first duly sworn deposes and states that:

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

Staffco 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 20th day of August, 2015.

SIGNED

Jon Stafford, President
TITLE

Kelli Whitt
NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

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

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

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Dayton International Airport / Aircraft Maintenance Hanger Phase 2 Building Package
NAME — LOCATION

During the performance of this contract:

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

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

Staffco Construction, Inc. (Contractor) certifies that:

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

HVAC	Carpentry
Plumbing	Painting
Electrical	Pr-engineered Metal Building
Masonry	Steel Work
Roofing	
Fire Proofing	

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

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

SIGN: _____

(Signature of Authorized Representative of Bidder)

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

CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL
371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Kiya Patrick
Gabriela Pickett-Mosier

February 10, 2015

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

Dear Mr. Stafford:

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

_X_ It is approved for one year and will expire

on February 29, 2016.

If you have any questions, please contact me at (937)333-1413.

Sincerely,

Vicki Krapf

Vicki Krapf
Administrative Typist II

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

OhioDAS Service · Support · Solutions | Department of Administrative Services
Equal Opportunity Division

Approved

CERTIFICATE OF COMPLIANCE

Staffco Construction, Inc
1340 Spangler Rd
Fairborn, OH 45324

Effective Dates: 3/5/2015 through 09/01/2015

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Staffco Construction, Inc a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Staffco Construction, Inc to maintain certification status, Staffco Construction, Inc must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Staffco Construction, Inc has agreed.

Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government *The State of Ohio is an equal opportunity employer.*

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

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

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

Project Name: Dayton International Airport / Aircraft maintenance Hanger Phase 2 Building Package

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:	Staffco Construction, Inc.					
Tax I.D. Number:	31-0828136					
Street Address:	1340 Spangler Road					
City/State/ Zip Code:	Fairborn, OH 45324					
Phone (area code/#):	937-878-7915	E-mail:	Jonstafford@staffcoinc.com			

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 1,724,000.00 Total $ to subcontract _____ Total % subcontract _____

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford
Sign Name:	

Street Address	1340 Spangler Rd
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

Project Name: Dayton International Airport / Aircraft Maintenance Hanger Phase 2 - Building Package

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: 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:	Cardinal Diversity
Tax I.D. Number:	20-3870038
Street Address:	3620 Salem Ave
City/State/ Zip Code:	Dayton, OH 45406
Phone (area code/#):	(937) 278-4941
E-mail:	EWilliams@Cardinaldiversity.com

Type of Service or Supply to be Provided: Electrical

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 738,000.00 Total % subcontract: 10.9

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford, President Staffco Construction, Inc
Sign Name:	

Street Address	1340 Spangler Rd.
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

Project Name: Dayton International Airport / Aircraft maintenance Hanger Phase 2 Building Package

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: 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:	1st Advance Security and Investigations, Inc.
Tax I.D. Number:	46-1827105
Street Address:	4945 Profit Way
City/State/ Zip Code:	Dayton, OH 45414
Phone (area code/#):	937-210-9010
E-mail:	darryl@1stadvancesecurity.com
Type of Service or Supply to be Provided	security solutions

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 67,240.00 Total % subcontract: 1

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford - Staffco Construction, Inc
Sign Name:	

Street Address	1340 Spangler Rd
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

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

Project Name: Dayton International Airport / Aircraft maintenance Hanger Phase 2 Building Package

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: 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: Miami Valley Masonry						Masonry
Tax I.D. Number: 31-0949048						
Street Address: 2300 Ome Ave						
City/State/ Zip Code: Dayton, OH 45414						
Phone (area code/#): 937-274-2179	E-mail: diholliman@bizwoh.rr.com					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: 6,724,000.00 Total $ to subcontract 350,000.00 Total % subcontract: 5.21

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jon Stafford - Staffco Construction, Inc
Sign Name:	

Street Address	1340 Spangler Rd
City/State/Zip	Fairborn, OH 45324

Revised 2/2014

EXHIBIT "B"

Vendor PEP

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

	Vendor Name	DLSB	NBE	MBE	SBE	WBE	CSTR	SRV	SUP	Business Description	Corporate Email	Contact Last Name	Contact First Name
1	1st Advance Security and Investigations, Inc	X		X	X			X		Security Guard Services and Training	darryl.johnson1st@gmail.com	Johnson	Darryl
2	A To Z Maintenance			X	X		X	X		Poured Concrete Foundation and Structure Contractors,	ldblock@woh.rr.com	Block	Kenneth
3	AAA Wastewater Services, Inc. dba AAA				X			X	X	Rent & Sell Portable Toilets, Cleaning of Septic Tanks,	theresa.miller@aaawastewater.com	DeHart	Tim
4	Abbel Rents & Sells, Inc.				X	X		X	X	Party Equipment Rental	abbelrents@fuse.net	Martin	Carolyn
5	ABS, LLC dba Amy Business Solutions LLC			X	X			X		IT Software and Programming	psaini@abs-us.com	Saini	Parminder
6	AKA Construction, Inc.				X	X	X			Industrial Building Construction, Commercial and	amy@aka-construction.com	Jo Gostomsky	Amy
7	Allied Technical Services Dba Allied Pump Rentals				X		X	X	X	Sewage and Waste Treating Equipment and Supplies,	donna.lansing@alliedpumprentals.com	Sayre	Douglas
8	Anthony James Painting			X	X		X	X		Painting and Wall Covering Contractors, Painting,	aj_trucks@yahoo.com	James Sr	Anthony
9	Ardent Technologies, Inc.			X	X			X		Computer IT Consulting Service	ohbids@ardentinc.com	Appalaneni	Vas
10	Asc Group Inc				X	X		X		Architectural Services, Landscape Architectural Services,	sskinner@ascgrooup.net	Skinner	Shaune
11	Auxano Environmental LLC				X	X		X		Ecological Restoration, Environmental Impact Studies,	auxanoenvironmental@outlook.com	Laskley	Nichole
12	Aztec Electric, Inc.			X	X		X			Electrical Contractor	gminarcek44@gmail.com	Minarcek	George
13	Barr Engineering Inc.			X	X			X		Engineering		Barr	Andrew
14	Barwick Disposal Services	X		X	X			X		Non Hazardous recycling	anthonybarwick@att.net	Barwick	Anthony
15	Beals Janitorial Services LLC			X	X			X		Janitorial Services, Building Maintenance, Commercial	bealsjanitorialservices@gmail.com	Beal	Keith
16	Belgray, Inc.				X		X			Industrial Building Construction, Commercial and	kapp@belgrayinc.com	Boone	Joshua
17	Benchmark Industrial Supplies				X	X			X	Footwear Merchant Wholesalers, Medical, Dental, and	patty@benchmarkindustrial.com	Walling	Mary
18	Billy Back Excavating Ltd				X		X			Site Preparation Contractors	bbexcavate@sbcglobal.net	Back	Billy
19	Bladecutter's Lawn Service Inc		X		X		X	X	X	Landscaping, Grounds Maintenance, Tree Trimming,	info@bladecutters.com	Scott	Laura
20	Brahan Llc, (Broker)				X	X			X	Plumbing and Heat Equipment and Supplies Merchant	crissy@bra-han.com	Elliot	Cristina
21	Brian Brothers Painting & Restoration Llc				X		X	X		Painting and Wall Covering Contractors, Restoration	khoes@brianbrospainting.com	Toopes	Brian
22	Bright Street Supply LLC (Broker)	X			X	X			X	Concrete Products	julia@brightstreet.biz	Wilkie-Gourley	Julia
23	Bright Street, LLC	X			X	X	X	X		Electrical Contractor	julia@brightstreet.biz	Wilkie-Gourley	Julia
24	C&L Carpet	X		X	X	X		X	X	Floor Contractor and Home Furnishing Merchant	cnlcarpet@mail.com	Anand	Ashok
25	Cad Concepts Inc				X	X		X		Engineering Services, Architectural Services	joycej@ccitechs.com	Johnson	Joyce
26	Cannon Construction Services, Llc									Water and Sewer Line and Related Structures	donnaferrell@cincl.rr.com	Ferrell	Donna
27	Cardinal Diversity Group (Broker)	X		X	X			X	X	Electrical Apparatus and Equipment, Wiring Supplies, and	ewilliams@cardinaldiversity.com	Williams	Edward
28	Cirrus Consulting	X			X	X		X		Employment Agency & Search Firm services, nurses,	lkahn@cirrusohio.com	Kahn	Leslie
29	Clark's Excavating & Trucking				X		X			Trucking, Site Preparation Contractor and All Other	jtksclark@aol.com	Clark	Jeffery
30	Colby Woodworking, Inc	X			X			X	X	Wood Office and Store Fixtures /Finish Carpentry	colbycwi@aol.com	Colby	Paula
31	Coldwater Consulting, Llc				X	X		X		Environmental Engineering and Consulting	kdrisch@coldwaterconsultants.com	Risch	Kristen
32	Contech Design, Inc.			X	X			X		Consulting Engineering Service and Drafting and Design	engineers@contechdesign.com	Sinha	Parma
33	Countryside Gardens, Inc.			X	X	X		X	X	Landscaping	tjohnkathy@aol.com	Lemaster	Kathy
34	CPM Enterprises LLC	X		X	X			X		Janitorial Services	albsk@sbcglobal.net	Powell	Albert
35	Creative Photography			X	X			X		Photography Studios, Protrait and Commercial	alowephoto@fuse.net	Lowe	Anthony
36	Cyp Studios/Cypripedium Landscape Architecture				X	X		X		Landscape Architecture Services and Planning	eric@cypstudios.com	Martin	Eugenia
37	D & R Fourman Llc				X		X			Site Preparation Contractors	drfourmanllc@gmail.com	Fourman	Lesley
38	D. Johnson Enterprises			X	X			X	X	Office/Computer Supplies. Furniture Systems	jeatman@wp-int.com	Johnson	Daniel
39	D.A.G. Construction Company, INC.			X	X		X			General Construction	shall@dag-cons.com	Hall	Stephanie
40	D3 Planning Solutions LLC			X	X			X		Telecommunications consulting, Fiber optics, Computer	management@d3plans.com	Pliart	Isadore
41	Dayton Sweeping Service Inc/Dss Sweeping	X			X	X	X	X		Construction Sweeping, Parking Lot Sweeping,	vikl@dss-sweeping.com	Kroeger	Vikl
42	Ddickinson Construction			X	X		X	X	X	Landscaping Services, Construction Supplies, Solid Waste	rcrawford@biosourcelandscaping.com	Anderson	Nathan
43	Diversified Mechanical Systems Llc (Broker)	X		X	X			X	X	Plumbing and HVAC Merchant Wholesaler (Broker)	ehardawayjr@sbcglobal.net	Hardaway	Edward
44	Do It Right Painting	X		X	X		X	X		Painting & Wall Covering Contractor, New Home Painting	gary.fancher@hotmail.com	Fancher	Gary
45	Done Right Commercial Cleaning	X		X	X			X		Janitorial Services, Carpet Cleaning, Flooring Maintenance	kevin.belcher1@aol.com	Belcher	Kevin
48	DT Trucking, LLC				X	X	X			Trucking	tpeuy@woh.rr.com	Geuy	Tami
49	Dynotec, Inc.			X	X			X		Civil Engineering, Land Surveying	vhead@dynotecinc.com	Boka	Tobias
50	Ebony Construction Company Inc			X	X	X	X			Highway, Road & Bridge Construction, Poured Concrete	lkidwell@ebonyco.com	Hall	Amy
51	Edward Hanson Renovations			X	X		X	X		Residential Remodeling, grounds maintenance and some	edwardhansonrenovations@gmail.com	House	Thomas
52	Eggeman Engineering & Consulting Llc				X	X		X		Civil Engineering & Design Consulting	keggeman@eec-eng.com	Eggeman	Kristin
53	Emm Black's Distributor	X		X	X				X	Electrical and Electronic Appliance, Television, and Radio	sblackjr@aol.com	Black	Samuel
54	Environmental Technologies & Communications				X	X		X		Environmental Engineering and Public Relations Consulting	pat.esposito@etc-online.com	Esposito	Pat
55	Ergon Site Construction, LLC			X	X		X			Demolition and Trucking	kjordan@ergonsite.com	Jordan	Korey
56	Ewol Trucking & Construction	X		X	X		X			Trucking, Site Preparatio Contractors	ewoltrucking30@yahoo.com	Lowe	Kelvin
57	Eyler Asbestos, LLC	X			X		X	X		Remediation Services (Asbestos, Mold and Lead	keylerasb@aol.com	Eyler	Karen
58	Faith Daniel And Company, Llc.				X	X	X	X	X	Specialty Trade Contractor and Supplier (Fabricate and	fdcllc@faithdaniel.com	Daniel	Faith

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

Vendor PEP

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

#	Vendor Name	DLSB	MBE	WBE	SBE	VBE	CSTR	SRV	SUP	Business Description	Corporate Email	Contact Last Name	Contact First Name
59	Finergy Global Solutions, LLC			X	X	X		X	X	Incentive Programs, Safety Awards, Improve Morale,	ribbon@finergy.biz	Ferguson	Anjala
60	First Star Safety, LLC				X	X		X		Traffic Engineering Services	mark.knabb@firststarsafety.com	Hollatz	Kelly
61	First Systems Inc		X	X	X			X	X	Janitorial Services, Lawn Care, Building Maintenance and	kwalters@firstsystems.biz	Walters	Kevin
62	Gardner-Tobin Inc	X			X	X			X	Hardware Merchant Wholesalers, Door Hardware, Steel	kathy@gardner-tobin.com	Krafka	Kent
63	Garrett & Associates			X	X				X	Other Construction Material Merchant Wholesalers	jsgill@earthlink.net	Garrett	Leonard
64	Garrigans.com				X				X	Office Supplies	julieg@garrigans.com	Garrigan	Julie
65	Gary Bryant Construction				X	X	X	X		Framing Contractors	sthompson36@woh.rr.com	Thompson	Tracy
66	Gerken Swafford Engineering Solutions, Llc				X	X		X		Engineering Consulting	bswafford@zoomtown.com	Swafford	Barbara
67	Gjo Distributors				X	X	X			Addition, Alteration & renovation general contractor,	gjowens@prodigy.net	Owens	Gloria
68	Global to Local Language Solutions LLC				X	X		X		Classroom training, telecommunication relay services,	grace@g2local.com	Bosworth	Grace
69	Graphic Impact Communications Inc				X	X		X		Graphic Design Services, Marketing Consulting Services,	laf@graphic-impact.net	Leal	Leeann
70	Green Star Trucking Inc		X	X	X	X	X			Trucking, Site Preparation Contractors	gstar426@aol.com	Sutton	Joyce
71	Grissom Construction Llc ,				X	X	X			Culvert Construction Pipe, Curb & Gutter Construction,	grissomcon@att.net	Grissom	Carol
72	Hoskins Agency LLC DBA HE Trucking			X	X		X	X		Trucking	he.trucking555@gmail.com	Hoskins	Darneil
73	Iceberg Home Improvements	X		X	X		X			Residential Remodeling	icb760@yahoo.com	Hill	Tony
74	Imperial Trucking & Contracting Llc ,		X		X	X	X			Site Preparation Contractor, Trucking, Dump Truck of	imperialtruckn@yahoo.com	Baskerville	Earnestine
[redacted]													
76	Indoor Environmental Specialists INC dba				X			X		Mold Assessment, Testing and Remediation/Removal, Air	bgitzinger@envirodoc.com	Gitzinger	Brenden
77	Infrastructure & Development Engineering Inc				X			X		Engineering Services	jhahn@ide-oh.com	Hahn	James
78	Integrity Services AES, LLC dba REU Smoothie				X	X			X	Juices, Misc. Food Perishables, misc. food, staple,	ambersowers@reujuicebar.com	Sowers	Amber
79	Intelitech Systems Inc			X	X	X		X		Environmental Consulting and Computer Systems Design	hpatel@itsysteminc.com	Patel	Hema
80	J & B Steel Erectors, Inc				X	X	X			Highway, Street and Bridge Construction, Structural and	toya@jbsteel.com	Estes	Toya
81	J Enterprises Construction	X	X	X	X		X			Drywall & Insulation Contractors	jsmith@jenterprises-construction.com	Smith	Jimico
82	J L M Trucking, Inc.				X	X	X			Trucking and Demolition & Aggregate Hauling	jlmtrk@aol.com	Murphy	Linda
83	Jacobs Service And Installment Co.			X	X		X	X	X	Plumbing, Heating and Air-Conditioning Contractors	srjttans@yahoo.com	Jacobs	Seth
84	Jones-Warner Consultant Services				X			X		Engineering and Surveying Services	jwci@joneswarner.com	Jones	James
85	Jyg Innovations			X	X	X		X		Computer Systems Design Services, Custom Computer	jgamblin@jyginnovabons.com	Gamblin	Jacquelne
86	Kabil Associates Inc			X	X			X		Engineering- Civil, Structrual and architectural	kabik@kabil.com	Varraso	Elizabeth
87	Kettering Building Services	X		X	X	X		X		Janitoria Servicesl and Building Maintenance	ketteringbuildingservices@yahoo.com	Shackleford	Sumeka
88	Key Cable and Supply Co Inc				X	X			X	Electrical cable and wire supplies, electrical equipment &	asupplee@keycableandsupply.com	Supplee	Andera
89	Kilgore's Heating & Air Conditioning	X		X	X			X		Heating and Air conditioning	jk1hvac@aol.com	Kilgore	Jeffrey
90	KODIG MEDIA			X	X			X		Motion Picture and Video Production, Advertising Agencies	koparah@kodigmedia.com	Oparah	Kelechukwu
91	Kolar Design Inc				X	X		X		Graphic Design Services and Interior Design Services	c.hutchison@kolardesign.net	Kolar	Kelly
92	Korrect Plumbing Company Inc				X	X	X	X		Plumbing, Heating and Air-Conditioning Contractor	nate@korrectplumbing.com	Landis	Kenneth
[redacted]													
94	Ladybug Services	X		X	X	X		X		Exterminating and Pest Control Services	regina@ladybugservices.com	Johnson	Regina
95	Landscapes By Bill Atkin Inc ,				X	X	X	X		Landscaping Services and hardscape installation (patios,	atkinbill@aol.com	Atkin	Vickie
96	Lawhon & Associates Inc				X	X		X		Environmental & Engineering Services	sdaniels@lawhon-assoc.com	Daniels	Susan
[redacted]													
98	Linked Technologies, Inc (dba 5 O' Clock			X	X	X		X	X	Computer hardware/support and store	nikl@linkedtechnologies.com	Chaudhry	Nikl
[redacted]													
100	M A C Paran Consulting Services Inc				X	X		X		Environmental Consulting Services, Testing Laboratories	macparan@macparan.com	Paranink	Michelle
101	M B J Consultants Inc			X	X		X	X		Construction Management including Industry Building	mbarnes@mbjconsultants.com	President	President
102	M&S Flooring, Inc.				X			X	X	Commercial Flooring Contractor	swebster@msfloor.com	Webster	Susan
103	Mad River Construction Llc				X	X	X	X	X	Drywall & Insulation Contractor, Finish Carpentry, Flooring,	k.whiteaker@att.net	Whiteaker	Kim
104	MAFAZO LLC			X	X			X		Programming, Communications, and project management	max@mafazo.com	Aulakh	Narkinder
105	Magic Painting	X	X	X	X		X	X		Painting & Wall Covering Contractor	magicpainting.ohio@ymail.com	Jones	Tommy
[redacted]													
107	Medi Green Med Supplies and Services LLC			X	X	X			X	Medical, Dental and Hospital Equipment and Merchant	vrgreen1893@att.net	Green	Veronica
108	Medic Safe			X	X	X			X	Industrial Safety Products, Medical, Dental and Hospital	ana.obrecht@medic-safe.com	Obrecht	Ana
109	Metro Painting LLC			X	X		X			Painting, wall and ceiling repair, wall covering, drywall	metropainting.dayton@gmail.com	Mcconnell	Charles
110	Miami Valley Masonry				X	X	X			Masonry Contractor	subcontractor@att.net	Chaney	Joy
111	Miller Consulting & Visualization Service, LLC				X			X		Graphic Display Services, Graphic Design and Civil	billoak44@embarqmail.com	Miller	William
112	National Processing Solutions, LLC	X			X	X		X		Credit Card Processing Services	nka@gonps.com	King Albert	Natalie
113	Net Quest Services, Inc.			X	X			X		Equipment Rental with Operator	dquinn@netquestservices.com	Quinn	Dwight
114	New Industry Standard Llc	X	X	X	X		X			Home Improvement (e.g. adding on, Remodeling,	marcuslynch@new-industry-standard.com	Lynch	Marcus
115	Noir Marketing and Public Relations				X	X		X		Marketing Consulting	jessica@noirmarketingandpr.com	Watters	Jessica
116	Oakley Blacktop Inc	X			X	X	X			Asphalt Paving Contractor	oakleyblacktop@aol.com	Oakley	Sheila

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Vendor PEP

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

#	Vendor Name	DLSB	MBE	WBE	CSTR	SRV	SUP	Business Description	Corporate Email	Contact Last Name	Contact First Name
117	Oregon Group Architects, Inc.	X				X		Architectural Services	kzepernick@oregongroup.com	Zepernick	Kyle
118	Oren Plastering Company					X		Drywall and Insulation Contractor, Brick, Stone and related	carolo@oren-usa.com	Oren	Carol
119	P L Mechanical Llc			X	X		X	Plumbing, Heating and Air-Conditioning Contractors,	plmechanical@woh.rr.com	Brown	Bobby
120	Parrot Sports Gear dba Parrot Promo Essentials				X	X	X	Custom embroidered and screened apparel wholesale	holly@parrotsportsgear.com	Beard	Holly
121	Patrick Hansford Associates				X		X	Architectural Services	phansford@woh.rr.com	Hansford	Patrick
122	Peak Security Serv., Inc.	X		X	X	X		Security Guards	jpware50@sbcglobal.net	Peters-Ware	Jeanette
123	Performance Installations, LLC				X	X		Clean Room Install, security and safety enclosure,	kim@performanceinstallations.com	Seymour	Kim
124	PEW Demolition				X		X	Demolition and Excavating	pennington63@roadrunner.com	Wells	Terry
125	Pita Pockets Llc	X		X	X			Catering, Concessions, Food Service	pita.pockets@yahoo.com	Lawless	Charles
126	Pixels and Dots LLC				X	X		Advertising Agencies, Graphic Design Services, Marketing	angela@pixelsanddots.com	Davis	Angela
127	Portfolio Painting LLC			X	X			Painting and Wall Covering Contractors	portfoliopainting@gmail.com	Lucas	David
[redacted]											
129	Proficient Information Technologies Inc				X	X		Computer Systems Design Services, Technology	tmbustillo@yahoo.com	Bustillo	Tina
130	R & R Recovery Zone Inc Dba Puroclean				X	X		Emergency Restoration Services and Remediation Services	bedgren@puroclean.com	Edgren	Rebecca
131	RA Consultants, LLC				X			Engineering Services	jallen@raconsultantsllc.com	Allen	John
132	Rainbow Environmental Services Inc				X	X	X	Remediation Services, Asbestos, Mold, Lead Abatement	resi1990@aol.com	Wilson	Sonya
133	Ralls & Jackson Cleaning & Janitorial			X	X	X		Janitorial Services and Janitorial Supplies	rallsjack@yahoo.com	Ralls	Gloria
134	Reese Electric Inc				X		X	Electrical Contractor	reeseelectric@embarqmail.com	Reese	Richard
135	Reliable Products And Services			X	X			Stationery and Office Supplies Merchant Wholesaler,	orders@rpsohio.com	Hobbs	Daniel
136	Resilient Construction Group				X		X	Drywall and Insulation Contractors and Roofing	rob@resilientconstruction.com	Arwood	Rob
137	Ribway Engineering Group, Inc.			X	X			Engineering Services, Surveying and Mapping,	aeribo@ribwaygroup.com	Eribo	Andrew
138	Robert's Hauling & Mowing Service		X	X	X	X		Lawn service and Junk Removal	robertshaulingS0@aol.com	Filippo	Mary
139	Robinson Trucking Company	X		X	X		X	Trucking		Robinson	Samuel
140	Roby Services dba Roby Supply	X			X						
141	Rpl Resource Group Llc	X			X			Construction Management Services	rlynch@rplresourcegroup.com	Lynch	Ryan
142	S K Pest Control				X	X		Exterminating and Pest Control Services	skpestcontrol@woh.rr.com	Hoover	Sandra
143	Schwarz Roofing, LLC			X	X	X	X	Roofing Contractor	schwarz7@zoomtown.com	Townes	Karen
144	Security Fence Group Inc				X	X	X	Fence Installation, Maintenance and Repair	nbrown@sfence.com	Frankenstein	Christine
145	SEEP, LLC	X		X	X			Insurance Broker for Accident & Health, Variable Annuities,	seeplic@gmail.com	Todd II	Ronald
146	Sharp Conway Architects Llc	X			X	X		Architectural Services	moonway@scarchitects.net	Sharp	Dara
147	Shawntech Communications, Inc.				X			Computer Design Services, Security Systems Services,	records@shawntech.com	Fancher	Lance
148	Soil Testing & Engineering, Ltd.			X	X		X	Engineering Services and Testing Laboratory	salam@soilsteltd.com	Alam	Shafi
149	Solica Construction, Inc.			X	X		X	Construction Management	aml.kulkarni@solicaconstruction.com	Kulkarni	Aml
150	SP Drilling Services, Inc.			X	X	X	X	Foundation Drilling & Landslide Remediation	tammyp@spdrilling.com	Pschesang	Tammy
151	Space And Asset Management Inc Dba Elements				X	X	X	Interior Design and Furniture Merchant Wholesaler	mwilliams@elementsiv.com	Williams	Mark
152	Speak Life On Purpose Llc ,			X	X			Mediation Consultant	kinneyg@sbcglobal.net	Kinney	Gloria
153	Special Waste Systems Inc	X	X	X	X	X		Hazardous Waste Treatment Disposal, Hazardous Waste	charris@specialwastesystems.com	Harris	Colleen
154	Start 2 Finish Excavating				X		X	Site Preparation Contractors, Landscaping Services	s2fexcavating@frontier.com	Frazee	Julia
155	Stone Environmental Engineering & Science				X			Environmental & Civil Engineering Services	marysharrett@stoneenvironmental.com	Sharrett	Mary
156	Tall View Palladium Inc				X	X	X	Trucking and Site Preparation Contractors, Poured	tallviewpalladium@sbcglobal.net	Tuck, III	George
157	Taylor Reconstruction, LLC		X	X	X			Painting and Wall Covering Contractors, Painting (Interior)	charles.taylor57@yahoo.com	Taylor	Charles
158	Teverbaugh Equipment Inc			X	X		X	Trucking and Hauling	williamteverbaugh@att.net	Teverbaugh	William
159	The Clean Water Business Llc				X		X	Environmental Consulting, Administrative Services for	thecleanwaterbusiness@yahoo.com	McCulla	Leigh Ann
160	The Tipharah Group Corp				X	X		Interior Design/Architectural Design Services/Graphic	deirdrebrown@tipharahgroup.com	Brown-Postell	Deirdre M.
161	ThermalTech Insulation, Inc.			X	X	X		Drywall and Insulation Contractors	thermaltechinsulation1@gmail.com	Parrott	Elizabeth
162	Third Party Testing LLC				X	X	X	Environmental and Ecological Services, Consulting	djones@3rdpartytesting.net	Jones	Donny
163	Tinsley And Associates Ltd			X	X			Insurance and Wellness Consulting	smccollum@tabenefits.com	Mccollum	Starla
164	[redacted]			X	X	X					
165	TLC General Contracting, LLC	X									
166	Trinity Corporation			X	X		X	Residential Remodeling and Landscaping	tbcrity1@gmail.com	Curtiss	Teaven
167	True Inspection Services Llc			X	X			Business & Management Consulting	alphonso@trinity-corporation.com	Spence	Alphonso
168	Turn-Key Environmental Consultants Inc			X	X			Building Inspection Services	barry.couts@trueinspectionservices.com	Couts	Barry
169	Unified Construction Services LLC				X			Environmental Consulting Services and Remediation	linda@turn-keyenvironmental.com	Treasure	William
170	W M G Llc (Broker)				X		X	Residential Remodelers and Restoration, Flooring	donettaw@trustucs.com	Weyrauch	Donetta
171	W.C. Jones Asphalt Paving	X		X	X		X	Office Equipment Merchant Wholesaler, Computer and	info@wmgreensales.com	Green	William
172	Waltz-Dettmer Supply Company dba General	X	X	X	X		X	Asphalt Paving, All Other Specialty Trade Contractors, Site	wcjonesasphalt@sbcglobal.net	Lucas	Leo
173	Welly's Welding And Fabrication Services				X			Industrial Supplies, Welding & Safety Supplies, Janitorial	jend@gfwdsupply.com	Stautberg	Teri
174	Wiggins Cleaning & Carpet Service			X	X		X	Welding Services	marvaa@aol.com	Archibald	Roy
						X	X	Janitorial Services	jwiggins@wigginscleaning.com	Wiggins	Jewel

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Vendor PEP

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

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

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(N.B. – This Contract Document and Bond Form will be filled in under the direction of the Director of Public Works, Dayton, Ohio after the Award of Contract.)

CONTRACT AGREEMENT

This agreement made and entered into this 9th day of Oct, 2015, by and between the City of Dayton, Ohio party of the first part and Staffco Construction, Inc., party of the second part for the **Aircraft Maintenance Hanger – Phase 2: Building Package at the Dayton International Airport (10% MBE & 5% WBE Participation)** project in pursuance of the following to wit:

WITNESSETH: That the parties hereto for themselves, their heirs, administrators, executors or successors, have agreed that the party of the second part shall furnish all the necessary appliances, tools, material and labor of every description and carry out and complete in a good workmanlike manner the aforesaid work in accordance with the Plans and Specifications for this project with supplements and changes thereto.

All provisions contained in the "Invitation to Bid", "Contract Bond", "The General Provisions, Section 100 of the City of Dayton (COD), Department of Public Works, Division of Civil Engineering, Construction and Material Specifications, dated October 1, 2008, "Amendments to the City of Dayton General Provisions", "Project Specifications" "Special Provisions", "Plans", "Notices to Contractor", and Addenda are hereby embodied as part of this agreement, as though they were attached hereto.

It is further agreed that the party of the second part shall assume all responsibility for the work, and take all precautions preventing injuries to persons and damage to property on or about the work. He shall assume the defense of, and shall indemnify and save harmless, the City and its individual officers and agents from all claims relating to injury to any or all persons or damage to property, which claim or claims are connected with or arise out of or are incidental to the work to be performed under this contract.

The City of Dayton specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow.

It is further agreed that the party of the first part will pay therefore the price named and set forth in the Bid of the party of the second part, subject to the terms and conditions of this agreement, the total being the approximate sum of:

SEVEN MILLION SIX HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS.

$4,294,400.00 CONSIDERATION FOR MATERIALS

$3,354,600.00 CONSIDERATION FOR OTHER OBLIGATIONS

*$7,649,000.00 The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the party of the second part pursuant to the Contract, calculated upon the unit price as set forth in the Bid.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hand and seals.

Dated the day and year first herein written.

THE CITY OF DAYTON, OHIO

BY: _____
Director of Public Works

CONTRACTOR

Staffco Construction, Inc.

BY: _____

Jon Stafford, President
(TITLE)

Approved as to Form and Correctness

_____
City Attorney MB

Approved by:

_____
City Manager

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

September 30, 2015 Min. Bk. F/4 Pg. _____

_____
Clerk of Commission

*Awarded Base Bid, Alternate No. 1 (Contingency Allowance), Alt. No. 2a, Alt. No. 2b, and Alt. No. 3, Alt. No. 4

CERTIFICATE OF FUNDS CT151235

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	08/12/15
Expiration Date	10/31/17
Original Commission Approval	$ 7,649,000.00
Initial Encumbrance	$ 7,649,000.00
Remaining Commission Approval	

Required Documentation

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

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	
Remaining Commission Approval	$ -

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

Amount: $ 7,649,000.00
Fund Code 51236 - 3210 - 1424 - 43 - ____
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Staffco Construction Inc.

Vendor Address: 1340 Spangler Road, PO Box 832, Fairborn, Ohio, 45324
(Street, City, State, Zipcode + 4)

Federal ID: 31-0828136

Commodity Code: 96812

Purpose: Construction services for "Phase 2-Building Package" for the Aircraft Maintenance Hangar Project at the Dayton International Airport.

Contact Person: Liz Zelinski

Aviation/Engineering (Department/Division) 9/16/2015 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] 9-18-15
Finance Director Signature — Date

[signature] 9-18-15 CT151235
CF Prepared by — Date — CF/CT Number

COMMISSION

CONTRACT BOND

KNOW ALL MEN BY THE PRESENTS

That we Staffco Construction, Inc. and Western Surety Company c/o USI Midwest, LLC, 131 N. Ludlow St., Suite 700, Dayton, Ohio 45402 as surety, are held and firmly bound unto the City of Dayton, Ohio in the sum of Seven million six hundred forty-nine thousand dollars and zero cents ($7,649,000.00) lawful money of the United States, to be paid on demand, to said The City of Dayton, its successors or assigns, for which payment well and truly to be made, the undersigned bind themselves, their heirs, executors, administrators, successors or assigns, jointly and severally firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. The above-named principal did on the 18th day of September, 2015, enter into the Contract hereto attached, with the City of Dayton for the project Aircraft Maintenance Hanger – Phase 2: Building Package at the Dayton International Airport (10% MBE & 5% WBE Participation) which Contract is made a part of this bond the same as though fully set forth herein.

2. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall well and truly execute all and singular the stipulations by said party to be executed and shall fully and faithfully perform the work therein specified, and comply with, do and perform all and singular the terms, conditions and requirements of the plans, specifications and agreement composing said Contract, and shall hold said City harmless from any and all loss of damage in any manner resulting from any failure of said party of the second part to comply with the performance thereof, and shall indemnify and save harmless the City of Dayton, from any and all claims of any kind that may be filed or asserted against said City, or any officer thereof, at any time, for the use of any patented article or for the infringement of any patent, and shall indemnify and save harmless said the City of Dayton from all liens, charges, claims, demands, loss, cost, and damages of every kind and nature whatsoever, and shall pay all legal claims for labor performed upon and for material and machinery furnished for the work specified in said Contract, if the principal shall for the period of one (1) year from the date of acceptance, at his own expense, make all repairs which may become necessary by reason of defective material or workmanship, then this obligation shall be void, otherwise to remain in full force and effect in law.

3. We, the undersigned, hereby stipulate and agree that this undertaking shall be for the use of any laborer, material man, or machinery man, having just claim as aforesaid, as well as for said the City of Dayton; and further, the said surety or sureties hereon hereby stipulate and agree that from time to time, and as often as they may see fit, the parties to said Contract may make additions to, omissions from or modifications of the work, and of the plans, specifications and Contract, without notice to or the necessity of obtaining the consent or approval of the surety or sureties hereon and the same shall not in any way affect the obligations of said surety or sureties on this bond.

4. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, has agreed with said the City of Dayton that he will repair any defect in any roadway, pavement or other work done under said Contract, which defect in the opinion of the City (as said term "City" is defined in said Contract) is caused by, arises out of, or is incident to the use of defective material, improper workmanship, or failure by said Contractor to comply with the specifications or any other requirement of said Contract, expressed or implied during the period of one (1) year following the acceptance by said City of the work performed under the aforesaid Contract; that such repairs shall be made as directed by and subject to the approval of the Director of Public Works and without expense to said City; and that if said Contractor fails to begin the work of making such repairs, within five (5) days after written notice to do so, service to which notice may be made in any of the ways authorized in said Contract, or if having begun to make such repairs, such Contractor fails, neglects or refuses to carry such repairs to prompt conclusion, said the City of Dayton, acting through its proper officers, may cause satisfactory repairs to be made and charge the expense thereof to and receive the same from said Contractor or his surety hereunder; provided that if the repair of a pavement is necessary solely because of the fact that the City has permitted openings to be made therein, subsequent to its acceptance thereof, then the said City shall be responsible for the maintenance and repair thereof.

5. If the Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall comply with the conditions of this obligation, the same shall be void, otherwise to remain in full force and effect.

6. The sum for which the principal and surety are held and bound to the City of Dayton shall be ten percent (10%) of the Contract amount during the one (1) year period following acceptance as provided in paragraph four (4) above.

Witness our signature, this 18TH day of SEPTEMBER 2015.

Signed in the presence of:

Witness:

Kelly Whitt

Staffco Construction, Inc.

By: [signature]

Principal (Title)

Jon Stafford, President

Address: 1340 Spangler Road
Fairborn, Ohio 45324

Telephone: 937-878-7915

Fax: 937-878-0165

Federal I.D. Number: 31-0828136

Western Surety Company

SURETY

Kim Richards

By: Beverly J Waker

BEVERLY J. WAKER, ATTORNEY-IN-FACT

Address: c/o USI Midwest, LLC
131 N. Ludlow St-Suite 700
Dayton, Ohio 45402

Telephone: 937-913-1323

N.B. Attach corporate seal of principal of corporation
Attach corporate seal of surety company signing

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Client#: 1132401 STAFFCON6

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2015

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

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

PRODUCER	CONTACT NAME: Tami Taylor
USI Midwest, LLC 131 N. Ludlow St., Suite 700 Dayton, OH 45402 937-223-8891	PHONE (A/C, No, Ext): 937-913-1314 FAX (A/C, No): 855-282-7618 E-MAIL ADDRESS: tamara.taylor@usi.biz
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Staffco Construction, Inc. P.O. Box 832 Fairborn, OH 45324	INSURER A: Westfield Insurance Company — 24112 INSURER B: Federal Insurance Company — 20281 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TRA3415374	10/15/2014	10/15/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X PD Deductible: $500						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			TRA3415374	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			TRA3415374	10/15/2014	10/15/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Ohio Stop Gap			TRA3415374	10/15/2014	10/15/2015	$1MM/$1MM/$1MM	
B	Builder's Risk			0663-6619	10/15/2014	10/15/2015	$2,000,000-Renovation	
							Other - Per Project	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Aircraft Maintenance Hanger - Phase 2: Building Package at the Dayton International Airport

30 day notice of cancellation applies

CERTIFICATE HOLDER

City of Dayton
101 West Third St.
Dayton, OH 45401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BJWAK

DELINQUENT PERSONAL PROPERTY TAXES

TO: Director of Finance, City of Dayton, Ohio

I submitted a bid to the City of Dayton on August 20, 2015 and having been awarded the contract Aircraft Maintenance Hanger – Phase 2: Building Package at the Dayton International Airport (10% MBE & 5% WBE Participation) described as the submit statement to comply with the requirement of Section 5719.042, Ohio Revised Code.

NOTE: If paragraph No. 1 below is applicable, the bidder should sign in the space provided at the end of the paragraph, and then cross out paragraph No. 2.

If paragraph No. 2 below is applicable, the bidder should insert the requested information, and then cross out paragraph No. 1.

No. 1. At the time I submitted my bid, I was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio.

Staffco Construction, Inc.
Name of Firm

President
Signature of Officer, Title

No. 2. At the time I submitted my bid, I was charged with delinquent personal property taxes, penalties, and interest as follows:

$ _____ Delinquent Taxes

$ _____ Penalties

$ _____ Interest

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

_____
Name of Firm

_____
Signature of Officer, Title

State of Ohio) ss
County of Montgomery

Jon Stafford, President , being first duly sworn, says that the statements made above are true as he/she verily believes.

Sworn to before me and subscribed in my presence this 30th day of September, 2015.

Kelli Whitt
Notary Public

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1300219-0

STAFFCO CONSTRUCTION INC
PO BOX 832
FAIRBORN, OH 45324-0832

Period specified below

07/01/2015 through
06/30/2016

www.bwc.ohio.gov

Issued by:

Stephen Buehrer
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

Staffco
CONSTRUCTION, INC.

September 30, 2015

City of Dayton
Department of Public Works
101 West Third Street
Dayton, OH 45401

RE: Aircraft Maintenance Hanger Project Phase 2-Building Package at the Dayton International Airport

To: Lana Hamby

Please see the attached items requested for the above project. Additional requirements below.

Fringe Benefits – LS Financial Group, 7755 Paragon Rd. Suite 105, Dayton, OH 45459

1. Health Insurance – United Health Care, Dept CH 10151, Palatine, IL 60055-0151
2. Dental Insurance – United Health Care, Dept CH 10151, Palatine, IL 60055-0151
3. Vision Insurance – Avesis Vision Care Plus, PO Box 52718, Phoenix. AZ 85072
4. Life and AD&D Insurance – Principal Financial Group, Des Moines, IA 50392-0001
5. Flex Spending Account – Paychex, Inc. 1175 John St, West Henrietta, NY 14586

Staffco Construction Inc., is a Non-Union company.

Payroll Clerk: Mert Christmann – mert@staffcoinc.com. Paychex Inc. is the payroll service that we use.

1340 Spangler Rd. • P.O. Box 832 • Fairborn, OH 45324 • (937) 878-7915 • Fax: (937) 878-0165

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS
BUSINESS OFFICE

101 WEST THIRD STREET
P.O. BOX 22 • DAYTON, OHIO 45401
937 333-3803 • FAX 333-4077
www.daytonohio.gov

September 24, 2015

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

RE: Aircraft Maintenance Hanger Project Phase 2-Building Package at the Dayton International Airport (10% MBE & 5% WBE Participation)

To: Mr. Stafford

Please be advised that the project **Aircraft Maintenance Hanger Project Phase 2-Building Package at the Dayton International Airport (10% MBE & 5% WBE Participation)** in the amount of $7,649,000.00 is due to be awarded by the City Commission at their meeting on September 30, 2015. In order to complete the written contract, it will be necessary for a representative of your firm to sign the contract and attend a brief pre-construction conference of the Fair Labor Standard Act and the Minority Utilization Report. Your pre-construction will be scheduled at a later date by Liz Zelinski. **Please leave the date blank on page 8 of the Contract Agreement, the City Manager will fill the date in when he signs the contract.**

The following items must be returned to this office.

1. Enclosed contract bonds executed by your bonding agency. Please attach on power of attorney to each bond. (Return all four City of Dayton forms; no other will be accepted). **Please make sure that bonding company fills in all dates on the bond and power of attorney.**

2. Enclosed City of Dayton Certificate of Insurance forms. (Return all four (4) forms). If you are using your insurance forms please make sure that **The City of Dayton is listed on the form, the name of the project is listed and that the clause "the issuing company must provide 30 days written notice to the certificate holder named"**

3. Enclosed Delinquent Personal Property Tax form. (Return all four (4) forms).

4. A copy of your worker's compensation.

5. List of Sub-Contractors to be used on the project and their Federal I.D. Numbers.

6. Name and address of company that fringe benefits are submitted to, along with a detailed breakdown of fringe benefits.

7. Letter stating whether your company is Union or Non-Union.

8. Name of Payroll Clerk.

9. **When you submit your first payroll or sub-payroll please have all non-union employees fill out the "Prevailing Wage Notification to Employee" form.**

Please make the necessary arrangements to complete these requirements within ten (10) days of receipt. If you have any questions, I can be reached at (937) 333-3831. **Please mail completed contract to: City of Dayton-Civil Engineering, Attn: Lana Hamby, 101 W. Third St-5th Floor, Dayton, OH 45402.**

Sincerely,

Lana Hamby

Lana Hamby
Office Supervisor I

cc: Liz Zelinski, Vicki Krapf; HRC, Business Office

4.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date 9/30/15

FROM: Aviation / Operations
Department/Division

Code 51236-3210-1424-43

(CHECK ONE)

Fund Title Aviation Capital

Amount $ $7,649,000 (thru 10/2017)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☑ Award of Contract ☐ Payment of Voucher

☐ Other

Supplier/Vendor/Company/Individual:

NAME Staffco Construction, Inc.

ADDRESS 1340 Spangler Road

Fairborn, Ohio 45324

Justification and description of purchase, contract or payment:

AIRCRAFT MAINTENANCE HANGAR – PHASE 2: BUILDING PACKAGE AT THE DAYTON INTERNATIONAL AIRPORT (10% MBE & 5% WBE GOAL, 12.15% MBE & 5.95% WBE PARTICIPATION)

The Dayton International Airport's Aircraft Maintenance Hangar Project is part two of a two part project to build a 67,500 S.F aircraft maintenance hangar and a 10,000 S.F. single story service bay addition adjacent to the existing aircraft maintenance hangar at the Airport. This project includes a pre-engineered building frame, wall cladding and roof system that will become the aircraft hangar itself and the associated hangar door. The adjacent service bay is constructed with conventional methods including load bearing masonry walls combined with steel columns and beams to support a fire rated roof enclosure. Construction includes all necessary building systems including infrared heating in the aircraft hangar, heating and cooling for the service bay and an extensive fire protection system for both the hangar and service bay. New overhead lighting and large, industrial size ceiling fans provide lighting and bird control measures.

Three (3) bids were received for this project. It is recommended that the contract be awarded to the second lowest bidder, Staffco Construction, Inc.; the lowest bidder was unable to meet HRC's goal for the project. The total contract amount is $7,649,000 including the base bid of $6,724,000, Add Alternate No. 1 (Contingency Allowance) in the amount of $575,000, Add Alternate No. 2a (Existing Building Renovation South) in the amount of $95,000, Add Alternate No. 2b (Existing building Renovation North) in the amount of $83,000, Add Alternate No. 3 (Fall Protection Structural Upgrade) in the amount of $82,000 and Add Alternate No.4 (Hazardous Storage Room Upgrade) in the amount of $90,000. The engineer's estimate of cost for this project was $9,000,000. The time of completion is 180 Calendar Days. Staffco Construction, Inc.'s expected MBE and WBE participation is 12.15% and 5.95%, respectively. The contract will be awarded at execution and is not expected to be closed until October 2017.

The project is being funded with a $5,000,000 JobsOhio loan and the remaining $2,649,000 in Aviation Capital Funds. A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, and the proposal from the firm recommended for award are attached.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Rashella Lavender
Clerk

September 30, 2015
Date

Division

Department

Shelley Dickstein
City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS CT151235

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order:

Contract Start Date	08/12/15
Expiration Date	10/31/17
Original Commission Approval	$ 7,649,000.00
Initial Encumbrance	$ 7,649,000.00
Remaining Commission Approval	

Required Documentation

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

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	
Remaining Commission Approval	$ -

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

Amount: $ 7,649,000.00	Amount:
Fund Code 51236 - 3210 - 1424 - 43 - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Staffco Construction Inc.

Vendor Address: 1340 Spangler Road, PO Box 832, Fairborn Ohio 45324 (Street, City, State, Zipcode + 4)

Federal ID: 31-0828136

Commodity Code: 96812

Purpose: Construction services for "Phase 2-Building Package" for the Aircraft Maintenance Hangar Project at the Dayton International Airport.

Contact Person: Liz Zelinski Aviation/Engineering (Department/Division) 9/16/2015 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] 9-18-15
Finance Director Signature Date

[signature] 9-18-15 CT151235
CF Prepared by Date CF/CT Number

RHH 9/18/15

COMMISSION
SEP 30 2015
CALENDAR

Finance Department

October 18, 2011

PROJECT: AIRCRAFT MAINT. HANGER PHASE 2-BUILDING PACKAGE AT DIA (10% MBE & 5% WBE)

Cost Estimate:$ 9,000,000.00

BID OPENING: AUGUST 20, 2015

ESTIMATED COMPLETION DATE: 180 Calendar Days

	CONTRACTOR	BASE BID	ALTERNATE #1 (Contingency)	ALTERNATE #2a (Existing Building Renovation South)	Est. Completion Time	10% MBE Participation	5% WBE Participation
1	XXX AKA Construction	$6,513,900.00	$575,000.00	$83,000.00	180 Calendar Days	2.95 % Waiver	7.97 %
2	Staffco Const.	$6,724,000.00	$575,000.00	$95,000.00	180 Calendar Days	11.9%	5.27%
3	RL Fender Const.	$7,429,758.00	$575,000.00	$108,168.00	180 Calendar Days	12%	5.36%

	CONTRACTOR	ALTERNATE #2b (Existing Building Renovation North)	ALTERNATE #3 Fall Protection Structural Upgrade)	ALTERNATE #4 (Hazardous Storage Room Upgrade)	ALTERNATE #5 (Non-Mandatory Pre-engineered building solid metal frame members)
1	AKA Construction	$74,000.00	$84,000.00	$91,000.00	No Bid
2	Staffco Const.	$83,000.00	$82,000.00	$90,000.00	No Bid
3	RL Fender Construction	$89,099.00	$82,391.00	$90,349.00	No Bid

XXX Apparent Low Bidder on Base Bid

MEMORANDUM

September 9, 2015

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Aircraft Maintenance Hanger – Phase 2: Building Package at Dayton International Airport (10% MBE and 5% WBE)**

The apparent low bidder, AKA Construction, submitted a bid which did not meet the MBE goal. The bidder requested a waiver for the MBE goal for this project, but they only achieved 72 out of 75 points needed. In addition to not achieving the required points, the PEP Policy and Procedures Manual, Section 3.021 Good Faith Efforts states:

> "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 goal. For example, when the apparent successful lowest and best bidder fails to meet the participation 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."

Of the three bids submitted, two exceeded the participation goal. For these reasons, the HRC recommends the second lowest bidder, Staffco Construction, who submitted a bid which exceeded the MBE and WBE goals utilizing certified companies. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

RECOMMENDED RANK ORDER	**PERCENTAGE OF PARTICIPATION**
A. Staffco Construction	
A. MINORITY BUSINESS ENTERPRISE	
Cardinal Diversity	11.20%
1st Advance Security	0.95%
B. WOMEN BUSINESS ENTERPRISE	
Miami Valley Masonry	5.95%
TOTAL PARTICIPATION	12.15% MBE 5.95% WBE

Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact Catherine Crosby at 333-1403.

Staffco

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

September 2, 2015

Subject: DIA Aircraft Maintenance Hanger, Phase 2

Dear Ms. Hyde.

The following is in response to your email dated 9/1/15 regarding my subcontractors Cardinal Diversity Group, Miami Valley Masonry, and 1st Advance Security and Investigations breakdowns. I have also included the spreadsheet that I sent you on 8/24/14 breaking down my MBE and WBE participation percentages.

1. Project: City Of Dayton's International Airport Aircraft Maintenance Hangar			
2. Prime Contractor: Staffco Construction, Inc.			
3. City and State of Prime Contractor: Fairborn, Ohio 45324			
4. Description of Work:	**Electrical Div 26 & 28**		
5. Subcontractor:	**Cardinal Diversity Group**		
Unit cost	n/a		
Total Base Bid	$738,000		
Alternate 2a	$18,600		
Alternate 2b	$34,250		
Alternate 4	$1,120		
6. Total Package	$791,970	Material: $512,138	labor: $279,832
4. Description of Work	**Masonry and Floor Protection**		
5. Subcontractor:	**Miami Valley Masonry**		
Unit cost	n/a		
Total Base bid	$350,000		
Alternate 2a	$29,200		
Alternate 2b	$10,730		
Alternate 4	$30,800		
6. Total Package	$420,730	Material: $191,230	Labor: $229,500
4. Description of Work:	**Security**		
5. Subcontractor:	**1st Advance Security and Investigations, Inc.**		
Unit cost:	1444 Hours at $46.54		
Total Base Bid	$67,240		
6. Total Package	$67,240	Material : $0	Labor: $54,178.88

1340 Spangler Road, P.O. Box 832, Fairborn, OH 45324 937-878-7915 Fax: 937-878-0165

Staffco Construction

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

August 24, 2015

Project: Aircraft Maintenance Hangar Phase 2 Building Package

Dear Ms. Hyde,

Please see breakdown below of the MBE and DBE percentages per your email request on 8/21/15.

BASE BID			**$6,724,000.00**	
MBE	1st Security	$67,240.00		
	Cardinal Diversity Group	$738,000.00		
		$805,240.00	**11.98%**	**MBE**
WBE	Miami Valley Masonry	**$350,000.00**	**5.21%**	**WBE**

BASE BID PLUS ALTS 2 THRU 4			**$7,074,000.00**	
MBE	Base Bid (see above)	$805,240.00		
	Cardinal Diversity Group - Alt 2a	$18,600.00		
	Cardinal Diversity Group - Alt 2b	$34,250.00		
	Cardinal Diversity Group - Alt 4	$1,120.00		
		$859,210.00	**12.15%**	**MBE**
WBE	Base Bid (See above)	$350,000.00		
	Miami Valley Masonry - Alt 2a	$29,200.00		
	Miami Valley Masonry - Alt 2b	$10,730.00		
	Miami Valley Masonry - Alt 4	$30,800.00		
		$420,730.00	**5.95%**	**WBE**

If you need anything else, please contact me at your convenience.

Sincerely,

Jon Stafford
President

1340 Spangler Road, P.O. Box 832, Fairborn, OH 45324 937-878-7915 Fax: 937-878-0165

1ST ADVANCE SECURITY AND INVESTIGATIONS, INC.

9/1/2015

Juleda Hyde
Contracting Compliance Officer
City of Dayton
Human Relations Council
371 West Second Street
Suite 100
Dayton, Ohio 45402

Dear Mrs. Hyde:

Per your request on September 1, 2015, I am submitting the following response to the information needed for the **Dayton International Airport Aircraft Maintenance Hanger Phase 2 – Building Package (10% MBE 5% WBE).**

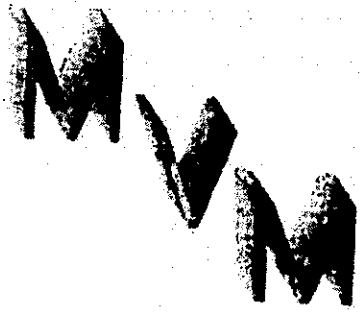
1.	**Name of the Project**	**Dayton International Airport Aircraft Maintenance Hanger Phase 2 – Building Package**
2.	**Name of the Prime Contractor**	**Staffco Construction**
3.	**City and State of Prime Contractor**	**Fairborn, Ohio**
4.	**Project work division area(s) to be performed and list the specific segment of work you will perform according to the plans and specifications.**	**Gate Guard (Special Provisions OO B 1)**
5.	**Unit Costs:**	**$46.54**
	Total Hours:	**1444**

	Total Cost:	$67,240.00
6.	Cost Breakdown for each segment of work you will perform	
	Material	$0.00
	Labor:	$54,178.88
7.	Markup or Profit	$0.00
8.	Trucking Company	N/A
	Number of Trucks	N/A
	Type of Truck(s)	N/A
	Describe the work you will perform	N/A
	Type of Material	N/A
	Number of Hours	N/A

Respectfully Submitted

Darryl Johnson

Darryl Johnson
President/CEO
1st Advance Security and Investigations, Inc.



MIAMI VALLEY MASONRY, INC.

(FBE/DBE/SBE/EDGE CERTIFIED)

September 3. 2015

Ms. Juleda Hyde
Contract Compliance Officer
Human Relations Council
City of Dayton
371 West Second Street – Suite 100
Dayton, OH 45402

Re: DIA Aircraft Maintenance Hangar Phase 2 – Building Package
Subcontractor Verification

Juleda.

Miami Valley Masonry submits the information requested for the above referenced project:

1. Name and address of project:	Dayton International Airport Aircraft Maintenance Hangar Phase 2
2. Name of Prime Contractor	Staffco Construction, Inc.
3. City and State of Contractor	Fairborn, Ohio
4. Project Work Division(s)	042000 Masonry Floor Protection
5. Unit Cost	N/A
Total Cost	$420,730.00* **(see note on following page)**
6. Cost Breakdown	Material - $191,230.00 Labor - $229,500.00
7. Material Mark-Up/Profit	N/A
8. Trucking	N/A

2300 Ome Ave. Dayton, Ohio 45414 www.miamivalley-masonry.com Tel: 937-274-2179 Fax: 937-274-9975

***Note: Labor and Material cost number(s) stated include Alternate 2A, 2B and Alternate 4, as well as cost number for Floor Protection.**

If there are additional questions or more information needed, please do not hesitate to contact me at (937) 274-2179 or my Estimator, Eric, at (937) 313-0477. Thank you.

Respectfully Submitted,

MIAMI VALLEY MASONRY, INC.

Joy L. Chaney

Joy L. Chaney
President

2300 Ome Ave. Dayton, Ohio 45414 www.miamivalley-masonry.com Tel: 937-274-2179 Fax: 937-274-9975

Cardinal Diversity Group Inc.

3622 Salem Avenue Dayton Ohio 45406 Phone (937) 278-4941 Fax (937) 278-5410 www.cardinaldiversity.com

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

2 Sep 2015

Re: Subcontractor verification request

Ms. Hyde,

The following applies to the request information:

1	Dayton Airport, Aircraft Maintenance Hanger Phase 2			
2	Staffco Construction Inc			
3	Fairborn, Ohio 45324			
4	Div 26 & 28			
5	Unit Cost	$ 791,970.00	Total Cost	$ 791,970.00
6		Mat		Lab
	Electrical	$ 479,298.00		$ 258,702.00
	Alternate 2A	$ 11,270.00		$ 7,330.00
	Alternate 2B	$ 21,310.00		$ 12,940.00
	Alternate 4	$ 260.00		$ 860.00
7	5%			
8	N/A			

Sincerely,

Ed Williams

BACK

City Manager's Report

From 2390 - Planning & CD/Community Dev

Date December 21, 2016

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $ N/A

Name The Ohio State University

Address 1960 Kenny Road
Columbus, Ohio 43210-1016

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Community Development Block Grant (CDBG)	26017-2390-1159-31-PL2013	N/A

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

Description

First Amendment to CDBG Agreement – The Ohio State University

The Department of Planning and Community Development is requesting approval of the First Amendment to the CDBG Agreement with The Ohio State University in the amount of $160,000.00 for the Vacant to Vibrant Urban Agriculture Project. This First Amendment changes the original project scope to procure and install high tunnels and other climate-control growing systems on at least two vacant lots in low- and moderate-income areas. This project is a continuation of the City's Urban Agriculture initiative. The First Amendment extends the expiration date to June 30, 2017.

This First Amendment shall commence upon execution by the City and it shall terminate on June 30, 2017.

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

A copy of the First Amendment is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CDBG FIRST AMENDMENT
THE OHIO STATE UNIVERSITY
VACANT TO VIBRANT: DAYTON, OHIO, URBAN AGRICULTURE PROJECT
CFDA 14.218

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2016, is between THE CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio (hereinafter called "City"), and THE OHIO STATE UNIVERSITY, a state-controlled institution of higher education with an administrative office at 1960 Kenny Road, Columbus, Ohio 43210-1016 (hereinafter called "Subrecipient").

WITNESSETH THAT:

WHEREAS, The City entered into a contract with the United States Department of Housing and Urban Development ("HUD") providing for financial assistance to the City under Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, The Project set forth herein will meet one of the Community Development Block Grant ("CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: 1) to benefit low/moderate income persons; 2) aid in the prevention or elimination of slum and blight; and 3) meet community development needs having a particular urgency; and,

WHEREAS, Subrecipient was awarded CDBG funds through the 2013-2014 CDBG Discretionary Application Process to support the City's urban agriculture initiatives; and,

WHEREAS, On November 19, 2014, the City Commission approved an Agreement between the City and Subrecipient to provide CDBG funds for the Vacant to Vibrant program; and,

WHEREAS, The City and Subrecipient desire to amend the original Agreement as specified herein.

NOW, THEREFORE, For the consideration of mutual promises hereinafter set forth, City and Subrecipient agree as follows:

1. ARTICLE I, SCOPE OF SERVICES, will be deleted in its entirety and replaced with the following:

I. SCOPE OF SERVICES

Subrecipient shall procure and install high tunnels and other climate-controlled growing systems on at least two (2) vacant lots in low- and moderate-income areas in the City. The lots will be determined jointly by the Subrecipient and the City. The City will reimburse the Subrecipient for associated infrastructure, supply, and supervisory costs not to exceed ONE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS ($160,000.00).

2. ARTICLE II, TERM AND PERFORMANCE, will be deleted in its entirety and replaced with the following:

II. TERM AND PERFORMANCE

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and the agreement shall terminate on June 30, 2017. Expenditures may be incurred under this Agreement beginning May 1, 2014.

3. ARTICLE III, PAYMENT, will be deleted in its entirety and replaced with the following:

III. PAYMENT

The City shall make available to the Subrecipient the City's CDBG funds in the amount of ONE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS ($160,000.00) for the work and services to be provided by the Subrecipient.

Funding will be provided in the allocation of ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00) in 2013 CDBG funds and FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) in 2014 CDBG funds. Payment to the Subrecipient shall be based upon submission of monthly invoices using the Subrecipient standard invoice. All monthly invoices shall state the invoice period, list the total amount requested, and provide copies of expense details including salaries/fringes detailed by person, and back-up documentation for all other expenses invoiced. Subrecipient shall also submit, upon request by the City, such other supporting documentation and information to substantiate the invoice amount. The City will remit payment to the Subrecipient within thirty (30) days from the City's receipt of the monthly invoice and verification that the service(s) were actually performed.

4. In ARTICLE IV, SECTION E, INSURANCE AND BONDING, the reference to 24 CFR 84.31 will be replaced with 2 CFR 200.310 and the reference to 24 CFR 84.48 will be replaced with 2 CFR 200.235.

5. In ARTICLE IV, SECTION H, SUSPENSION AND TERMINATION, the references to 24 CFR 85.43 will be replaced with 2 CFR 200 Subpart D.

6. In ARTICLE V, SECTION A, PART 1, ACCOUNTING STANDARDS, the reference to 24 CFR 84.21 will be replaced with 2 CFR 200 Subpart E.

7. In ARTICLE V, SECTION A, PART 2, COST PRINCIPLES, the references to OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," and A-21, "Cost Principles for Education Institutions," will be replaced with 2 CFR 200 Subpart E.

8. In ARTICLE V, SECTION B, PART 1, RECORDS TO BE MAINTAINED, the reference to 24 CFR 84.21 will be replaced with 2 CFR 200 Subpart D.

9. In ARTICLE V, SECTION B, PART 6, AUDITS, MONITORING, AND EVALUATION, the reference to OMB Circular A-133 will be replaced with 2 CFR 200 Subpart F.

10. In ARTICLE V, SECTION D, PART 2, OMB STANDARDS, the reference to 24 CFR 84.40-48 will be replaced with 2 CFR 200.317-200.326.

11. In ARTICLE V, SECTION E, USE AND REVERSION OF ASSETS, the reference to 24 CFR Part 84 will be replaced with 2 CFR Part 200.

12. In ARTICLE VI, SECTION D, PART 4, CONFLICT OF INTEREST, the reference to 24 CFR 84.42 will be replaced with 2 CFR 200.

13. EXHIBIT A, "SCOPE OF SERVICES," will be deleted in its entirety and replaced with the attached EXHIBIT A, "SCOPE OF SERVICES."

14. EXHIBIT B, "BUDGET," will be deleted in its entirety and replaced with the attached EXHIBIT B, "BUDGET."

15. EXHIBIT C, "MONITORING SCHEDULE," will be deleted in its entirety and replaced with the attached EXHIBIT C, "MONITORING SCHEDULE."

Except as amended hereby, all terms, covenants, and conditions contained in the Agreement shall remain in full force and effect.

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

CITY OF DAYTON, OHIO

_____
City Manager

THE OHIO STATE UNIVERSITY

By: _____

Its: _____

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

_____, 2016

Min./Bk. _____ Page _____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

LSB

EXHIBIT A – SCOPE OF SERVICES
CDBG FIRST AMENDMENT
THE OHIO STATE UNIVERSITY
VACANT TO VIBRANT: DAYTON, OHIO, URBAN AGRICULTURE PROJECT
CFDA 14.218

1. PROGRAM

"Vacant to Vibrant" Dayton, Ohio, Urban Agriculture Project's grant proposal is an expansion of the City of Dayton and The Ohio State University Extension ongoing urban agriculture project that began in 2009. The initial project's goals were to determine if vacant lots could be re-purposed to grow food, what problems would be encountered in the process, how could the problems encountered be solved or mitigated, and would such a re-purposing be socially responsible and economically viable.

The initial project has determined that some of the City's vacant lots can be re-purposed to grow safe, nutritious food in an environmentally sustainable manner. The problems encountered in re-purposing the lots can be solved or mitigated by modifying existing City codes or by the use of new growing technologies. The existing lots have been socially responsible with one lot donating over 600 pounds of fresh produce to the adjacent food pantry in 2012.

This grant proposal for the expansion of the Urban Agriculture Project is to address the economically viable goal. To be economically viable, the lots need costly specialized equipment to enhance the productivity and extend the growing season. Given the climate in Ohio, produce growers need to extend the growing season by at least two to three months. Extending the growing season is done by using high tunnels, mini tunnels, and frost blankets. Irrigation systems conserve water while operating in a cost effective manner. Grow soxxs and raised beds allow one to grow food on old parking lots.

The two lots selected for expansion differ significantly, thus requiring different production techniques to be employed. Expansion plans will be site specific and phased in over the two year period. The Ohio State University Extension will determine the necessary infrastructure improvements needed and see that they are constructed and functioning properly; however, the improvements are to be the property of the City of Dayton. The lots selected for expansion are located in low to moderate income neighborhoods classified as "food deserts." Local restaurants have expressed an interest in purchasing produce raised within their neighborhoods. Local residents have purchased produce from the existing lots.

The City and Subrecipient will jointly appoint partner agencies to manage the growing sites at the end of the contract period. The Subrecipient will provide adequate training and capacity building to the partner agencies during the contract period, including but not limited to training on growing techniques, methodology, proper functioning and maintenance of infrastructure, etc., assisting with the development of a business plan for a sustainable growing operation after the contract period has ended, aligning partners to provide additional training and technical assistance, and other duties to ensure a successful transition to the partner agency.

2. COMMUNITY DEVELOPMENT OBJECTIVES

This project will address several needs. The first need is to re-purpose vacant City lots by removing the eyesore, eliminating the need for City maintenance, and creating a viable economic asset for the neighborhood. This re-purposing and re-utilization of land within the neighborhoods is part of Dayton's Green and Gold Strategy. The re-purposed lots will be environmentally sustainable and economically viable.

The second need is to address the lack of food access and food security. The social responsibility component of the project is the "giving back" to the neighborhoods as a productive asset. By establishing agricultural production sites within neighborhoods classified as "food deserts", residents will have access to fresh, nutritious, locally grown produce. In a recent Food System Assessment of Montgomery County, there are 8.18 fast-food restaurants per 10,000 people compared to 1.52 grocery stores per 10,000 people (Montgomery County Food System Assessment PUB AFRS/CRP/AEDE 5900). The project sites are close to public schools and could be used as a learning laboratory for the students.

The third need will address educating our youth. Many youth identify food as coming from a fast food restaurant or convenience store. This project will show neighborhood youths that tomatoes, lettuce, and other produce comes from seed sown in the soil. The science and technology of food production will be displayed.

3. PROGRAM GUIDELINES

The Program will operate under CDBG's National Objective of Low- and Moderate-Income Area Benefit (LMA). The sites chosen are in low- and moderate-income (LMI) areas of the City, where 51% or more of households earn 80% or less of the Area Median Income (AMI), as determined by HUD.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with HUD requirements, the City has implemented a performance measurement system that is based on an outcome-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcome-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcome funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcome accomplishments to HUD. The City, therefore, requires the Subrecipient to submit performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for the following aspects of managing the program:

- Comply with all CDBG regulations
- Providing outreach services within the neighborhoods
- Maintaining outreach activity logs for documentation
- Maintaining proper staff documentation
- Preparation of reports to City as detailed in Section VIII

6. BUDGET

The ONE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS ($160,000.00) in CDBG funds will be used solely for "Vacant to Vibrant: City of Dayton, Ohio, Urban Agriculture Project," as described in Exhibit B, "Budget."

7. STAFFING

The Subrecipient shall assign the following staff as Key Personnel to the Program:

Staff Member Title	General Program Duties	Time Allocation
Brad Bergefurd, Project Manager	Will oversee the management of the project with emphasis on planning, organizing and implementing project protocol.	6.7% FTE
Tony Nye, Co-Project Director	Will provide guidance for site-specific management and will provide direction for overall project activities.	6.2% FTE
Suzanne Mills-Wasniak, Extension Educator	Will provide day-to-day guidance and will oversee the volunteers that will be a part of the project. Will also be the local contact for this project.	10% FTE

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. Subrecipient shall submit all invoices and supporting records and documentation to the City's Department of Planning and Community Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient's invoice shall contain the following:

1. City Contract Number;
2. Invoice Number;
3. Period Covered;
4. Accomplishments Summary, etc.;
5. Written documentation verifying that weekly payroll reports were reviewed and comply with an approved wage determination;
6. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination
7. Total Amount Requested;
8. List of Enclosed Documents;
9. Agreement funding Balance;
10. Other information Subrecipient desires to communicate to the City's Project Manager / Coordinator; and
11. Signature of Subrecipient's Fiscal Officer or Chief Official.

B. Supporting Documentation

Subrecipient shall collect, maintain and submit the following documentation and information with invoices for payment:

1. For Project administration, the Subrecipient will include:

   a. Number of hours worked on the program/project funded; and
   b. Summary of work performed by employee during the time for which payment was made.

2. For supplies/materials, the documentation and information shall include:

   a. Invoice from vendor or company detailing the item(s)/services purchased
   b. Copy of Contractor's check showing that Subrecipient paid the vendor for goods/services.

3. For professional services provided by a subcontracted entity, the documentation and information shall include:

   a. A copy of the subcontract must be submitted (at least one during the Agreement period, if Contractor will seek reimbursement on several invoices).
   b. Contractor must require that the subcontracted agency submit the same level of documentation and information that Contractor must provide to seek payment from the City and such information and documentation must be submitted by the Contractor to the City with its invoice. At a minimum, the subcontracted agency should provide Contractor a cover memo on company letterhead which summarizes the request for payment, the amount requested, services provided for the requested amount, and information on clients served, if applicable.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient within thirty (30) days from the date the City receives the invoice.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, the Subrecipient must keep the following documents:

A. Records demonstrating that each activity undertaken meets the National Objective of LMA;
B. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
C. Records required to determine the eligibility of activities; and
D. Financial records as required by 24 CFR, Part 570.502, and 2 CFR Part 200.

Subrecipient will maintain case files including above information for a period of not less than four years after completion of the program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Subrecipient agrees to submit the following reports:

A. Initial Progress Report

No later than fifteen (15) days from the effective date of this Agreement, the Subrecipient shall submit to the City an initial report, which summarizes progress, initiated to date.

B. Quarterly Progress Report

On the fifteenth (15th) day of the month following the end of a quarter, beginning with the third quarter of the 2014 Fiscal Year (or quarter grant was received), the Subrecipient must submit a progress report which details at a minimum the following:

1. Total number of individuals who applied for assistance;
2. Total number of individuals approved for assistance;
3. Demographic profile of applicants and approved recipients;
4. Number of individuals assisted;
5. Description of assistance completed for each individual assisted;
6. Percentage of applicants who were from low and moderate income households; and
7. Status of funding i.e. expenditures and remaining balance.

The first report will be due thirty (30) days after execution of the agreement, and shall continue monthly until expiration or termination of this Agreement. All reports shall be submitted to the City's Department of Planning and Community Development.

11. COMMUNICATION AND NOTICES

All invoices, reports, and/or correspondence regarding this Agreement and the Project shall be submitted to the City's Department of Planning and Community Development at the following address:

Verletta Jackson, Community Development Specialist II
City of Dayton, Department of Planning and Community Development
101 W. Third Street - P.O. Box 22
Dayton, Ohio 45401-0022
Verletta.Jackson@daytonohio.gov
or such other address as the City shall specify in writing.

All notices and correspondence regarding this Agreement and the Project shall be submitted to Subrecipient at the following address:

Katie Groeniger, Sponsored Program Officer
Office of Research Office of Sponsored Programs
1960 Kenny Road, Columbus, OH 43210-1016
groeniger.10@osu.edu
or such other address as the Subrecipient shall specify in writing.

EXHIBIT B – BUDGET
CDBG FIRST AMENDMENT
THE OHIO STATE UNIVERSITY
VACANT TO VIBRANT: DAYTON, OHIO, URBAN AGRICULTURE PROJECT
CFDA 14.218

Budget Summary

	CDBG	OSU	Other In-Kind	TOTAL
Personnel - Salaries	**23,211.78**	**14,549.00**	**-**	**37,760.78**
Personnel - Fringe	**7,431.44**	**5,231.64**	**-**	**12,663.08**
Site-Specific Labor & Materials	**107,287.82**	**-**	**19,420.00**	**126,707.82**
Edgemont	*86,670.44*	-	*19,420.00*	*106,090.44*
Homefull	*19,937.30*	-	-	*19,937.30*
Joint	*680.08*	-	-	*680.08*
Subtotal	**137,931.04**	**19,780.64**	**19,420.00**	**177,131.68**
Indirect Cost	**22,068.97**	**13,793.10**	**-**	**35,862.07**
TOTAL	**160,000.00**	**33,573.74**	**19,420.00**	**212,993.74**

Site-Specific Budget

Item	Edgemont	Homefull	Joint*
30 x 96 High Tunnel	$17,800.00	$18,811.00	
Greenhouse Renovations	$18,260.00		
Soil PO (Ohio Mulch)	$3,000.00		
Wengers PO	$1,000.00		
Flaig Lumber (beds)	$1,128.55		
Stockslagers			$224.41
Irrigation Supplies			$245.67
Rainwater collection system	$5,619.70		
Change Order Main & Helena	$2,350.00		
Permit Main & Helena	$25.00		
Vandal repairs	$375.00		
Estimated Expenses			
Edgemont Roof Replacement	$13,068.56		
Sliding Doors (2)	$1,101.30	$1,101.30	
Bed Lumber and supplies	$3,519.00		$210.00
Purchased soil	$3,823.33		
Electric Supplies Repair			
Electric Labor	$6,000.00		
Painting	$200.00		
Groundcover	$500.00		
Irrigation - main line and parts	$1,000.00		
Fan thermostats	$6,000.00		
Gasket replacement	$1,900.00		
Permit		$25.00	
Subtotal	$86,670.44	$19,937.30	$680.08
Total Direct:	$137,931.04		
Indirect costs: 16% TDC	$22,068.97		
Total CDBG funds:	**$160,000.00**		

EXHIBIT C – MONITORING SCHEDULE
CDBG FIRST AMENDMENT
THE OHIO STATE UNIVERSITY
VACANT TO VIBRANT: DAYTON, OHIO, URBAN AGRICULTURE PROJECT
CFDA 14.218

Prime Recipient: City of Dayton, Department of Planning and Community Development

Subrecipient: The Ohio State University

Project/Program: "Vacant to Vibrant: Dayton, Ohio Urban Agriculture Project"

Monitoring Subject Area	**Date of Review**	**City Representative**
Section I. Required Monitoring for ALL CDBG Subrecipient Agreements		
Financial and Program Eligibility and Records Management	Prior to submission of first invoice then ongoing	Verletta Jackson
Program Performance	Ongoing on a quarterly basis until termination of Agreement	Verletta Jackson
Environmental Review	Annually after grant agreements received from HUD	Peter Thornburgh

Section II. Specific Monitoring Areas based on Project Type		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	TBD	Verletta Jackson
Acquisition and Relocation Compliance	Not Applicable	
Housing Rehabilitation Guidelines	Not Applicable	
Economic Development Guidelines	Not Applicable	

BACK

City Manager's Report

12.

From 2390 - Planning & CD/Community Dev

Date December 21, 2016

Expense Type Other, (See Description Below)

Supplier, Vendor, Company, Individual

Total Amount $150,000.00 (thru Dec. 31, 2017)

Name Learn to Earn Dayton

Address 4801 Springfield St.
Dayton, OH 45431

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-9980-1231-99	$150,000.00

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

Description

Funding Agreement – Learn to Earn Dayton

The Department of Planning and Community Development is requesting approval to enter into an Agreement with Learn to Earn Dayton in the amount of $150,000.00 for the Montgomery County Preschool Promise Demonstration.

The Agreement will provide tuition assistance to families attending programs in the Dayton City School District, and quality assistance/technical support to preschool providers located within the boundaries of the Dayton City School District.

This Agreement shall commence upon execution by the City and it shall terminate on December 31, 2017.

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

A Certificate of Funds and a copy of the Agreement is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT16-1639

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Commission Execution
Expiration Date	12/31/17
Original Commission Approval	$ 150,000.00
Initial Encumbrance	$ 150,000.00
Remaining Commission Approval	$ -
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: $ 150,000.00	Amount:
Fund Code 10000 - 9980 - 1231 - 99 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Learn to Earn Dayton

Vendor Address: 4801 Springfield St. (Street) Dayton (City) OH (State) 45431 (Zipcode + 4)

Federal ID: 810823777

Commodity Code: 90698

Purpose: Funding for Montgomery County Preschool Promise Demonstration

Contact Person: Erin Ritter x3816 Planning & Community Development (Department/Division) 12/8/2016 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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.

[signature] 12-13-16
Finance Director Signature Date

[signature] 12/13/16 CT16-1639
CF Prepared by Date CF/CT Number

AS

FUNDING AGREEMENT
MONTGOMERY COUNTY PRESCHOOL PROMISE DEMONSTRATION – 2016-2017

THIS FUNDING AGREEMENT, made and entered into on this _____ day of _____, 2016, by and between **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City"), and **LEARN TO EARN DAYTON**, a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter called "L2ED").

WITNESSETH THAT:

WHEREAS, L2ED desires to increase the number of high-quality preschools, as well as the number of children who attend preschool, in Montgomery County by providing preschool services to families through its Montgomery County Preschool Promise Demonstration program (the "MCPPD"); and,

WHEREAS, L2ED and the City desire to implement and administer the MCPPD within the City of Dayton for the 2016-2017 academic year; and,

WHEREAS, The City desires to provide funds to L2ED for the administration of the MCPPD, which will provide tuition assistance to families attending programs in the Dayton City School District and quality assistance and technical support to preschool providers located within the boundaries of the Dayton City School District; and,

WHEREAS, L2ED is qualified to implement and administer the MCPPD.

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

ARTICLE I. ASSIGNMENTS AND ACQUISITION OF SERVICES

Subject to the terms and conditions set forth in this Agreement, L2ED agrees to implement and administer the MCPPD for the benefit of residents of the City of Dayton and to provide preschool services and activities as set forth in the defined Scope of Work, which is attached hereto as Exhibit A and made a part hereof by reference.

ARTICLE II. TERM

The effective date of this Agreement shall be from the date of execution by all parties and shall terminate on December 31, 2017.

ARTICLE III. PAYMENT AND REPORTING

The City of Dayton agrees to provide L2ED **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)** as advance payment for the implementation and administration of the MCPPD program as outlined in Exhibit A, Scope of Work. L2ED shall invoice the City for advance of payment.

L2ED agrees to perform the activities described in the Scope of Work within the budget limitations described on the attached budget document, described in Exhibit B, Budget.

L2ED shall provide quarterly program and financial reports, as well as year-end reports, during the term of the MCPPD program. Any MCPPD program documentation, financial records, and other evidence of project activity under this Agreement shall be maintained consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the MCPPD program. If requested by the City, L2ED shall provide the City with access to any MCPPD program documentation, financial records, or other activity under this Agreement, with such disclosure subject to any and all applicable federal, state, or local laws.

ARTICLE IV. GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in and under the laws of the State of Ohio.

ARTICLE V. AMENDMENTS

All amendments shall be in writing, approved by both parties as necessary, and executed by all relevant parties and their authorized representatives. All amendments and changes shall be dated and become part of the original agreement.

ARTICLE VI. INTEGRATION, MODIFICATION, AND SEVERABILITY

This instrument embodies the entire agreement of these parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement, as provided in Article Five. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE VII. TERMINATION

Any party may terminate this Agreement for any material violation of the terms of this Agreement which is uncured after sixty (60) days of notice to cure, or for any violation of any applicable provision of federal, state, or local law or regulation.

ARTICLE VIII. METHOD TO CURE

It is the intent of the parties to resolve all disagreements concerning the implementation of this Agreement without resort to litigation. Upon written request of either L2ED or the City, any dispute, controversy or claim between the parties arising out of or relating to this Agreement, including the performance of obligations by a party under this Agreement, will be discussed and the parties will work together in good faith to resolve the controversy or claim.

If any dispute, controversy, or claim arising out of or relating to this Agreement cannot otherwise be resolved between the parties, the parties shall use their best efforts to find resolution through mediation by using a trained, experienced mediator selected by mutual agreement of the parties, the cost of which shall be shared equally by the parties. If the dispute, controversy, or claim is not resolved within sixty (60) days to the satisfaction of both parties by such mediation, such dispute, controversy or claim shall be settled by final and binding arbitration in conformance with the rules of the American Arbitration

Association. The place of arbitration shall be Montgomery County, Ohio or any other place as mutually agreed upon by the parties in writing. Cost of such arbitration shall be shared equally by the parties. Each party shall be responsible for its own attorney fees.

ARTICLE IX. INSURANCE

L2ED shall be required to indemnify, defend, and hold the City and its elected officials, officers, employees, and volunteers harmless from claims or causes of action arising from the gross negligence or willful omission of L2ED as it relates to the performance of the Scope of Work. L2ED shall also have in effect while performing the Scope of Work commercial general liability insurance in the minimum amounts of **ONE MILLION DOLLARS AND ZERO CENTS ($1,000,000.00)** per occurrence and **ONE MILLION DOLLARS AND ZERO CENTS ($1,000,000.00)** annual aggregate. The required insurance must name the City of Dayton as an additional insured.

ARTICLE X. CONFLICT OF INTEREST

The City represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of the City as it relates to the negotiation, execution, or implementation of this Agreement. The L2ED represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of L2ED as it relates to the negotiation, execution, or implementation of this Agreement. It is understood that a conflict of interest occurs when an official or employee of the City or L2ED will gain financially or receive personal favors as a result of the signing or implementing this Agreement.

ARTICLE XI. RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association, or joint venture between the parties.

ARTICLE XII. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

L2ED 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 determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood by L2ED that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City to terminate this Agreement at its option.

ARTICLE XIII. GENERAL PROVISIONS

A. Amendment

City or L2ED may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, approved by the City's Director of Planning and Community Development, signed by a duly authorized representative of the City and L2ED, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. 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.

C. Notices and Communications

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

City of Dayton:
Attn: Erin N. Ritter
Dept. of Planning & Comm. Dev.
101 W. Third St.
Dayton, Ohio 45402
(937) 333-3816
Fax (937) 333-4281
Erin.Ritter@daytonohio.gov

L2ED:
Attn: Robyn Lightcap
Learn to Earn Dayton
4801 Springfield Street
Dayton, Ohio 45431
937.236.9965, ext. 2136
Robyn.Lightcap@LearntoEarnDayton.org

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the City and L2ED.

D. Conflict of Interest

This Agreement shall not be interpreted or constructed as to preclude, prevent or restrict L2ED from agreeing or otherwise contracting with other parties aside from the City; provided, however, that such other contract work in no way impedes L2ED's ability to perform the Services required under this Agreement.

L2ED represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in L2ED's business. L2ED covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement. L2ED will immediately report the discovery of any potential conflict of interest to the City.

E. Applicable Law/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 suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

F. Entire Agreement/Integration

This Agreement, including Exhibit A, represents the entire integrated Agreement between the City and L2ED. 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.

G. Political Contributions

L2ED affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

ARTICLE XIV. HEADINGS

The headings in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE XV. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective parties to this Agreement.

ARTICLE XVI. WAIVER

Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.

ARTICLE XVII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ARTICLE XVIII. ASSIGNMENT

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. If assigned, this Agreement shall be binding upon any such authorized assigns.

IN WITNESS WHEREOF, the City of Dayton and L2ED, each by a duly authorized representative, have executed this Agreement as of the day and date set forth below.

CITY OF DAYTON, OHIO

_____

City Manager

LEARN TO EARN DAYTON

_____

Its _____

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

_____, 2016

Min./Bk._____ Page _____

_____

Clerk of the Commission

APPROVED AS TO FORM:

By _____ LSB

City Attorney

EXHIBIT A
SCOPE OF WORK
MONTGOMERY COUNTY PRESCHOOL PROMISE DEMONSTRATION 2016-2017

Learn to Earn Dayton (L2ED), a 501(c)(3), is leading the implementation of the Montgomery County Preschool Promise Demonstration program (MCPPD) in the 2016-17 school year in Kettering and Northwest Dayton. MCPPD's goal is to design, develop, and refine operational systems and processes to allow the program to build to scale in the years ahead. A key focus of MCPPD is to develop learnings and to modify and make improvements to the systems and processes before taking the program to a broader scale.

Montgomery County is now poised to adopt a Preschool Promise – making one year of high-quality, affordable preschool available to every child. Specifically, our community is taking up the ambitious goal of doubling the number of four-year-olds who attend a high quality preschool in the next 10 years, moving from 35% to 70%.

The objective is not just ensuring that more children attend preschool. MCPPD's mission includes dramatically expanding the number of high-quality programs and instituting rigorous evaluation of progress toward ensuring every child is fully ready to start kindergarten. Research shows that children who attend preschool are better prepared for kindergarten, more likely to be healthy and have appropriate medical care, and more likely to be successful in high school, college, and beyond.

The three "pillars" of the Preschool Promise model are:

1) **Educating the community** about the benefits of preschool, helping to drive preschool enrollment.

2) **Expanding the number** of high quality programs by incentivizing and assisting preschools to improve instruction, implement effective classroom management and curricula, and expand the number of seats available to children.

3) **Assisting families** in finding and paying for preschool with tuition assistance tiered to their income and the quality level of the program they choose.

L2ED will be responsible for the development and implementation including, but not limited to the following:

1) Development of systems, guidelines, tuition assistance tables, processes to operationalize Preschool Promise.

2) Implementation of an effective Marketing/community education campaign to spread the message about the Power of preschool across Montgomery County.

3) Implementation of a quality improvement process to help providers increase the quality of instruction and family support provided to preschoolers.

4) Implementation of a model to assist families in finding and paying for preschool, including an application process and tuition assistance and the backend system to pay preschool providers tuition assistance.

5) Implementation of an evaluation model to monitor progress against the Preschool Promise objectives including use of assessments and focus groups and surveys.

Budget

The City's $150,000.00 commitment will support the implementation of MCPPD. The total project budget is $2.7 million, with lead funding from Montgomery County. Exhibit B, "Budget – Montgomery County Preschool Promise Demonstration 2016-2017," provides the total project budget estimates and is organized around the four categories that are described below. While the total budget includes revenue and expenses for Kettering and Northwest Dayton, **the City's funds will be used to support residents living within the boundaries of the Dayton City School District or providers located in the City.**

The City of Dayton funds will only be used in the following ways:

- Tuition assistance for children who reside within the City of Dayton or Dayton City School District.
- Quality assistance and stipends provided to preschools located in the Dayton City School District.
- Marketing outreach to families in Dayton.
- Administration and evaluation costs for running MCPPD.

Budget Category Descriptions

- **Educating the Community about the Power of Preschool** – Marketing and community education campaign to share the "Power of Preschool" across the County, collect Preschool Promise Pledges, market the Demonstration in Northwest Dayton and Kettering to eligible children and families to ensure enrollment of children.
- **Expanding Quality Preschool Seats** – Provide intensive quality assistance and coaching to participating Preschool Promise providers in Northwest Dayton and Kettering, develop eligibility and application process and requirements, design and implement quality coaching processes and consult with other experts as needed, create quality improvement plans for each participating preschool provider, provide quality stipends to providers to support quality improvements and expansion of seats, and administer assessments including Classroom Assessment Scoring System (CLASS), Early Childhood Environment Rating and Scales (ECERS), Bracken to provide baselines and monitor quality improvement, collect data on programs. Lead Quality Improvement work groups including a focus on social emotional/mental health, family engagement, equity, and effective use of curriculum. Provide support beyond the Star Rating system to build a culture of ongoing, continuous improvement in each preschool site with a focus on improving kindergarten readiness for all children.
- **Assisting Families in Finding and Paying for Preschool** – Develop and implement tiered Tuition Assistance tables, create application process for children/families, design and build database to store child and provider information, design and build the user/customer interface and website to allow for online application processing and ease of use in finding high-quality preschool options.
- **Evaluation and Administration**
    - Create a theory of change and design the evaluation, data collection and research questions for the Preschool Promise Demonstration, engaged in a contract for the collection and analysis of data. Research and data collection will include focus groups with providers and parents, surveys, analysis of classroom environment through the ECERS, analysis of teacher-child interactions through CLASS, analysis of child outcomes using Bracken and "Head Toes Knees and Shoulders" (HTKS).

- Provide general leadership, oversight, and management of the Preschool Promise Demonstration through Learn to Earn Dayton staff. Manage the financial oversight and processing of Preschool Promise Demonstration expenses and the preschool Provider monthly tuition assistance.

EXHIBIT B
BUDGET
MONTGOMERY COUNTY PRESCHOOL PROMISE DEMONSTRATION 2016-2017

Cash Receipts:	
Montgomery County	1,400,000
CareSource	250,000
Toulmin Fund	200,000
City of Dayton	150,000
Dayton Public Schools	150,000
Kettering City Schools	100,000
City of Kettering	100,000
Connor Group	50,000
McQuiston	50,000
Funding request / pending	250,000
Total Cash Available	**2,700,000**
Cash Disbursements:	
Educating the Community	
Learn to Earn Dayton Staffing - PP Program Manager	88,182
Marketing campaign and professional services	50,000
Consultant-Events	4,200
Consultant-Social Media	8,947
Print materials	17,000
Preschool Promise Admin Staffing	10,427
Meeting expenses / consultation	1,000
Total Educating Community	**179,756**
Expanding Quality	
4C for Children	305,231
Professional services for quality support	200,000
Bracken assessment for preschool students	40,000
Quality assistance stipends	219,876
Learn to Earn Dayton Staffing-PP Director	68,877
Preschool Promise Admin Staffing	10,427
Meeting expenses/ Consultation	2,500
Total Expand Quality	**846,911**

Assisting Families	
4C for Children	66,941
Front end web system for families	50,000
Backend system - Denver Metrix	93,000
Kettering Tuition Assistance	540,253
NW Dayton Tuition Assistance	543,000
Learn to Earn Dayton Staffing-PP Director	13,775
Preschool Promise Admin Staffing	10,427
Meeting expenses / consultation	1,500
Total Assist Families	**1,318,896**
Evaluation and Administration	
University of Dayton Business Research Group	145,245
Learn to Earn Dayton Staffing-PP Director	55,102
Learn to Earn Dayton Staffing	126,663
Preschool Promise Admin Staffing	10,427
Attorney and Audit Fees	15,000
Meeting expenses / consultation	2,000
Total Evaluation and Administration	**354,437**
Total Cash Disbursements	**2,700,000**
Ending cash	(0)

BACK

City Manager's Report

13.

From **1400 - Human Relations Council**

Date **December 21, 2016**

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

Supplier, Vendor, Company, Individual

Total Amount **$88,000.00 (thru 12/2017)**

Name **Miami Valley Fair Housing Center, Inc.**

Address **505 Riverside Drive**
Dayton, OH 45405

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Fair Housing	23919-1400-1159-57	$88,000.00

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

Description

Subrecipient Agreement

The Human Relations Council (HRC) requests permission to enter into a Subrecipient Agreement with Miami Valley Fair Housing Center, Inc. (MFVHC) in the amount of $88,000.00 for implementation of the Housing Discrimination Testing Program and funding for education and outreach to the immigrant and refugee community.

MVFHC is a private non-profit fair housing organization. Their mission is to eliminate housing discrimination and ensure equal housing opportunity for all people in our region. The Housing Discrimination Testing Program will include conducting tests of fair housing complaints received by the City and referred to MVFHC, and each complaint based test shall include appropriate testing methodology to sufficiently document variations in the quality, quantity and content of information and services offered or given to various home seekers by housing or housing service providers. They will also conduct twelve (12) random tests, with areas of focus to be jointly identified by the City and MVFHC.

This Agreement shall commence on January 1, 2017 and shall expire on December 31, 2017.

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

A Certificate of Funds in the amount of $88,000.00 and a copy of the Agreement are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1635

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	
Initial Encumbrance	$88,000
Remaining Commission Approval	$88,000

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: $88,000.00

Fund Code 23919 (Fund) - 1400 (Org) - 1159 (Acct) - 57 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code xxxx (Fund) xxxx (Org) xxxx (Acct) xx (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Miami Valley Fair Housing Center, Inc.

Vendor Address: 505 Riverside Drive (Street) Dayton (City) OH (State) 45405 (Zipcode + 4)

Federal ID: 311384075

Commodity Code: 91865

Purpose: For implementation of Fair Housing Discrimination Testing Program

Contact Person: Catherine Crosby Human Relations Council (Department/Division) 12/9/2016 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 12-13-16 (Date)

CF Prepared by 12/12/16 (Date) CT17-1635 (CF/CT Number)

MEMORANDUM | DAYTON

December 9, 2016

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

FROM: Catherine Crosby, Executive Director
Human Relations Council

SUBJECT: Subrecipient Agreement with Miami Valley Fair Housing Center, Inc.

Please find attached a City Manager's report, Certificate of Funds, and a copy of the above referenced Agreement approved as to form by the Law Department.

The Miami Valley Fair Housing Center, Inc. will provide housing discrimination testing and education and outreach to the immigrant and refugee community to ensure equal housing opportunity for all people in our region. We would like to have this item placed on the Commission calendar for Wednesday, December 28, 2016.

If you have any questions, please call me at x1395. Thank you.

MEMORANDUM | DAYTON

December 9, 2016

TO: Jeff Marshall
Finance

FROM: Catherine Crosby, Executive Director
Human Relations Council

SUBJECT: Miami Valley Fair Housing, Inc. Subrecipient Agreement

Please find attached a copy of the above referenced Subrecipient Agreement, City Manager's report, and a Certificate of Funds. Please complete the encumbrance on the Agreement and forward to the City Manager's office to be placed on the December 28, 2016 calendar.

If you have questions, please call me at x1400.

SUBRECIPIENT AGREEMENT
MIAMI VALLEY FAIR HOUSING CENTER, INC.

This Agreement, entered into this _____ day of _____, 2016, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, hereinafter called "City," and Miami Valley Fair Housing Center, Inc., a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called "Subrecipient."

WITNESSETH THAT:

WHEREAS, the City entered into various contracts with the United States Department of Housing and Urban Development ("HUD") providing for financial assistance to the City under Section 817 of Title VIII of the Fair Housing Act of 1968;

WHEREAS, the City's Human Relations Council (HRC) is a "substantially equivalent" Fair Housing Assistance Program (FHAP) agency with HUD authorized to provide investigation and resolution of complaints of housing discrimination under Title VIII of the Fair Housing Act;

WHEREAS, the City is committed to affirmatively furthering fair housing, eliminating illegal housing discrimination, and ensuring that its current and potential residents are afforded equal housing opportunity;

WHEREAS, the City's HRC is a "substantially equivalent" FHAP agency with HUD authorized to provide investigation and resolution of complaints of housing discrimination under Title VIII of the Fair Housing Act;

WHEREAS, the Subrecipient is recognized by HUD as a Qualified Fair Housing Organization (QFHO), that serves the region and provides testing services and other fair housing educational services; and

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a HUD grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as provision of fair housing testing and consultation services.

NOW THERFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE 1. SCOPE OF SERVICES

Subrecipient shall provide services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City. Subrecipient shall exercise the same degree of care, skill, and diligence in the performance of services to be provided under this Agreement as is ordinarily possessed and exercised by an organization under similar circumstances.

ARTICLE 2. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2017, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE 3. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient an amount totaling Eighty-Eight Thousand Dollars and Zero Cents ($88,000.00) for the work and services to be provided by the Subrecipient pursuant to this Agreement. Funding is contingent upon the City receiving the projected 2017 allocation of FHAP funds.

The City's annual allocation for the testing program and immigrant education and outreach is as follows: FHAP Funds is projected at $88,000.00 ($25,000.00 testing and $63,000,00 Immigrant Resource Specialist).

Funds to be provided hereunder shall be expended in accordance with the budget set forth in Exhibit B. Payment to Subrecipient shall be made in accordance with the "Payment Procedures" set forth in Section III of Exhibit A.

ARTICLE 4: GENERAL CONDITIONS

A. Independent Contractor

The parties hereby agree that the Subrecipient is an independent contractor and not subject to the control of the City, except as provided herein. At no time shall the relationship between the parties under this Agreement be construed, held out, or considered as a joint venture principal-agent or employer-employee. Subrecipient understands and agrees that any and all persons retained or hired to perform the Subrecipient's duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Subrecipient is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an Independent Contractor.

B. Indemnification

Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) 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 Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s) and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, the Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents and employees.

C. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

D. Insurance and Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall abide by City fiscal management procedures and federal regulations as set out in 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. Grantor Recognition

The Subrecipient shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Director of the Department of Planning and Community Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The City may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

H. Political Contributions

Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

I. 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 5. CONTACTS

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

City of Dayton:
ATTN: Catherine Crosby

MVFHC:
ATTN: Jim McCarthy

Human Relations Council
Dayton, Ohio 45402
(937) 333-1403 Office
(937) 222-4589 Fax
catherine.crosby@daytonohio.gov

505 Riverside Drive
Dayton, Ohio 45405
(937) 223-6035 Office
jim.mccarthy@mvfairhousing.com

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

ARTICLE 6. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to determine the eligibility of activities;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

d. Financial records are required by 24 CFR 570.502 , and 24 CFR 84.21-28; and

e. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Retention of Records and Documentation

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

The Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over FHAP funds, including program income.

6. Audits, Monitoring, and Evaluation

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable, OMB Circular A-133, which is incorporated herein by reference.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections according to a mutually agreed upon schedule as defined by Exhibit C, which is attached hereto and incorporated herein. Subrecipient shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

The Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8), as applicable.

C. Reporting Procedures

1. Program Income

The Subrecipient shall report no less than quarterly all "Program Income," as defined at 24 CFR, Part 570.500(a), generated by activities carried out with FHAP funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By

way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative cost and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the FHAP funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E.

ARTICLE 7. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

The Subrecipient 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 determination, 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, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of

Subrecipient to comply therewith shall constitute a breach of this Agreement entitling City, at its option, to terminate this Agreement.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and

"minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or

inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to FHAP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FHAP-assisted activity, or with respect to the proceeds from the FHAP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, Subrecipient, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this

certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE 8. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE 9. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE 10. WAIVER

The City's failure to act with respect to a breach by the Consultant does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Consultant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Consultant with respect to this Agreement.

ARTICLE 12. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as

may be enacted or codified by the proper governmental authority during the term of this Agreement.

ARTICLE 13. APPLICABLE LAW AND VENUE

This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, MVFHC irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

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

CITY OF DAYTON, OHIO

_____
City Manager

MIAMI VALLEY FAIR HOUSING CENTER

By:_____

Print:_____

Its: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min./Bk._____ Page _____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
Miami Valley Fair Housing Center, Inc.
Fair Housing Testing and Fair Housing Consultation Services

I. Program Description.

The Miami Valley Fair Housing Center is a private, non-profit fair housing organization that is recognized by the Internal Revenue Service as a 501(c)(3) tax-exempt organization. The mission of the Miami Valley Fair Housing Center (MVFHC) is to eliminate housing discrimination and ensure equal housing opportunity for all people in our region.

Specifically, the Miami Valley Fair Housing Center seeks to eliminate housing discrimination against all persons because of race, color, religion, national origin, sex, disability, familial status, sexual orientation, gender identity or any other characteristic protected under state or local laws. In furthering this goal, MVFHC engages in activities designed to encourage fair housing practices through educational efforts; assists person who believe they have been victims of housing discrimination; identifies barriers to fair housing in order to help counteract and eliminate discriminatory housing practices; works with elected and government representatives to protect and improve fair housing laws; and takes all appropriate and necessary action to ensure that fair housing laws are properly and fairly enforced throughout the Miami Valley.

II. Principal Use of CDBG funds

The Subrecipient shall use City of Dayton FHAP funds for implementation of the Housing Discrimination Testing Program and to provide education and outreach services to the immigrant community as articulated below, not to exceed $88,000.00 over the twelve month period contemplated in this agreement. The Housing Discrimination Program will include:

A. Fair Housing Complaint-based Testing:

1) Conduct tests of fair housing complaints received by the City and referred to Contractor.

2) Each complaint-based test shall include appropriate testing methodology to sufficiently document variations in the quality, quantity and content of information and services offered or given to various home seekers by housing or housing service providers.

3) Complaint-based tests shall be performed within seven (7) business days of receipt of the complaint by Contractor, unless testing is delayed by circumstances beyond Contractor's control, in which event tests shall be performed within ten (10) business days of receipt of the complaint by Subrecipient.

4) Submission of the paperwork documenting each test to be submitted with full descriptive details and provided to the City within two weeks of the test.

5) Subrecipient's testers must commit to be available and willing to testify concerning their test as appropriate in hearings resulting from the complaint and pursuant testing.

6) The Fair Housing Complaint Testing described above will be performed as requested by City. All testing performed under this contract must be completed within City of Dayton limits and reporting must be performed to meet the requirements of HUD and reporting must be performed to meet the requirements of HUD.

B. Fair Housing Random Testing:

1) Conduct approximately twelve (12) random tests, with areas of focus to be jointly identified by the City and Subrecipient.

On or about September 30th of each year, the City and Subrecipient will subtract the amount billed for complaint-based tests and consulting services accumulated January 1st through September 30th from the annual contract amount. The remainder will be divided by the random per test fee of One Thousand Dollars and Zero Cents ($1,000.00) to arrive at the final number of random tests to be completed in that year.

2) A majority of the proposed random testing will be paired tests in which the control tester will be slightly less qualified than the protected group tester so that, on paper, the appropriate business decision would be to select the protected group tester because of his/her better qualifications. This controlled method allows for documentation in variations in the quality, quantity and content of information and services offered or given to various home seekers by housing or housing service providers.

3) Submission of a narrative summary of the random tests conducted during the preceding quarter will be provided to the City by the Subrecipient within thirty days from the end of each quarter of the Agreement period.

4) Subrecipients's testers must commit to be available and willing to testify concerning their test as appropriate in hearings resulting from the complaint and pursuant testing.

5) All Fair Housing Random Testing described above will be completed during a twelve (12) month period to be established by City. All testing All testing performed under this contract must be completed within city of Dayton limits and reporting must be performed to meet the requirements of HUD and reporting must be performed to meet the requirements of HUD.

C. Fair Housing Consultation Service:

1) Subrecipient shall consult with representatives of City to advise City on specific fair housing issues, offer fair housing expertise and offer written recommendations. The City will deliver questions to the Consultant by e-mail and/or telephone conversations and Subrecipient shall respond to City within seven (7) business days, if not sooner.

D. Subrecipient agrees to meet with City within thirty (30) days of the date first above written to formulate mutually acceptable processes and procedures which shall govern the testing to be performed under this agreement.

E. Immigrant Education and Outreach Services

Provide staff support to the Welcome Dayton Initiative and Committee by connecting with immigrant and refugee communities to build trust, educate individuals and families on their civil and human rights, connecting individuals and families with various resources to support integration into the Dayton community

III. Payment Procedures

The City shall reimburse Subrecipient for all costs expenditures made in accordance with the Housing Discrimination Testing Program and Immigrant Education and Outreach Services as described in Exhibit A, Scope of Services.

A. Timing

The City will make payments to the Subrecipient no later than thirty (30) days from the date the City receives the invoice, unless the amount is disputed or there is a lack of sufficient documentation to support the requested funds.

B. Compensation.

1) The City shall pay Subrecipient for testing services a per test fee of One Thousand Dollars ($1,000.00) for Fair Housing Complaint-based Testing services. Subrecipient shall invoice the City within thirty (30) days of submission of a written report of the complaint-based test results rendered in proper form.
2) The City shall pay Subrecipient for testing services a per test fee of One Thousand Dollars ($1,000.00) for Fair Housing Random Testing services. Contractor shall invoice the City within thirty (30) days of submission of a written report of the random test results rendered in proper form.
3) Subrecipient will make its personnel identified below available to City for consultation, upon request by City, at the following rates. Subrecipient will track and bill its consultation time by the quarter (.25) of an hour. Subrecipient will submit invoices for billable hours to City quarterly.

Name	Hourly Rate
Jim McCarthy, President/CEO	$150.00
John Zimmerman, Vice President	$125.00
Anita Schmaltz, Enforcement Coordinator	$95.00
Elizabeth Redmon, Fair Housing Specialist	$65.00
Miranda Wilson, Fair Housing Analyst	$65.00

C. Supporting Documentation for Invoice Reimbursement Requests

1. The Subrecipient will use the following guidelines for collecting and maintaining supporting documentation that must be included with reimbursement requests from this Agreement:

   a. The number of Complaint-based Tests completed under the Program or project funded;
   b. The number of Random Tests completed under the Program or project funded;
   c. Time sheets or documenting the time worked providing consultation services, by the quarter (.25) of an hour.

2. For supplies/materials and payments related to operating and supportive expenses, include:

   a. Invoice from vendor or company detailing the item(s)/services purchased; and
   b. Copy of Subrecipient's check showing that the Subrecipient paid the vendor for goods/services

3. Invoices for payment shall be submitted on the Subrecipient's letterhead and must contain the following information:

   a. City contract number
   b. Invoice Number
   c. Period Covered
   d. Work done, accomplishments summary, clients served, etc.
   e. Total amount requested
   f. List of enclosed documents
   g. Contract balance
   h. Other information the Subrecipient was to communicate to the Project Coordinator
   i. Signature of Subrecipient's President/CEO.

IV. Documentation and Record Keeping

1. The following financial records related to the payment of salaries and fringes for operational staff:

   a. Accounting journals and ledgers
   b. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)
   c. Bank account records
   d. Time sheets for personnel
   e. Payroll records and reports
   f. Documentation of other administrative costs charged
   g. Financial reports
   h. Audit files
   i. Financial correspondence

   Such information shall be made available to the City for review upon request. Subrecipient will maintain case files, including the above information, for a period of not less than four years after completion of the Program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

V. Reporting and Evaluation Procedures

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Subrecipient agrees to submit the following reports.

A. Quarterly Progress Reports

The Miami Valley Fair Housing Center must submit a quarterly progress report that details at a minimum, the following (for that reporting period):

1. The number of Complaint-based Tests conducted;
2. A brief summary of the findings of the Complaint-based Tests conducted;
3. The number of Random Tests conducted;
4. A brief summary of the findings of the Random Tests conducted;

The progress reports will be forwarded and coincide with each invoice sent to the City. All reports shall be submitted to the Executive Director of the Human Relations Council.

B. Cumulative Report

Within sixty (60) days after expiration or termination of this Agreement, MVFHC shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe MVFHC's activities and outcomes of the services provided. This exhibit shall survive termination or expiration of this Agreement.

C. Meetings and Evaluation

MVFHC shall meet with the City and/or its designees at such times designated by the City to review and discuss MVFHC's performance of this Agreement. MVFHC shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of MVFHC's performance.

EXHIBIT B
BUDGET
Miami Valley Fair Housing Center, Inc.
Fair Housing Testing, Fair Housing Consultation and Immigrant Education and Outreach Services

Source of Funds

HRC FHAP Fair Housing Funds	$88,000.00

Use of Funds

Direct personnel expenses including salary and fringe pay for persons performing duties to implement the program.

Total	**$88,000.00**

Subrecipient Miami Valley Fair Housing Center is responsible for all project costs that exceed Eighty Eight Thousand Dollars and Zero Cents ($88,000.00) granted herein.

BACK

City Manager's Report

14.

From **6210 - Police Director**

Date **December 21, 2016**

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

Total Amount **$3,257,372.00**

Supplier, Vendor, Company, Individual

Name **Montgomery County Sheriff's Office**

Address **330 West Second Street**
Dayton, OH 45422

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1158-71	$2,564,562.00
General Fund	10000-6330-1159-72	$ 689,251.00
Airport Operations	51000-3223-1159-43	$ 3,559.00

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

Description

City Commission approval is requested for the 2017 billing rates for emergency dispatch services as provided through the Consolidated Emergency Communications Center [now known as the Regional Dispatch Center ("RDC")] and operated by the Montgomery County Sheriff's Office. The City will reimburse Montgomery County a total of Three Million Two Hundred Fifty-Seven Thousand Three Hundred Seventy-Two Dollars ($3,257,372), payable on a quarterly basis, for emergency dispatch services in 2017 broken down as follows: Police Department - $2,564,562; Fire Department - $689,251; and Airport - $3,559.

Pursuant to Article III of the original Agreement executed in February 2008, the Emergency Communications Policy Committee ("ECPC"), which consists of a representative (the chief elected official) from each participating jurisdiction, a member from the Board of Commissioners of Montgomery County ("County Commissioners"), the Montgomery County Sheriff, the president of the Montgomery County Police Chiefs' Association, and the president of the Montgomery County Fire Chiefs' Association, has voted on and approved the billing rate model for 2017 to be used by the participating jurisdictions. The rates are based on a formula-based weighted call system in accordance with the ECPC's recommendations.

Through an Amendment adopted in December 2011, the City agreed to pay for the emergency dispatch services using the rates as recommended and approved by the ECPC, subject to the approval by the City Commission of the City of Dayton.

The 2017 rate represents an increase of $17,536, or less than 1% over the 2016 rate.

A Certificate of Funds and the ECPC approved 2017 billing rates are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-5138

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

___ New Contract X Renewal Contract ___ Change Order

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	$ 3,257,372.00
Initial Encumbrance	$ 3,257,372.00
Remaining Commission Approval	$ -

Original CT/CF	CT105138
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

X Initial City Manager's Report
X Initial Certificate of Funds
___ Initial Agreement/Contract
___ Copy of City Manager's Report
___ Copy of Original Certificate of Funds

Amount: $ 2,564,562.00 Seq. 1
Fund Code 10000 (Fund) - 6210 (Org) - 1158 (Acct) - 71 (Prog) - XXXX (Act) - XXXX (Loc)

Amount: $ 3,559.00 Seq. 3
Fund Code 51000 (Fund) - 3223 (Org) - 1159 (Acct) - 43 (Prog) - XXXX (Act) - XXXX (Loc)

Amount: $ 689,251.00 Seq. 2
Fund Code 10000 (Fund) - 6330 (Org) - 1159 (Acct) - 72 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:
Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Montgomery County - Sheriff's Office

Vendor Address: 330 West Second Street (Street) Dayton (City) OH (State) 45422 (Zipcode + 4)

Federal ID: 316000172

Commodity Code: 72518

Purpose: Reservation of 2017 funds to Montgomery County for the provision of Regional Dispatch Services to the City of Dayton, Departments of Police, Fire, and Airport Fire. Please see the City Manager's Report from February 20, 2008 with signed Agreements and the First Amendment to the Addendum approved by the City Commission on December 28, 2011.

Contact Person: Myra Beaty /1099 Police/Director's Office (Department/Division) 12/8/2016 (Date)

Originating Department Director's Signature: Mark G Eaton — Police - seq. 1

Originating Department Director's Signature: ___ — Fire - seq. 2

Originating Department Director's Signature: [signature] — Aviation - seq. 3

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] — Date 12-13-16

CF Prepared by [signature] — Date 12/13/16 — CF/CT Number CT17-5138

APPROVED

Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Actuals and Projected Budget

Object Level 3 Title	Actuals 2014	Actuals 2015	Adopted 2016 Budget	Revised 2016 Budget	Projected 2016 Actuals	% Revised 2016 - Projected 2016	Projected 2017 Budget	% Revised 2016 - Projected 2017	Projected 2018 Budget	% Projected 2017 - Projected 2018	Projected 2019 Budget	% Projected 2018 - Projected 2019	Projected 2020 Budget	% Projected 2019 - Projected 2020	Projected 2021 Budget	% Projected 2020 - Projected 2021
Beginning Cash	**1,208,912**	**1,122,457**	**1,141,861**	**1,141,861**	**1,141,861**		**1,187,992**		**1,187,992**		**1,187,992**		**1,187,992**		**1,187,992**	
911 Access Revenue	752,880	706,507	396,500	780,000	769,679	-1.3%	784,000	0.5%	845,000	7.8%	850,000	0.6%	850,000	0.0%	850,000	0.0%
Income Tax Sharing	69,727	65,006	103,770	105,692	103,389	-2.2%	108,223	2.4%	113,634	5.0%	119,316	5.0%	125,282	5.0%	131,546	5.0%
Contracts - Police Dispatching	4,831,837	4,728,286	5,165,790	4,910,836	4,910,836	0.0%	4,866,339	-0.9%	5,197,358	6.8%	5,214,743	0.3%	5,469,509	4.9%	5,743,406	5.0%
Contracts - Fire Dispatching	1,140,768	1,094,726	1,243,379	1,182,013	1,182,013	0.0%	1,186,321	0.4%	1,267,018	6.8%	1,271,256	0.3%	1,333,363	4.9%	1,400,134	5.0%
User Fee for LEADS and CAD	-	-	10,000	10,000	-	-100.0%	5,000	-50.0%	5,000	0.0%	5,000	0.0%	5,000	0.0%	5,000	0.0%
Shared PSAP Costs	-	-	-	-	-	0.0%	47,188	0.0%	48,706	3.2%	50,313	3.3%	52,014	3.4%	53,813	3.5%
NICE Recorder Equipment	-	-	-	-	46,551	0.0%	9,947	0.0%	10,132	1.9%	10,322	1.9%	10,517	1.9%	10,718	1.9%
Workstation & Equipment Rental	-	-	-	-	-	0.0%	109,591	0.0%	115,071	5.0%	120,825	5.0%	126,866	5.0%	133,209	5.0%
Miscellaneous	-	340	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Sheriff's General Fund Share	1,630,570	1,671,335	1,896,000	1,915,000	1,915,000	0.0%	1,949,200	1.8%	2,083,000	6.9%	2,094,000	0.5%	2,184,000	4.3%	2,282,000	4.5%
Total Revenues	**8,425,782**	**8,266,200**	**8,815,439**	**8,903,541**	**8,927,467**	**0.3%**	**9,065,809**	**1.8%**	**9,684,919**	**6.8%**	**9,735,775**	**0.5%**	**10,156,551**	**4.3%**	**10,609,826**	**4.5%**
Salaries	3,585,811	3,556,887	4,270,373	4,270,373	4,143,235	-3.0%	4,372,644	2.4%	4,591,277	5.0%	4,820,841	5.0%	5,061,884	5.0%	5,314,977	5.0%
Overtime	302,784	737,114	341,630	427,037	696,124	63.0%	437,268	2.4%	459,128	5.0%	482,084	5.0%	506,188	5.0%	531,498	5.0%
Fringe Benefits	1,393,905	1,383,668	1,637,303	1,586,498	1,565,328	-1.3%	1,746,336	10.1%	1,860,487	6.5%	1,982,494	6.6%	2,112,918	6.6%	2,252,367	6.6%
Operating Expenses	387,908	328,448	433,350	433,350	410,555	-5.3%	443,321	2.3%	453,962	2.4%	464,856	2.4%	476,945	2.6%	489,822	2.7%
Maintenance Agreements	412,957	290,266	460,062	460,062	359,587	-21.8%	360,939	-21.5%	594,878	64.8%	614,853	3.4%	731,582	19.0%	731,945	0.0%
Telecommunications	153,637	159,652	175,000	175,000	155,287	-11.3%	160,000	-8.6%	163,840	2.4%	167,772	2.4%	172,134	2.6%	176,782	2.7%
Rental	483,154	504,160	312,408	312,408	312,408	0.0%	321,780	3.0%	331,433	3.0%	341,375	3.0%	351,617	3.0%	362,166	3.0%
Rental-Reserve Space	-	-	206,913	206,913	206,913	0.0%	213,121	3.0%	219,514	3.0%	226,100	3.0%	232,883	3.0%	239,869	3.0%
Capital Set-Aside	1,294,483	786,600	478,400	531,900	531,900	0.0%	510,400	-4.0%	510,400	0.0%	510,400	0.0%	510,400	0.0%	510,400	0.0%
Debt Service Payment	497,598	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
General Fund Repayment	-	500,000	500,000	500,000	500,000	0.0%	500,000	0.0%	500,000	0.0%	125,000	-75.0%	-	-100.0%	-	0.0%
Total Expenditures	**8,512,237**	**8,246,795**	**8,815,439**	**8,903,541**	**8,881,337**	**-0.2%**	**9,065,809**	**1.8%**	**9,684,919**	**6.8%**	**9,735,775**	**0.5%**	**10,156,551**	**4.3%**	**10,609,826**	**4.5%**
Revenue Over/(Under) Expenditures	**(86,455)**	**19,405**	**-**	**-**	**46,130**		**-**		**-**		**-**		**-**		**-**	
Ending Cash Balance	**1,122,457**	**1,141,861**	**1,141,861**	**1,141,861**	**1,187,992**		**1,187,992**		**1,187,992**		**1,187,992**		**1,187,992**		**1,187,992**	
Percent of Reserve	**13.19%**	**13.85%**	**12.95%**	**12.82%**	**13.38%**		**13.10%**		**12.27%**		**12.20%**		**11.70%**		**11.20%**	

Revenue Assumptions:

1. 911 Access Revenue is projected through 2021. Based on Attorney General's Opinion 2015-035 concerning ORC 128.571, 911 Access Revenue remains at 100%.
2. Income Tax Sharing includes revenue from the City of Miamisburg for City Income Tax Withholdings, which is 2.25% of Salaries.
3. Contracts Police & Fire Dispatching are projected based on actual priority dispatches for July 2013 through June 2016 for police and actual calls from July 2013 June 2016 for fire.
4. User Fee for LEADS and CAD has been added for 2016. Collection will start in 2017.
5. Shared PSAP Costs includes revenue from other PSAPs that covers the cost of the 911 Coordinator and ILAC charge.
6. NICE Recorder Equipment is new revenue from the City of Dayton for the use of the NICE Recorder.
7. Workstations and Equipment includes the revenue from Washington Township Fire for Colocating at the RDC.
8. Starting in 2016, the Sheriff's General Fund Share is 21.5% of the total expenditures.

Expenditure Assumptions:

1. Salaries and Fringe Benefits are calculated using a total of 89 authorized positions. This includes 1 Captain, 75 Civilian Dispatchers, 2 Clerk/Typists, 1 IT Network Specialist, 1 IT Specialist II and 9 Sergeants. The 2017 budget is based on the current labor contracts and position budgeting. Starting in 2018, there is a 5.0% increase in Salaries and Fringe Benefits with Health Insurance increasing 8.0% per year. The change in Budgeted Positions includes the reduction of 1 Civilian Dispatcher and the addition of 1 IT Specialist II and 0.5 IT Network Specialist.
2. Overtime is budgeted at 10.0% of Salaries.
3. Operating Expenses increases for 2018 through 2021 is projected using August 2016 CPI Index (2018 - 2.4%, 2019 - 2.4%, 2020 - 2.6%, 2021 - 2.7%).
4. Maintenance Agreements are based on the Maintenance & Telephone Schedules revised by the Sheriff's Office 8/26/2016.
5. Telecommunications increases for 2018 through 2021 is projected using August 2016 CPI Index (2018 - 2.4%, 2019 - 2.4%, 2020 - 2.6%, 2021 - 2.7%).
6. Rental and Rental-Reserve Space is based on the Rental Agreement, which includes a 3% annual increase.
7. Capital Set-Aside amount is estimated on current needs. The list was revised on 8/24/2016.
8. The General Fund originally committed $1,500,000 over three years. However, $2,125,000 has been transferred over and above the original commitment for cash flow needs. A General Fund loan repayment will begin in 2015 once the Debt Service Payments have been completed and will continue until the loan is satisfied.

APPROVED

Montgomery County Consolidated Emergency Communication Center
2016 Regional Dispatch Rate Model
Capital Set-Aside

Equipment	Average Cost	Life Span	Annual Cost	Main Center 2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
1 Administration PC's	$ 9,750	4	$ 2,200		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000	$ -	$ -
2 ESRI Software & PC's	13,080	4	2,800		-	-	-	-	-	22,321	-	-	-	10,000
3 CAD PC's x18	22,352	4	10,500		-	3,599	36,307	-	-	-	22,611	35,000	-	5,000
4 CAD PC's Monitor Refresh	12,400	5	2,600		-	-	-	-	-	-	7,601	-	-	14,000
5 Network Upgrade	44,999	7	7,200		-	-	34,998	-	-	-	-	-	-	-
6 Dispatch Chairs	21,000	5	3,500		-	-	-	-	-	-	-	-	-	21,000
7 E-911 Position Refresh	415,854	5	92,700		-	-	-	-	380,171	649,097	-	-	-	350,000
8 911 and Phone Recorder #1	47,500	7	5,700		-	-	-	-	-	-	-	-	-	-
9 911 and Phone Recorder #2 (NICE Recorder)	163,877	7	18,500		-	-	-	-	-	-	232,753	-	-	-
10 CAD Updating	813,673	7	81,100		-	-	-	-	-	-	1,227,345	-	-	-
11 CAD Server & Hardware	365,935	5	68,500		-	-	-	-	-	-	347,804	-	-	-
12 Battery Backup	100,000	20	5,000		-	-	-	-	-	-	-	-	-	-
13 UPS Battery Replacement	17,000	5	3,000		-	-	-	-	-	-	-	-	17,000	-
14 UPS Caps and Fans Replacement	14,000	5	2,500		-	-	-	-	-	-	-	-	14,000	-
15 Radio Consoles RDC with Digital Upgrade	460,719	20	67,500		-	-	-	-	230,360	-	691,079	-	-	-
16 Radio Consoles from Washington Township	141,985	20	9,000		-	-	-	-	-	-	141,985	-	-	-
17 Backup Air Unit	90,000	15	6,000		-	-	-	-	-	-	-	-	-	-
18 Fire Alerting System	200,000	8	26,100		-	-	-	-	-	-	200,000	-	-	-
19 Furniture	383,000	15	25,600		-	-	-	-	-	-	-	-	-	-
20 Generator	100,000	20	5,000		-	-	-	-	-	-	-	-	-	-
21 Storage Network	32,000	5	6,000		-	-	-	-	-	-	32,000	-	-	-
22 On Air Lights	42,108	12	4,400		-	-	-	-	-	-	39,216	-	-	-
23 Cisco Phone Switch	20,677	6	3,400		-	-	-	-	-	-	20,030	-	-	-
24 VMWare Licensing	21,000	3	6,000		-	-	-	-	-	-	21,000	-	-	21,000
TOTAL			$464,800	$ -	$ -	$ 3,599	$ 71,305	$ -	$ 610,531	$ 671,418	$ 2,983,425	$ 44,000	$ 31,000	$ 421,000

Equipment	Average Cost	Life Span	Annual Cost	Backup Center 2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
25 E-911 Backup Position Refresh	$ 188,618	5	$ 44,800		$ -	$ -	$ -	$ -	$ 126,724	$ 216,366	$ -	$ -	$ -	$ 200,000
26 Networking Equipment	10,000	7	800		-	-	-	-	-	-	-	-	-	-
27 Phone & Radio Recorder	-	7	-		-	-	-	-	-	-	-	-	-	-
TOTAL			$45,600	$ -	$ -	$ -	$ -	$ -	$ 126,724	$ 216,366	$ -	$ -	$ -	$ 200,000
GRAND TOTAL			$510,400	$ -	$ -	$ 3,599	$ 71,305	$ -	$ 737,254	$ 887,784	$ 2,983,425	$ 44,000	$ 31,000	$ 621,000
Additional Set-Aside for Cash Flow														
REVENUE				$ 273,937	$ 174,334	$ -	$ 808,516	$ 840,159	$ 1,294,483	$ 786,600	$ 531,900	$ 510,400	$ 510,400	$ 510,400
CAPITAL SET-ASIDE PROJECTED BALANCE				$ 273,937	$ 448,271	$ 444,673	$ 1,181,884	$ 2,022,043	$ 2,579,272	$ 2,478,088	$ 26,563	$ 492,963	$ 972,363	$ 861,763

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Montgomery County Consolidated Emergency Communication Center
2016 Regional Dispatch Rate Model
Capital Set-Aside

Equipment	Average Cost	Life Span	Annual Cost	Main Center 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1 Administration PC's	$ 9,750	4	$ 2,200	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
2 ESRI Software & PC's	13,080	4	2,800	-	-	-	10,000	-	-	-	10,000	-	-
3 CAD PC's x18	22,352	4	10,500	-	37,000	-	5,000	-	37,000	-	5,000	-	37,000
4 CAD PC's Monitor Refresh	12,400	5	2,600	-	-	-	-	14,000	-	-	-	-	14,000
5 Network Upgrade	44,999	7	7,200	-	50,000	-	-	-	-	-	-	50,000	-
6 Dispatch Chairs	21,000	5	3,500	-	-	-	-	21,000	-	-	-	-	21,000
7 E-911 Position Refresh	415,854	5	92,700	-	-	-	-	350,000	-	-	-	-	350,000
8 911 and Phone Recorder #1	47,500	7	5,700	47,500	-	-	-	-	-	-	47,500	-	-
9 911 and Phone Recorder #2 (NICE Recorder)	163,877	7	18,500	-	-	-	95,000	-	-	-	-	-	-
10 CAD Updating	813,673	7	81,100	-	-	-	-	-	-	-	400,000	-	-
11 CAD Server & Hardware	365,935	5	68,500	-	375,000	-	-	-	-	375,000	-	-	-
12 Battery Backup	100,000	20	5,000	-	-	-	-	-	-	-	-	-	100,000
13 UPS Battery Replacement	17,000	5	3,000	-	-	-	17,000	-	-	-	-	17,000	-
14 UPS Caps and Fans Replacement	14,000	5	2,500	-	-	-	14,000	-	-	-	-	14,000	-
15 Radio Consoles RDC with Digital Upgrade	460,719	20	67,500	-	-	-	-	-	-	-	-	-	-
16 Radio Consoles from Washington Township	141,985	20	9,000	-	-	-	-	-	-	-	-	-	-
17 Backup Air Unit	90,000	15	6,000	-	-	-	-	90,000	-	-	-	-	-
18 Fire Alerting System	200,000	8	26,100	-	-	-	-	200,000	-	-	-	-	-
19 Furniture	383,000	15	25,600	-	-	-	-	383,000	-	-	-	-	-
20 Generator	100,000	20	5,000	-	-	-	-	-	-	-	-	-	100,000
21 Storage Network	32,000	5	6,000	-	32,000	-	-	-	-	32,000	-	-	-
22 On Air Lights	42,108	12	4,400	-	-	-	-	-	-	-	45,000	-	-
23 Cisco Phone Switch	20,677	6	3,400	-	-	21,000	-	-	-	-	-	21,000	-
24 VMWare Licensing	21,000	3	6,000	-	-	21,000	-	-	21,000	-	-	21,000	-
TOTAL			$464,800	$ 47,500	$ 504,000	$ 42,000	$ 141,000	$ 1,058,000	$ 68,000	$ 407,000	$ 507,500	$ 123,000	$ 632,000

Equipment	Average Cost	Life Span	Annual Cost	Backup Center 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
25 E-911 Backup Position Refresh	$ 188,618	5	$ 44,800	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
26 Networking Equipment	10,000	7	800	-	-	-	-	10,000	-	-	-	-	-
27 Phone & Radio Recorder	-	7	-	-	-	-	-	-	-	-	-	-	-
TOTAL			$45,600	$ -	$ -	$ -	$ -	$ 210,000	$ -	$ -	$ -	$ -	$ 200,000
GRAND TOTAL			$510,400	$ 47,500	$ 504,000	$ 42,000	$ 141,000	$ 1,268,000	$ 68,000	$ 407,000	$ 507,500	$ 123,000	$ 832,000
Additional Set-Aside for Cash Flow													
REVENUE				$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400
CAPITAL SET-ASIDE PROJECTED BALANCE				$ 1,324,663	$ 1,331,063	$ 1,799,463	$ 2,168,863	$ 1,411,263	$ 1,853,663	$ 1,957,063	$ 1,959,963	$ 2,347,363	$ 2,025,763

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Montgomery County Consolidated Emergency Communication Center
2016 Regional Dispatch Rate Model
Capital Set-Aside

					Main Center									
Equipment	Average Cost	Life Span	Annual Cost	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
1 Administration PC's	$ 9,750	4	$ 2,200	$ -	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	$ -
2 ESRI Software & PC's	13,080	4	2,800	-	10,000	-	-	-	10,000	-	-	-	10,000
3 CAD PC's x18	22,352	4	10,500	-	5,000	-	37,000	-	5,000	-	37,000	-	5,000
4 CAD PC's Monitor Refresh	12,400	5	2,600	-	-	-	-	14,000	-	-	-	-	14,000
5 Network Upgrade	44,999	7	7,200	-	-	-	-	-	50,000	-	-	-	-
6 Dispatch Chairs	21,000	5	3,500	-	-	-	-	21,000	-	-	-	-	21,000
7 E-911 Position Refresh	415,854	5	92,700	-	-	-	-	350,000	-	-	-	-	350,000
8 911 and Phone Recorder #1	47,500	7	5,700	-	-	-	-	47,500	-	-	-	-	-
9 911 and Phone Recorder #2 (NICE Recorder)	163,877	7	18,500	95,000	-	-	-	-	-	-	95,000	-	-
10 CAD Updating	813,673	7	81,100	-	-	-	-	400,000	-	-	-	-	-
11 CAD Server & Hardware	365,935	5	68,500	-	375,000	-	-	-	-	375,000	-	-	-
12 Battery Backup	100,000	20	5,000	-	-	-	-	-	-	-	-	-	-
13 UPS Battery Replacement	17,000	5	3,000	-	-	-	17,000	-	-	-	-	17,000	-
14 UPS Caps and Fans Replacement	14,000	5	2,500	-	-	-	14,000	-	-	-	-	14,000	-
15 Radio Consoles RDC with Digital Upgrade	460,719	20	67,500	-	-	-	-	-	-	900,000	-	-	-
16 Radio Consoles from Washington Township	141,985	20	9,000	-	-	-	-	-	-	100,000	-	-	-
17 Backup Air Unit	90,000	15	6,000	-	-	-	-	-	-	-	-	-	90,000
18 Fire Alerting System	200,000	8	26,100	-	-	200,000	-	-	-	-	-	-	-
19 Furniture	383,000	15	25,600	-	-	-	-	-	-	-	-	-	383,000
20 Generator	100,000	20	5,000	-	-	-	-	-	-	-	-	-	-
21 Storage Network	32,000	5	6,000	-	32,000	-	-	-	-	32,000	-	-	-
22 On Air Lights	42,108	12	4,400	-	-	-	-	-	-	-	-	-	45,000
23 Cisco Phone Switch	20,677	6	3,400	-	-	-	-	21,000	-	-	-	-	-
24 VMWare Licensing	21,000	3	6,000	-	21,000	-	-	21,000	-	-	21,000	-	-
TOTAL			$464,800	$ 95,000	$ 443,000	$ 200,000	$ 78,000	$ 874,500	$ 65,000	$ 1,407,000	$ 163,000	$ 31,000	$ 918,000

					Backup Center									
Equipment	Average Cost	Life Span	Annual Cost	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
25 E-911 Backup Position Refresh	$ 188,618	5	$ 44,800	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
26 Networking Equipment	10,000	7	800	-	-	-	-	10,000	-	-	-	-	-
27 Phone & Radio Recorder	-	7	-	-	-	-	-	-	-	-	-	-	-
TOTAL			$45,600	$ -	$ -	$ -	$ -	$ 210,000	$ -	$ -	$ -	$ -	$ 200,000
GRAND TOTAL			$510,400	$ 95,000	$ 443,000	$ 200,000	$ 78,000	$ 1,084,500	$ 65,000	$ 1,407,000	$ 163,000	$ 31,000	$ 1,118,000
Additional Set-Aside for Cash Flow													
REVENUE				$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400	$ 510,400
CAPITAL SET-ASIDE PROJECTED BALANCE				$ 2,441,163	$ 2,508,563	$ 2,818,963	$ 3,251,363	$ 2,677,263	$ 3,122,663	$ 2,226,063	$ 2,573,463	$ 3,052,863	$ 2,445,263

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Montgomery County Consolidated Emergency Communication Center
2016 Regional Dispatch Rate Model
Capital Set-Aside

	Difference between 2014 and 2015 Capital Set-Aside Schedule:
1	Administration PC's remains the same.
2	ESRI Software & PC's remains the same.
3	CAD PC's x18 remains the same.
4	CAD PC's Monitor Refresh remains the same.
5	Network Upgrade was $50,000 in 2019 and 2026. It is now $50,000 in 2021 and 2028.
6	Dispatch Chairs remains the same.
7	E-911 Position Refresh remains the same.
8	911 and Phone Recorder #1 remains the same.
9	911 and Phone Recorder #2 (NICE Recorder) remains the same.
10	CAD Updating was $1,367,247 in 2016. It is now $1,227,345 for 2016.
11	CAD Server & Hardware was $225,000 for 2016, 2021 and 2026. It is now $347,804 for 2016 and $375,000 for 2021 and 2026.
12	Battery Backup remains the same.
13	UPS Battery Replacement remains the same.
14	UPS Caps and Fans Replacement remains the same.
15	Radio Consoles RDC with Digital Upgrade remains the same.
16	Radio Consoles from Washington Township was added.
17	Backup Air Unit remains the same.
18	Fire Alerting System remains the same.
19	Furniture remains the same.
20	Generator remains the same.
21	Storage Network remains the same.
22	On Air Lights was $39,116 for 2016. It is now $39,216 for 2016.
23	Cisco Phone Switch was $15,000 for 2016 and 2023. It is now $20,030 for 2016 and $21,000 for 2022 and 2028.
24	VMWare Licensing remains the same.
25	E-911 Backup Position Refresh remains the same.
26	Networking Equipment was 10,000 for 2017. It is now $0 for 2017.
27	Phone & Radio Recorder was eliminated.

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Projected Budget

Object Level 3 Title	Projected 2017 Budget	Projected 2018 Budget	Projected 2019 Budget	Projected 2020 Budget
911 Access Revenue *	$ 784,000	$ 845,000	$ 850,000	$ 850,000
Income Tax Sharing *	108,223	113,634	119,316	125,282
Contracts -Police Dispatching	3,946,601	4,215,057	4,229,156	4,435,772
Contracts -Fire Dispatching	1,186,321	1,267,018	1,271,256	1,333,363
User Fees for LEADS and CAD*	5,000	5,000	5,000	5,000
Shared PSAP Cost*	47,188	48,706	50,313	52,014
NICE Recorder Equipment*	9,947	10,132	10,322	10,517
Workstation & Equipment Rental*	109,591	115,071	120,825	126,866
Sheriff's General Fund Share *	1,949,200	2,083,000	2,094,000	2,184,000
Total Revenues	**$ 8,146,071**	**$ 8,702,618**	**$ 8,750,188**	**$ 9,122,814**
Salaries	$ 4,372,644	$ 4,591,277	$ 4,820,841	$ 5,061,884
Overtime	437,268	459,128	482,084	506,188
Fringe Benefits	1,746,336	1,860,487	1,982,494	2,112,918
Operating Expenses	443,321	453,962	464,856	476,945
Maintenance Agreements	360,939	594,878	614,853	731,582
Telecommunications	160,000	163,840	167,772	172,134
Rental	321,780	331,433	341,375	351,617
Rental-Reserve Space	213,121	219,514	226,100	232,883
Capital Set-Aside	510,400	510,400	510,400	510,400
General Fund Repayment	500,000	500,000	125,000	-
Total Expenditures	**$ 9,065,809**	**$ 9,684,919**	**$ 9,735,775**	**$ 10,156,551**
*** Fixed Revenue**	**$ 3,013,149**	**$ 3,220,543**	**$ 3,249,776**	**$ 3,353,679**
Revenue Needed from Jurisdictions	**$ 6,052,660**	**$ 6,464,376**	**$ 6,485,999**	**$ 6,802,872**

	Total Calls	Average Time	Level of Effort	% of Total				
Percent of Police Dispatched	**987,952**	**0:39:17**	**646873:47:56**	**80.4%**	**$ 4,866,339**	**$ 5,197,358**	**$ 5,214,743**	**$ 5,469,509**
Percent of Fire Dispatched	**177,033**	**0:53:34**	**158069:01:49**	**19.6%**	**$ 1,186,321**	**$ 1,267,018**	**$ 1,271,256**	**$ 1,333,363**
Total	**1,164,985**		**804942:49:45**	**100.0%**	**$ 6,052,660**	**$ 6,464,376**	**$ 6,485,999**	**$ 6,802,872**

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Police Calls by Priority

	July 2013 through June 2016					Weighted Calls based on Priority					
Priority	**1**	**2**	**3**	**4-9**	**Total**	**1** (Weighted 4)	**2** (Weighted 3)	**3** (Weighted 2)	**4-9** (Weighted 1)	**Total**	**Percent of Total**
Clay Township	180	577	942	7,076	8,775	720	1,731	1,884	7,076	11,411	0.9%
Clayton	382	1,688	3,290	22,660	28,020	1,528	5,064	6,580	22,660	35,832	2.7%
Dayton	14,232	38,983	89,565	315,065	457,845	56,928	116,949	179,130	315,065	668,072	50.2%
Dayton - Traffic *	0	0	0	66,717	66,717	0	0	0	33,359	33,359	2.5%
German Township	111	719	645	5,234	6,709	444	2,157	1,290	5,234	9,125	0.7%
Germantown	162	1,860	1,596	14,282	17,900	648	5,580	3,192	14,282	23,702	1.8%
Harrison Township	1,972	7,073	14,549	66,843	90,437	7,888	21,219	29,098	66,843	125,048	9.4%
Jefferson Township	393	3,230	3,393	19,118	26,134	1,572	9,690	6,786	19,118	37,166	2.8%
MetroParks	53	268	1,903	6,602	8,826	212	804	3,806	6,602	11,424	0.9%
Miami Township	1,224	4,845	10,057	54,172	70,298	4,896	14,535	20,114	54,172	93,717	7.0%
Miamisburg	816	3,207	8,348	43,547	55,918	3,264	9,621	16,696	43,547	73,128	5.5%
Perry Township	99	734	879	5,715	7,427	396	2,202	1,758	5,715	10,071	0.7%
Phillipsburg	11	68	92	1,015	1,186	44	204	184	1,015	1,447	0.1%
Trotwood	1,224	6,622	12,671	57,349	77,866	4,896	19,866	25,342	57,349	107,453	8.1%
Washington Township	685	8,106	6,796	48,307	63,894	2,740	24,318	13,592	48,307	88,957	6.7%
Total	21,544	77,980	154,726	733,702	987,952	86,176	233,940	309,452	700,344	1,329,912	100.0%

***Dayton - Traffic is Weighted at 0.5**

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Projected Revenue by Jurisdiction

Type	Contract	Weighted Calls Jan-13 to Jun-16 Calls	Percent of Total Weighted Calls	2017 Projected Revenue	2018 Projected Revenue	2019 Projected Revenue	2020 Projected Revenue	2021 Projected Revenue
Police	Clay Township	11,411	0.9%	$ 43,797	$ 46,776	$ 46,933	$ 49,226	$ 51,691
Police	Clayton	35,832	2.7%	131,391	140,329	140,798	147,677	155,072
Police	Dayton	668,072	50.2%	2,442,904	2,609,073	2,617,800	2,745,691	2,883,191
Police	Dayton - Traffic *	33,359	2.5%	121,658	129,934	130,369	136,738	143,585
Police	German Township	9,125	0.7%	34,064	36,382	36,503	38,287	40,204
Police	Germantown	23,702	1.8%	87,594	93,552	93,865	98,451	103,381
Police	Harrison Township	125,048	9.4%	457,436	488,552	490,186	514,134	539,880
Police	Jefferson Township	37,166	2.8%	136,257	145,526	146,013	153,146	160,815
Police	MetroParks	11,424	0.9%	43,797	46,776	46,933	49,226	51,691
Police	Miami Township	93,717	7.0%	340,644	363,815	365,032	382,866	402,038
Police	Miamisburg	73,128	5.5%	267,649	285,855	286,811	300,823	315,887
Police	Perry Township	10,071	0.7%	34,064	36,382	36,503	38,287	40,204
Police	Phillipsburg	1,447	0.1%	4,866	5,197	5,215	5,470	5,743
Police	Trotwood	107,453	8.1%	394,173	420,986	422,394	443,030	465,216
Police	Washington Township	88,957	6.7%	326,045	348,223	349,388	366,457	384,808
	Subtotal Police:	**1,329,912**	**100.0%**	**$ 4,866,339**	**$ 5,197,358**	**$ 5,214,743**	**$ 5,469,509**	**$ 5,743,406**

Type	Contract	Jul-13 to Jun-16 Calls	Percent of Calls	2017 Projected Revenue	2018 Projected Revenue	2019 Projected Revenue	2020 Projected Revenue	2021 Projected Revenue
Fire	Clayton	4,961	2.8%	$ 33,217	$ 35,477	$ 35,595	$ 37,334	$ 39,204
Fire	Dayton	102,754	58.1%	689,251	736,138	738,601	774,684	813,478
Fire	Dayton Airport	565	0.3%	3,559	3,801	3,814	4,000	4,200
Fire	Germantown	2,853	1.6%	18,981	20,272	20,340	21,334	22,402
Fire	Harrison Township	19,699	11.1%	131,682	140,639	141,109	148,003	155,415
Fire	Jefferson Township	4,166	2.4%	28,472	30,408	30,510	32,001	33,603
Fire	Miami Valley Fire District	23,602	13.3%	157,781	168,513	169,077	177,337	186,218
Fire	Phillipsburg	865	0.5%	5,932	6,335	6,356	6,667	7,001
Fire	Trotwood	17,568	9.9%	117,446	125,435	125,854	132,003	138,613
	Subtotal Fire:	**177,033**	**100.0%**	**$ 1,186,321**	**$ 1,267,018**	**$ 1,271,256**	**$ 1,333,363**	**$ 1,400,134**

	Total:			**$ 6,052,660**	**$ 6,464,376**	**$ 6,485,999**	**$ 6,802,872**	**$ 7,143,540**

***Dayton - Traffic is Weighted at 0.5**

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Projected Revenue Breakdown Between Operating and Capital

Type	Contract	Total Weighted Calls	Percent of Total Weighted Calls	Projected 2017 Budget	2017 Operating Projected Revenue	2017 Capital Projected Revenue	Adjustment from 2016 Revised Model	Adjusted 2017 Operating Projected Revenue	Adjusted 2017 Capital Projected Revenue
Police	Clay Township	11,411	0.9%	$ 43,797	$ 40,104	$ 3,693	$ (49)	$ 40,055	$ 3,693
Police	Clayton	35,832	2.7%	131,391	120,311	11,080	(165)	120,146	11,080
Police	Dayton	668,072	50.2%	2,442,904	2,236,901	206,003	(2,991)	2,233,910	206,003
Police	Dayton - Traffic *	33,359	2.5%	121,658	111,399	10,259	(159)	111,240	10,259
Police	German Township	9,125	0.7%	34,064	31,192	2,872	(43)	31,149	2,872
Police	Germantown	23,702	1.8%	87,594	80,208	7,386	(103)	80,105	7,386
Police	Harrison Township	125,048	9.4%	457,436	418,862	38,574	(578)	418,284	38,574
Police	Jefferson Township	37,166	2.8%	136,257	124,767	11,490	(170)	124,597	11,490
Police	MetroParks	11,424	0.9%	43,797	40,104	3,693	(49)	40,055	3,693
Police	Miami Township	93,717	7.0%	340,644	311,918	28,726	(445)	311,473	28,726
Police	Miamisburg	73,128	5.5%	267,649	245,079	22,570	(341)	244,738	22,570
Police	Perry Township	10,071	0.7%	34,064	31,192	2,872	(49)	31,143	2,872
Police	Phillipsburg	1,447	0.1%	4,866	4,456	410	(6)	4,450	410
Police	Trotwood	107,453	8.1%	394,173	360,934	33,239	(500)	360,434	33,239
Police	Washington Township	88,957	6.7%	326,045	298,550	27,495	(445)	298,105	27,495
	Subtotal Police:	**1,329,912**	**100.0%**	**$ 4,866,339**	**$ 4,455,977**	**$ 410,362**	**$ (6,093)**	**$ 4,449,884**	**$ 410,362**

Type	Contract	Jul-13 to Jun-16 Calls	Percent of Calls	Projected 2017 Budget	2017 Operating Projected Revenue	2017 Capital Projected Revenue	Adjustment from 2016 Revised Model	Adjusted 2017 Operating Projected Revenue	Adjusted 2017 Capital Projected Revenue
Fire	Clayton	4,961	2.8%	$ 33,217	$ 30,416	$ 2,801	$ 171	$ 30,587	$ 2,801
Fire	Dayton	102,754	58.1%	689,251	631,130	58,121	(4,723)	626,407	58,121
Fire	Dayton Airport	565	0.3%	3,559	3,259	300	18	3,277	300
Fire	Germantown	2,853	1.6%	18,981	17,381	1,600	98	17,479	1,600
Fire	Harrison Township	19,699	11.1%	131,682	120,577	11,105	13,679	134,256	11,105
Fire	Jefferson Township	4,166	2.4%	28,472	26,071	2,401	134	26,205	2,401
Fire	Miami Valley Fire District	23,602	13.3%	157,781	144,476	13,305	(1,554)	142,922	13,305
Fire	Phillipsburg	865	0.5%	5,932	5,431	501	31	5,462	501
Fire	Trotwood	17,568	9.9%	117,446	107,542	9,904	(1,761)	105,781	9,904
	Subtotal Fire:	**177,033**	**100.0%**	**$ 1,186,321**	**$ 1,086,283**	**$ 100,038**	**$ 6,093**	**$ 1,092,376**	**$ 100,038**
	Total:			**$ 6,052,660**	**$ 5,542,260**	**$ 510,400**	**$ -**	**$ 5,542,260**	**$ 510,400**

***Dayton - Traffic is Weighted at 0.5**

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Projected Budget Comparison by Revenue & Expenditures

Object Level 3 Title	2016 Budget from 2016 Revised Model	Projected 2017 Budget From 2016 Revised Model	Projected 2017 Budget from 2017 Model	2016 Budget from 2016 Revised Model to Projected 2017 Budget from 2017 Model		2017 Projected Budget from 2016 Revised Model to 2017 Projected Budget from 2017 Model	
911 Access Revenue	$ 780,000	$ 784,000	$ 784,000	$ 4,000	0.5%	$ -	0.0%
Income Tax Sharing	105,692	110,976	108,223	$ 2,531	2.4%	(2,753)	-2.5%
Contracts - Police Dispatching	4,904,743	5,005,420	4,866,339	$ (38,404)	-0.8%	(139,081)	-2.8%
Contracts - Fire Dispatching	1,188,106	1,212,493	1,186,321	$ (1,785)	-0.2%	(26,172)	-2.2%
User Fees for LEADS and CAD	10,000	10,000	5,000	$ (5,000)	-50.0%	(5,000)	-50.0%
Shared PSAP Costs	-	-	47,188	$ 47,188	0.0%	47,188	0.0%
NICE Recorder Equipment	-	-	9,947	$ 9,947	0.0%	9,947	0.0%
Workstation & Equipment Rental	-	-	109,591	$ 109,591	0.0%	109,591	0.0%
Sheriff's General Fund Share	1,915,000	1,952,000	1,949,200	$ 34,200	1.8%	(2,800)	-0.1%
Total Revenues	**$ 8,903,541**	**$ 9,074,889**	**$ 9,065,809**	**$ 162,268**	**1.8%**	**$ (9,080)**	**-0.1%**
Salaries	$ 4,270,373	$ 4,483,892	$ 4,372,644	102,271	2.4%	$ (111,248)	-2.5%
Overtime	427,037	448,389	437,268	10,231	2.4%	(11,121)	-2.5%
Fringe Benefits	1,650,498	1,733,023	1,746,336	95,838	5.8%	13,313	0.8%
Operating Expenses	433,350	443,321	443,321	9,971	2.3%	-	0.0%
Maintenance Agreements	460,062	284,438	360,939	(99,123)	-21.5%	76,501	26.9%
Telecommunications	175,000	179,025	160,000	(15,000)	-8.6%	(19,025)	-10.6%
Rental	312,408	321,780	321,780	9,372	3.0%	-	0.0%
Rental-Reserve Space	206,913	213,121	213,121	6,208	3.0%	-	0.0%
Capital Set-Aside	467,900	467,900	510,400	42,500	9.1%	42,500	9.1%
General Fund Repayment	500,000	500,000	500,000	-	0.0%	-	0.0%
Total Expenditures	**$ 8,903,541**	**$ 9,074,889**	**$ 9,065,809**	**$ 162,268**	**1.8%**	**$ (9,080)**	**-0.1%**

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Montgomery County Consolidated Emergency Communication Center
2017 Regional Dispatch Rate Model - 3 Call Year Average
Projected Revenue Comparison by Jurisdiction

Type	Contract	2016 Budget from 2016 Revised Model	Projected 2017 Budget From 2016 Revised Model	Projected 2017 Budget from 2017 Model	2016 Budget from 2016 Revised Model to Projected 2017 Budget from 2017 Model		2017 Projected Budget from 2016 Revised Model to 2017 Projected Budget from 2017 Model	
Police	Clay Township	$ 39,238	$ 40,043	$ 43,797	$ 4,559	11.6%	$ 3,754	9.4%
Police	Clayton	132,428	135,146	131,391	(1,037)	-0.8%	(3,755)	-2.8%
Police	Dayton	2,408,228	2,457,662	2,442,904	34,676	1.4%	(14,758)	-0.6%
Police	Dayton - Traffic *	127,523	130,141	121,658	(5,865)	-4.6%	(8,483)	-6.5%
Police	German Township	34,333	35,038	34,064	(269)	-0.8%	(974)	-2.8%
Police	Germantown	83,381	85,092	87,594	4,213	5.1%	2,502	2.9%
Police	Harrison Township	465,951	475,515	457,436	(8,515)	-1.8%	(18,079)	-3.8%
Police	Jefferson Township	137,333	140,152	136,257	(1,076)	-0.8%	(3,895)	-2.8%
Police	MetroParks	39,238	40,043	43,797	4,559	11.6%	3,754	9.4%
Police	Miami Township	358,046	365,396	340,644	(17,402)	-4.9%	(24,752)	-6.8%
Police	Miamisburg	274,666	280,304	267,649	(7,017)	-2.6%	(12,655)	-4.5%
Police	Perry Township	39,238	40,043	34,064	(5,174)	-13.2%	(5,979)	-14.9%
Police	Phillipsburg	4,905	5,005	4,866	(39)	-0.8%	(139)	-2.8%
Police	Trotwood	402,189	410,444	394,173	(8,016)	-2.0%	(16,271)	-4.0%
Police	Washington Township	358,046	365,396	326,045	(32,001)	-8.9%	(39,351)	-10.8%
	Subtotal Police:	**$ 4,904,743**	**$ 5,005,420**	**$ 4,866,339**	**$ (38,404)**	**-0.8%**	**$ (139,081)**	**-2.8%**

Type	Contract	2016 Budget from 2016 Revised Model	Projected 2017 Budget From 2016 Revised Model	Projected 2017 Budget from 2017 Model	2016 Budget from 2016 Revised Model to Projected 2017 Budget from 2017 Model		2017 Projected Budget from 2016 Revised Model to 2017 Projected Budget from 2017 Model	
Fire	Clayton	$ 33,267	$ 33,950	$ 33,217	$ (50)	-0.2%	$ (733)	-2.2%
Fire	Dayton	692,666	706,883	689,251	(3,415)	-0.5%	(17,632)	-2.5%
Fire	Dayton Airport	3,564	3,637	3,559	(5)	-0.1%	(78)	-2.1%
Fire	Germantown	19,010	19,400	18,981	(29)	-0.2%	(419)	-2.2%
Fire	Harrison Township	131,880	134,587	131,682	(198)	-0.2%	(2,905)	-2.2%
Fire	Jefferson Township	26,138	26,675	28,472	2,334	8.9%	1,797	6.7%
Fire	Miami Valley Fire District	158,018	161,262	157,781	(237)	-0.1%	(3,481)	-2.2%
Fire	Phillipsburg	5,941	6,062	5,932	(9)	-0.2%	(130)	-2.1%
Fire	Trotwood	117,622	120,037	117,446	(176)	-0.1%	(2,591)	-2.2%
	Subtotal Fire:	**$ 1,188,106**	**$ 1,212,493**	**$ 1,186,321**	**$ (1,785)**	**-0.2%**	**$ (26,172)**	**-2.2%**
	Total:	**$ 6,092,849**	**$ 6,217,913**	**$ 6,052,660**	**$ (40,189)**	**-0.7%**	**$ (165,253)**	**-2.7%**

BACK

BY....Ms. Whaley..... NO....31542-16.....

AN ORDINANCE

Amending Sections 37.06, 37.07, 37.08 and 37.10; Repealing Existing Sections 37.06, 37.07, 37.08, and 37.10 of the Revised Code of General Ordinances Relating to Commercial Ground Transportation Companies and Transportation Network Companies; and Declaring an Emergency.

WHEREAS, The City desires to amend the definition of Commercial Ground Transportation Companies and Transportation Network Companies providing services at the James M. Cox Dayton International Airport; and,

WHEREAS, R.C. § 4925.09 authorizes the operator of a public-use airport to adopt reasonable regulations applicable to transportation network companies providing services at the public use airport; and,

WHEREAS, The City Manager has determined that changes to the Revised Code of General Ordinances are necessary to modify the regulations regarding Commercial Ground Transportation Companies and other transportation companies operating within the City of Dayton to reflect the changes in state law; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety and the usual daily operation of the various City departments, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore

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

Section 1. That existing Section 37.06 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

Sec. 37.06. - Off-airport businesses; off-airport taxi services; Commercial Ground Transportation Company; Transportation Network Companies.

(A) Fees and charges shall be imposed on certain off-airport business and operators using the airport. The Director of the Department of Aviation shall be authorized to establish operating agreements or permits with off-airport businesses and operators. Such agreements or permits shall establish, at a minimum, operating rules, regulations, and procedures to be followed when operating courtesy vehicles/service on the airport, insurance requirements and fees.

(B) A designated drop-off and pick-up area for passengers that arrive in a courtesy vehicle shall be established for off-airport businesses to the charges set forth in § 37.07.

(C) Off-airport taxi services. No off-airport taxi services, other than those services which have a nonexclusive or exclusive operating agreement or permit with the city, shall be permitted to loiter or pick-up passengers at the airport, unless the pick-up or drop-off has been prearranged by the passenger and taxi service operator. For purposes of this division, "off-airport taxi services" shall include limousine services or any other service that is used to transport people for hire and not specifically identified elsewhere.

(D) Commercial Ground Transportation Company. No Commercial Ground Transportation Company, other than those which have a nonexclusive or exclusive operating agreement or permit with the city, shall be permitted to loiter or pick-up passengers at the airport. For purposes of this division, Commercial Ground Transportation Company shall be buses and vans designed and used to transport passengers and operating between the airport and any commercial establishment or private residence within or without the city, and excluding any authorized vehicles or courtesy vehicles. The Director of the Department of Aviation shall be authorized to establish operating agreements or permits with Commercial Ground Transportation Companies.. Such agreements or permits shall establish, at a minimum, operating rules, regulations, and procedures to be followed when operating passenger shuttle service vehicles on the airport, insurance requirements and the maximum fees to be charged for such services.

(E) No Transportation Network Company or Transportation Network Company driver, other than those who have a non-exclusive or exclusive Transportation Network Company Operating Permit with the City shall be permitted to loiter, pick-up or drop-off passengers at the airport.

Section 2. That existing Section 37.07 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

(A) Effective July 1, 2015, all off-airport rental car businesses shall be charged a fee of ten percent of gross revenues for the privilege of using Dayton International Airport facilities. Gross Revenues shall mean, as determined in the reasonable discretion of the City, all amounts charged to its customers by Company for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Company. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Company by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Company's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Company's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location. Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted shall be the specific exclusions set forth below:

(1) Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Company's operations which are separately stated on customers' rental contracts and collected from customers of Company;

(2) Amounts received as insurance proceeds for loss of or damages of vehicles or other property of Company;

(3) Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Company's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues.

(B) *Off-Airport Parking Services.*

(1) A fee of ten percent of the gross revenue generated shall be charged to off-airport parking service operators for the privilege of using Dayton International Airport facilities. "Gross revenues" as used herein means any and all charges made as a direct or indirect consequence of transactions originating from or relating to the Dayton International Airport, for the rental of parking space, without regard to ownership of the automobile or vehicle. Off-airport parking service operators shall furnish auditable proof of the exact amount of gross revenues in its reports to the Department of Aviation or may assume, for ease of reporting, accounting and payment to the city, that 100 percent of the total amount revenues obtained from the operation of the off-airport parking services were generated as a direct or indirect consequence of transactions originating from or relating to the Dayton International Airport.

(2) Except for properly marked personal cars of handicapped persons transportation onto the Dayton International Airport property of personal cars of persons using off-airport parking services is prohibited. A courtesy car, van, or bus (i.e., shuttle bus) shall be used.

(C) *Off-airport hotels/motels.* Effective January 1, 1994, all off-airport hotels/motels with limousine, courtesy car, van, or bus (i.e., shuttle bus) service that make regular pick-ups and drop-offs of passengers at the airport shall be charged a fee of $100.00 each six months per courtesy vehicle for the privilege of using airport facilities.

(D) *Commercial Ground Transportation Companies.* Commercial Ground Transportation Companies shall furnish auditable proof of the exact amount of gross revenues in its reports to the Department of Aviation or may assume, for ease of reporting, accounting and payment to the city, that 100 percent of the total amount revenues obtained from the operation of the off-airport parking services were generated as a direct or indirect consequence of transactions originating from or relating to the Dayton International Airport.

(E) Payment of fees and charges. All permits and fees shall be paid to the city. Fees may be prorated by the Director of the Department of Aviation or his/her appointee to establish a convenient calendar date. In the event a single off-airport business operates two or more of the activities affected by §§ 37.06 through 37.10 of this chapter, the Director of the Department of Aviation shall assess fees on only one category of activity which shall permit access for the business as if it was paying for all applicable activity.

Section 3. That existing Section 37.08 of the Revised Code of General Ordinances of the City of Dayton is amended to read as follows:

Sec. 37.08. - Vehicle permits.

(A) The Director of the Department of Aviation or his/her appointee shall establish an authorized vehicle/courtesy vehicle permit system to be used by all off-airport operators authorized to conduct business activities at the airport.

(B) Only authorized vehicles/courtesy vehicles that have obtained such permits may conduct commercial activity on the airport grounds.

(C) Off-airport operators shall obtain a Department of Aviation permit by completing and submitting a written application. Permits will be issued only after the application is submitted and approved along with evidence that requirements for any license, other permits, insurance, safety inspections or authorizations required by any other government agency, such as local, state and/or federal, have been met. An administrative fee to cover the costs of the permit system may be charged and collected by the Department of Aviation.

(D) Each authorized vehicle/courtesy vehicle being used on the airport by an operator in the conduct of business in accordance within §§ 37.06 through 37.10 of this chapter shall have an indicator of the permit displayed on the vehicle as specified by the Director of the Department of Aviation.

(E) The permit is not transferable and does not extend to any area of the airport nor any other zone except those designated in the permit.

(F) All authorized vehicles/courtesy vehicles authorized under those permits shall be kept clean and maintained in good working order.

(G) The Director of Aviation or his/her appointee may immediately revoke, temporarily or permanently, a permit for violation of any provision of §§ 37.06 through 37.10 of this chapter or of any federal, state and/or local law or ordinance or of any other aviation rules, regulations, or policies.

(H) Emergency vehicles and vehicles of governmental agencies including, but not limited to, city, state, and federal shall be exempt from purchasing vehicle permits and payment of fees and charges required by §§ 37.06 through 37.10 of this chapter.

(I) Permits shall be obtained for the following vehicles: Off-airport parking courtesy vehicles; off-airport hotel/motel courtesy vehicles; off-airport rental car courtesy vehicles; Commercial Ground Transportation Company vehicles; and Transportation Network Company vehicles.

Section 4. That existing Section 37.10 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to include the following definition:

Commercial Ground Transportation Company. Shall mean a company which operates any limousine, charter, shuttle, bus, car or other owned or leased vehicle by Operator for business purposes and operated by Operator's personnel for the sole purpose of transporting customers to and from the Airport.

Section 5. That existing Sections 37.06, 37.07, 37.08, and 37.10 of the Revised Code of General Ordinances of the City of Dayton are hereby repealed.

Section 6. That 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 December 21, 2016

SIGNED BY THE MAYOR December 21, 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney

MEMORANDUM | DAYTON

December 12, 2016

TO: Shelley Dickstein, City Manager

FROM: Terrence G. Slaybaugh, Director of Aviation

SUBJECT: Airport Ordinance – Addition of Commercial Ground Transportation Operating Permit

With the addition of Transportation Network Companies (TNC's), such as Uber, and Lyft at the airport, the operation of commercial ground transportation companies at the airport has changed. The airport has researched the best alternative to continue to provide safe and affordable options to passengers for commercial ground transportation services. This service is defined as any company which operates any limousine, charter, shuttle, bus, car or other owned or leased vehicle by the company for business purposes and operated by the company's personnel for the sole purpose of transporting customers to and from the airport, not to include Taxicab transportation.

Section 37.06 of the Revised Code of General Ordinances gives the Director of the Department of Aviation the authority to establish operating agreements or permits with off-airport businesses and operators. Attached is the airport Commercial Ground Transportation Operating Permit for 2017. The per-trip fee will be established at Two Dollars ($2.00) per Revenue Trip, per Revenue Passenger. Additionally, an annual permit fee of Two-Thousand Five-Hundred Dollars ($2,500.00) will be required. We anticipate a minimum of 2 providers of such services will sign this permit for 2017. The total revenue to the City is estimated to be Twelve Thousand Dollars ($12,000.00) annually.

We recommend that Section 37 – Department of Aviation of the City of Dayton Revised Code of General Ordinances, be updated as follows:

- Section 37.06 - Add the name "Commercial Ground Transportation Companies" to the title.
- Section 37.06 (E) – Change this section to include the name Commercial Ground Transportation Company and delete the name Shuttle.
- Section 37.07 (A) (B) (C) (E) – Update this section to clarify the definition of Gross Revenues relating to taxes, insurance proceeds, sale of vehicles and the payment of all fees to the City.

- Section 37.07 (D) – Add this section as a definition of total revenues, and accounting and reporting thereof from the operation of commercial ground transportation services at the airport.
- Section 37.08 – Change this section to include reference to all Off-Airport Transportation Operators and the requirements for authorized vehicle permits for operation of this service.
- Section 37.10 – Add the definition of Commercial Ground Transportation Company.

This Permit does not require Commission approval and has been reviewed by Law for form and correctness. If you have any questions or need additional information, please contact me at 454-8212.

TGS/ses

Attachments

cc: Mr. Parlette
Ms. Clements
Mr. Turner
Ms. Spees

BACK

BY....Mr. Williams.... NO....31543-16....

AN ORDINANCE

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

WHEREAS, On August 24, 2016, this Commission passed an appropriation ordinance for the year 2016, being Ordinance Number 31507-16, which provided for the appropriation of $636,834,500 to the various funds of the City of Dayton; and

WHEREAS, The City Manager and Department Directors arranged a work program for 2016 for which there are now modifications in several funds that require amendment to the 2016 appropriations made in Ordinance Number 31507-16; and

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

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

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

Section 1. That appropriations for the year 2016 made by this Commission pursuant to Ordinance No. 31507-16 of monies available to the City, or in the process of collection by the City, and not otherwise encumbered, are amended as shown within the following funds:

		2016 Appropriations	2016 Amended Appropriations
GOVERNMENTAL FUND TYPE			
(1) General Fund - 10			
1200	Clerk of Commission	1,144,900	1,184,900
1300	Civil Service Board	1,360,200	1,370,200
1400	Human Relations Council		
	Expenses	779,300	788,900
	Transfers Out	9,600	0
	Total	788,900	788,900
2100	City Manager's Office		
	Expenses	1,336,000	1,225,000
	Transfers Out	0	41,000
	Total	1,336,000	1,266,000

		2016 Appropriations	2016 Amended Appropriations
2101	Department of Public Affairs		
	Expenses	733,100	660,100
	Transfers Out	0	48,000
	Total	733,100	708,100
2300	Dept. of Planning and Community Development (including Housing Inspection)		
	Expenses	2,612,900	2,532,900
	Transfers Out	150,000	150,000
	Total	2,762,900	2,682,900
2500	Clerk of Courts	3,474,300	3,474,300
2510	Municipal Court	4,162,700	4,162,700
2600	Department of Economic Development (including Zoning Admin. & Building Inspection)	3,123,800	3,144,800
2700	Office of Management and Budget	991,500	891,500
3400	Department of Water	86,200	86,200
5200	Department of Law	2,677,500	2,617,500
5300	Department of Finance	3,033,800	2,833,800
5500	Department of Central Services		
	Expenses	14,900,700	13,686,700
	Transfers Out	0	934,000
	Total	14,900,700	14,620,700
5600	Department of Human Resources	1,106,600	1,011,600
6200	Department of Police	48,597,100	48,797,100
6300	Department of Fire		
	Expenses	39,002,700	39,080,100
	Transfers Out	10,000	0
	Total	39,012,700	39,080,100
6400	Department of Public Works		
	Expenses	16,444,000	16,596,500
	Transfers Out	28,100	28,100
	Total	16,472,100	16,624,600
6500	Department of Recreation & Youth Services (incl. Convention Ctr.)		
	Expenses	6,367,500	6,367,500
	Transfers Out	106,000	106,000
	Total	6,473,500	6,473,500
9980	Non-Departmental		
	Expenses	1,912,600	1,912,600
	Transfers Out	836,300	3,971,300
	Total	2,748,900	5,883,900

		2016 Appropriations	2016 Amended Appropriations
16999	Special Projects		
	Expenses	9,499,400	9,577,400
	Transfers Out	633,800	811,500
	Total	10,133,200	10,388,900
75000	Income Tax Fund		
	Transfers Out	6,301,900	8,301,900
	Total	6,301,900	8,301,900
Total General Fund		**171,422,500**	**176,394,100**
(2) Special Revenue			
Roadway Maintenance Fund – 21999			
Street Maintenance Fund - 21000			
6400	Department of Public Works	5,464,900	5,513,100
	Total Roadway Maintenance Fund	**5,464,900**	**5,513,100**
Highway Maintenance Fund - 21100			
6400	Department of Public Works	432,000	452,000
	Total Highway Maintenance Fund	**432,000**	**452,000**
Total Roadway Maintenance Fund		**5,896,900**	**5,965,100**
HUD Programs Operating			
Community Dev. Block Grant Fund - 26204-26209			
2300	Dept. of Planning and Community Development	3,471,100	3,471,100
5300	Department of Finance	155,000	155,000
	Total Community Dev. Block Grant Fund	**3,626,100**	**3,626,100**
HOME Operating Fund - 27000			
2300	Dept. of Planning and Community Development	253,000	253,000
	Total HOME Operating Fund	**253,000**	**253,000**
Total HUD Programs Operating		**3,879,100**	**3,879,100**
HUD Programs Non-Operating			
Fair Housing Grant Fund - 23919			
1400	Human Relations Council	244,400	244,400
	Total Fair Housing Grant Fund	**244,400**	**244,400**
Emergency Shelter Fund - 25999			
2300	Dept. of Planning and Comm. Dev.	3,417,500	4,541,100
	Total Emergency Shelter Fund	**3,417,500**	**4,541,100**

		2016 Appropriations	2016 Amended Appropriations
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906			
	Various Capital Projects	2,203,600	3,309,400
	Total Community Dev. Block Grant Non-Operating Fund	**2,203,600**	**3,309,400**
HOME Non-Operating Fund - 27998			
	Various Capital Projects	4,608,700	4,908,700
	Total HOME Non-Operating Fund	**4,608,700**	**4,908,700**
Neighborhood Stabilization Program II (NSP II)			
	Various Projects	720,900	720,900
	Total Neighborhood Stabilization Program II	**720,900**	**720,900**
Neighborhood Stabilization Program III (NSP III)			
	Various Projects	182,900	182,900
	Total Neighborhood Stabilization Program III	**182,900**	**182,900**
Total HUD Programs Non-Operating		**11,378,000**	**13,907,400**
Miscellaneous Grants - 28000; 29000			
	Various Departments		
	Expenses	13,762,000	13,910,400
	Transfers Out	20,000	20,000
	Total	13,782,000	13,930,400
	Total Miscellaneous Grants	**13,782,000**	**13,930,400**
Other Special Revenue - 22111-513, 28329			
	Various Departments	4,502,100	4,786,800
	Total Other Special Revenue Fund	**4,502,100**	**4,786,800**
Total Special Revenue		**39,438,100**	**42,468,800**
(3) Debt Service			
General Debt Retirement Fund - 31100-33100			
5300	Department of Finance	10,084,100	10,084,100
	Total General Debt Retirement Fund	**10,084,100**	**10,084,100**
Total Debt Service		**10,084,100**	**10,084,100**

		2016 Appropriations	2016 Amended Appropriations
(4) Capital Project Funds			
General Capital Fund - 40000			
	Various Capital Projects	29,761,800	29,761,800
	Transfers Out	0	337,900
	Total	**29,761,800**	**30,099,700**
	Prior Year's Unexpended Appropriation	**33,223,100**	**33,223,100**
Total Capital Project Funds		**62,984,900**	**63,322,800**
(5) Permanent Funds			
Permanent Fund - 71000			
	Various Departments	50,000	50,000
	Total Permanent Fund	**50,000**	**50,000**
TOTAL GOVERNMENTAL FUND		**283,979,600**	**292,319,800**
PROPRIETARY FUND TYPE			
(6) Enterprise Funds			
Aviation Operating Fund - 51000 and 51001			
3200-9990	Department of Aviation		
	Expenses	33,790,600	33,670,600
	Transfers Out	3,794,700	3,794,700
	Total	37,585,300	37,465,300
	Total Aviation Operating Fund	**37,585,300**	**37,465,300**
Aviation Capital Fund - 51002 - 52999			
	Various Capital Projects	54,740,100	53,917,500
	Total	**54,740,100**	**53,917,500**
	Prior Year's Unexpended Appropriation	**31,659,900**	**31,659,900**
	Total Aviation Capital Fund	**86,400,000**	**85,577,400**
Water Operating Fund - 53000, 53997 and 53998			
2600	Department of Economic Development	102,600	102,600
3400	Department of Water - 3400 and 9980		
	Expenses	45,638,700	45,021,300
	Transfers Out	5,050,100	5,667,500
	Total	50,688,800	50,688,800
5300	Department of Finance	3,881,400	3,881,400
	Total Water Operating Fund	**54,672,800**	**54,672,800**
Water Capital Fund - 53001 - 53996			
	Various Capital Projects	5,570,300	5,715,400
	Total	**5,570,300**	**5,715,400**
	Prior Year's Unexpended Appropriation	**31,391,200**	**31,391,200**
	Total Water Capital Fund	**36,961,500**	**37,106,600**

		2016 Appropriations	2016 Amended Appropriations
Sanitary Sewer Operating Fund - 55000			
3400	Department of Water - 3400 and 9980		
	Expenses	29,372,200	29,567,100
	Transfers Out	5,100,000	5,100,000
	Total	34,472,200	34,667,100
	Total Sanitary Sewer Operating Fund	**34,472,200**	**34,667,100**
Sanitary Sewer Capital Fund - 55001 - 55999			
	Various Capital Projects	5,175,000	5,376,400
	Total	**5,175,000**	**5,376,400**
	Prior Year's Unexpended Appropriation	**39,399,600**	**39,399,600**
	Total Sanitary Sewer Capital Fund	**44,574,600**	**44,776,000**
Storm Water Operating Fund - 58000			
3400	Department of Water - 3400 and 9980		
	Expenses	4,718,400	4,718,300
	Transfers Out	840,100	840,000
	Total	5,558,500	5,558,300
6400	Department of Public Works		
	Expenses	1,359,100	1,233,100
	Transfers Out	125,000	251,000
	Total	1,484,100	1,484,100
	Total Storm Water Operating Fund	**7,042,600**	**7,042,400**
Storm Water Capital Fund - 58001 - 58999			
	Various Capital Projects	1,085,000	1,103,700
	Total	**1,085,000**	**1,103,700**
	Prior Year's Unexpended Appropriation	**2,171,300**	**2,171,300**
	Total Storm Water Capital Fund	**3,256,300**	**3,275,000**
Golf Operating Fund - 59000			
6500	Department of Recreation & Youth Services		
	Expenses	3,281,300	3,416,300
	Transfers Out	260,000	260,000
	Total	3,541,300	3,676,300
	Total Golf Operating Fund	**3,541,300**	**3,676,300**
Golf Capital - 59001			
	Various Capital Projects	260,000	260,000
	Total	**260,000**	**260,000**
	Prior Year's Unexpended Appropriation	**0**	**0**
	Total Golf Capital Fund	**260,000**	**260,000**
Total Enterprise Funds		**308,766,600**	**308,518,900**
(7) Internal Service Funds			
Fleet Management Fund - 61000			
6400	Department of Public Works	9,315,700	7,992,300
	Total Fleet Management Fund	**9,315,700**	**7,992,300**

		2016 Appropriations	2016 Amended Appropriations
Document Management Services Fund - 62100			
5500	Department of Central Services	551,900	551,900
	Total Stores and Reproduction Fund	**551,900**	**551,900**
Healthcare Self Insurance - 63000			
5600	Department of Human Resources	26,755,900	26,755,900
	Total Healthcare Self Insurance Fund	**26,755,900**	**26,755,900**
Workers' Compensation Fund - 65000			
5200	Department of Law	104,600	104,600
5600	Department of Human Resources	5,252,800	5,252,800
	Total Workers' Compensation Fund	**5,357,400**	**5,357,400**
Plumbing Shop - 66000			
5500	Department of Central Services	719,600	719,600
	Total Plumbing Shop	**719,600**	**719,600**
Fire Fleet Management - 67000			
6330	Department of Fire	1,387,800	1,387,800
	Total Fire Fleet Management Fund	**1,387,800**	**1,387,800**
Total Internal Service Funds		**44,088,300**	**42,764,900**
TOTAL PROPRIETARY FUND		**352,854,900**	**351,283,800**
TOTAL ALL FUNDS		**636,834,500**	**643,603,600**

Section 2. That the City Manager is authorized to advance up to $500,000 from the General Fund to HUD Non-Operating programs to cover negative cash at year end.

Section 3. That all books of accounts, warrants, orders, vouchers or other official reference to any appropriation shall indicate the appropriated funds involved or to be drawn upon by the code number as set forth in the detailed budget.

Section 4. That Ordinance Number 31507-16, passed by this Commission on August 24, 2016 is repealed.

Section 5. 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..December 21....., 2016

SIGNED BY THE MAYOR...December 21....., 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Rashella Lawrence

Clerk of the Commission

APPROVED AS TO FORM:

William P. Horkan Jr.

City Attorney

MEMORANDUM

December 21, 2016 **REVISED MEMO**

TO: Shelley Dickstein, City Manager

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

SUBJECT: 2016 Final Revised Appropriation Recommendation

We are submitting an emergency ordinance for action by the City Commission to approve the 2016 final revised appropriation. Our recommendations reflect an overall increase in the appropriation of $6.8 million, (not the $7.4 million as previously reported). We are recommending an additional budget reduction to the Fleet Management Fund for budget compliance purposes.

The appropriation is the legal means by which the City Commission approves the City's budget for all funds. Below is a summary of the major changes.

The highlights of the final recommended budget changes can be summarized as follows:

1. The General Fund appropriation increases a total of $5.0 million. The primary reason for this increase is to provide additional budget authority to do year end transfers (only if funds are available). The transfers from the Income Tax Fund increase by $2.0 million which will support the 2017 General Capital Program (both the pre-commitment for the 2017 capital plan and a contingency). The Non-Departmental budget includes an additional $3.1 million in transfer authority which will enable us to fund technology needs, supplement the Judgments Fund, and address other special needs. These transfers will only be done if we meet or exceed our revenue goals.

2. In addition, the General Fund Special Projects Fund category is up a net $255,700. This includes budget authority for a transfer of $530,000 from the Special Payroll Fund back to the General Fund. In 2015, we transferred this amount to the Special Payroll Fund to address the retro pay for sworn Fire personnel (the retro pay could not be paid until 2016). Subsequently, the funds need to be moved back to the General Fund in 2016 to cover the retro pay that has been expended in 2016.

3. You will see several reductions in various General Fund departments which reflect vacancy savings as well as unspent budget dollars in various contracts and materials line items.

4. We have two instances where budget has been moved from capital equipment line items to transfers out. Public Affairs is moving $49,000 to the Technology Fund as the bid process for new cameras for the City Commission chambers did not result in a satisfactory vendor. Central Services is moving $934,000 to the Technology Fund for purchases that cannot be accomplished in 2016.

5. The $200,000 increase in the Police Department ensures we will have adequate budget margin for the department. Contracted overtime has been higher than expected but there is offsetting revenue that covers this cost.

6. Adjustments in the Special Revenue funds (HUD and Miscellaneous Grants) reflect projects and contracts funded from grants awarded to the City during the year.

7. General Capital appropriations include $337,900 for a transfer to the Debt Retirement Fund to pay debt service on a loan related to the Tech Town Project.

8. Enterprise Fund activity reflects an overall reduction of $247,718. There are several adjustments up and down in this category.

   The Sewer Operating Fund was increased $201,400. The Water Reclamation division incurred unplanned costs related to testing required by the EPA, consultant services related to the Division Manager hiring process and modeling efforts related to the Lower Great Miami River.

   Aviation Capital was reduced ($822,600) reflecting the elimination of projects that did not receive anticipated FAA approval for PFC funding.

9. There is one adjustment in the Internal Service Fund category. The Fleet Management Fund has been reduced by $622,000 reflecting lower fuel prices and lesser costs for inventory than originally planned at the beginning of the year. We are now recommending an additional reduction of $701,400 for a total reduction of $1,323,400. This will ensure that the final appropriation for Fleet Management does not exceed the revenues received in 2016.

While it is important that OMB be diligent in regard to budgetary compliance, I also realize these last minute changes are not acceptable. OMB has already begun crafting process changes to improve this process for next year. Please let me know if you have any comments, questions or require additional information. Thank you.

BLB/blb

cc: Mr. Gray
Ms. Lavender
Mr. Parlette
Ms. Clements

BACK

BY.....Mr. Mims..... NO.....6229-16.....

A RESOLUTION

Approving a Commercial Ground Transportation Company Operating Permit as a Supplement to the Rules and Regulations for the James M. Cox Dayton International Airport, and Declaring an Emergency.

WHEREAS, The City of Dayton owns and operates the James M. Cox Dayton International Airport; and,

WHEREAS, Revised Code of General Ordinances § 37.05 authorizes the Director of Aviation to make rules and regulations for the management, maintenance, and operation of the James M. Cox Dayton International Airport, subject to the approval of this Commission; and,

WHEREAS, Approval of a Commercial Ground Transportation Company Operating Permit as a supplement to the Rules and Regulations is in the best interest of the City of Dayton and the travelling public; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Department of Aviation, it is necessary that this Resolution take effect immediately upon adoption; now, therefore,

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

Section 1. That the attached Commercial Ground Transportation Company Operating Permit is hereby approved as a supplement to the Rules and Regulations for the James M. Cox Dayton International Airport.

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

ADOPTED BY THE COMMISSION...Dec....21.., 2016

SIGNED BY THE MAYOR...December...21....., 2016

Mayor of the City of Dayton, Ohio

ATTEST:
Clerk of the Commission

APPROVED AS TO FORM:

City Attorney

COMMERCIAL GROUND TRANSPORTATION OPERATING PERMIT, 2017
JAMES M. COX DAYTON INTERNATIONAL AIRPORT

The City of Dayton ("City"), a political subdivision of the State of Ohio, hereby grants _____ ("Operator"), a Commercial Ground Transportation provider based in _____, a Commercial Ground Transportation Operating Permit ("Permit") for the nonexclusive rights and privileges described herein at the Dayton International Airport ("Airport"), upon the terms and conditions hereinafter set forth, and Operator hereby accepts such Permit on such terms and conditions.

1. **Effective Date**: This Permit is effective upon date of execution by the City.

2. **Definitions:**

   A. City: The City of Dayton, Ohio.

   B. Operator: The entity identified by name below to which this Permit is issued.

   C. Airport: The James M. Cox Dayton International Airport, located in the City of Dayton, State of Ohio.

   D. Permit: This Commercial Ground Transportation Operating Permit between the City and Operator.

   E. Commercial Ground Transportation Company ("CGTC"): The same meaning as set forth in R.C.G.O. § 37.10.

   F. CGTC Services: The transportation or services provided by Operator or Drivers, as defined herein, while on Airport Property, including but not limited to the following:
      i. Passenger(s) pick-up trip, as defined as each time a Driver begins a trip while on Airport Property that was either pre-arranged or not;
      ii. Passenger(s) drop-off trip, as defined as each time a Driver ends a trip on Airport Property that was either pre-arranged or not; or
      iii. Passenger(s) transportation trips to (drop-off trip) or from (pick-up trip) Airport Property, whether that was either pre-arranged or not.

      Each passenger counts individually per passenger transportation trip.

   G. Driver: Any persons providing CGTC Services while driving a CGTC Vehicle under the authority provided by the Operator in this Permit.

   H. CGTC Vehicles: Any limousine, charter, shuttle, bus, car or other owned or leased by Operator for business purposes and operated by Operator's personnel for the sole purpose of transporting customers to and from the Airport, as described in R.C.G.O. § 37.06.

   I. Revenue Trip: Each CGTC Services trip as described under CGTC Services, calculated per passenger for each CGTC Service trip.

J. Trip Report: The monthly report the Operator must provide to the City documenting all Revenue Trips for that month. Report must be submitted not later than thirty (30) days from the last day of the previous month.

K. Gross Revenues: As defined in R.C.G.O. Section 37.07.

L. R.C.G.O.: The Revised Code of General Ordinances of the City of Dayton.

3. **Term, Expiration, Cancellation and Renewal**: This Permit shall expire twelve (12) months from the date it is executed by the City, unless earlier cancelled as specified hereinafter.

The City, upon giving thirty (30) days prior written notice, may cancel this Permit for any reason. In the event the City seeks to terminate this Permit solely for Operator's non-payment of the fee set forth in Section 4 below, Operator shall have ten (10) calendar days from the date of the City's written notice of cancellation to remit complete payment and avoid cancellation of this Permit on the effective date set forth in the written notice.

4. **Fees**:

A. Permit Fee: Operator shall pay an annual Permit Fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) to the City payable on or before the first day this Permit is executed. Such annual Permit Fee shall be non-refundable in whole or in part.

B. Revenue Trip Fee: Operator shall pay a fee of Two Dollars and Zero Cents ($2.00) per Revenue Trip, per Revenue Passenger as described in CGTC Services. This fee is calculated on a monthly basis, as listed on the Trip Report, with payment due by Operator not later than thirty (30) days from the date of the last day of the previous month. All fee payments shall be made to:

City of Dayton
P.O. Box 632094
Cincinnati, Ohio 45263-2094

or such other address as may be specified on the City invoice.

5. **Records, Reporting and Audit:** Operator shall maintain complete and accurate business records for its CGTC Services. Each monthly statement shall be certified by an officer of Operator and sent to the City's Department of Aviation with each fee payment. The City, through its representatives and at all reasonable times, shall have the right to inspect Operator's books and records, and shall have the right to audit same to verify compliance with R.C.G.O. Section 37.07. Operator shall maintain all business records related to its CGTC Services for a minimum three (3) year period.

Each passenger Revenue Trip shall be documented, including number of passengers and where the trip originated.

Not later than sixty (60) days after the term expiration of this Permit, when required by the Director, Operator shall furnish to the City a report, certified by Operator to be true and correct, of all monthly Trip Reports.

6. **Privileges and Operating Requirements:**

A. Operator has the non-exclusive privilege to provide CGTC Services at the Airport as described and subject to the terms of this Permit. All vehicles used for CGTC Services must be property equipped for operation (i.e. no personal use vehicles), meet the American with Disabilities Act ("ADA") requirements and prominently display Operator's company identification and the current City permit sticker, which will be provided annually to Operator by the City.

B. Operator shall register with the Public Utilities Commission of Ohio ("PUCO"), and shall provide that registration and a copy of the Operator's valid certificate of insurance to the City attached to their signed Permit. Operator shall maintain, at all times, all licenses and permits required for the operation of its CGTC Services at the Airport.

C. Operator shall comply with all Airport rules, regulations and requirements, including all Airport security plans, directives and measures, and all applicable local, state and federal laws, rules, regulations and requirements, including those set forth in the R.C.G.O. as now in effect or hereafter amended.

D. Operator shall provide, at its own cost and expense, all equipment necessary for the provision of CGTC Services under this Permit. Operator must be available to provide CGTC Services at the Airport two (2) hours before the first scheduled flight departure, and one (1) hour after the last scheduled flight arrival each and every day, while Permit is in effect, or at such other hours as determined by the City's Director of Aviation and Operator to ensure the availability of CGTC Services for arriving and departing passengers at the Airport.

E. Drivers shall have the non-exclusive privilege to use the City-designated "CGTC Staging Area" to stop and wait for a passenger fare to be accepted. At no time shall Operator or Drivers leave their vehicles in the CGTC Staging Area unattended. City will endeavor, but cannot guarantee, that the CGTC Staging Area will be located near the Passenger Terminal Building at the Airport. The City reserves the right to relocate and/or reconfigure the CGTC Staging Area at any time and for any reason, but the City will give Operator as much notice of the relocation and/or reconfiguration as possible given the circumstances for the relocation and/or reconfiguration. See Exhibit B. Drivers shall also have the non-exclusive privilege to use the City-designated "CGTC drop-off/pick-up zone" to actively engage in loading or unloading Operator's customers and their belongings. See Exhibit A. Drivers are prohibited from littering in or around the CGTC Staging Area or the CGTC drop-off/pick-up zone. Drivers must comply with all signage, security directives and instructions regarding these locations and in regards to stopped vehicles. No vehicle may be left unattended at any time.

F. Operator must ensure that each Driver has clearly posted on the front right windshield or front passenger door, a CGTC trade brand name or logo placard clearly visible.

G. Operator and its Drivers are prohibited from soliciting CGTC Services by the sounding of a horn, by spoken word, by entering the passenger terminal building at the Airport or in any other manner at any place on the Airport.

H. Operator and its Drivers are prohibited from entering, congregating or loitering within the passenger terminal building at the Airport. Operator and its Drivers are prohibited from leaving their vehicles unattended at any time and using the public restroom facilities within the passenger terminal building at the Airport.

I. Drivers shall maintain a clean, neat and presentable appearance at all times while operating under this Permit. Operator and Drivers must at all times conduct themselves with the highest levels of competence, integrity, reliability, courtesy, cleanliness, and safety while operating at the Airport. Drivers shall conduct themselves in a fair, honest and businesslike manner at all times. Operator's personnel involved in the CGTC Services operations must be properly identified as a representative of Operator.

J. Drivers and their vehicles are subject to random inspections by the City's Departments of Police and Aviation staff for the purpose of determining compliance with this Permit. If, as a result of the inspection, a Driver(s) and/or vehicle(s) is non-compliant or in violation of this Permit, the City's Director of Aviation or designee will provide notice to the Operator and/or Driver of the non-compliance and/or violation, and the Driver and/or the Driver vehicle shall not be permitted to provide CGTC Services until fully compliant with this Permit.

K. Drivers shall not use any profane, boisterous, or improper language or be the cause of or engage in any quarreling, fighting, or other unlawful disturbance.

L. There shall be no marketing, advertising or promotions visible or associated with any Revenue Trips while on Airport Property.

7. **Non-Discrimination and Equal Employment Opportunity**: Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no one person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; and, (2) that Operator shall provide the Customer Shuttle and all off-Airport parking services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Permit. Notwithstanding, it is agreed that nothing herein

contained shall prevent Operator from exhausting all administrative and/or judicial remedies available to Operator in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

8. Insurance and Indemnity:

A. Operator shall defend, indemnify, save and hold harmless City, its elected officials, officers, employees and agents, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damage arising from, or in any way connected with, Operator or its Drivers' use or occupancy of the CGTC Staging Area or other Airport premises, fixtures, structures, or other improvements thereon, and/or Operator's exercise of any right granted herein, and/or Operator's performance or breach or default in the performance of any obligation under this Permit, and/or any intentional, negligent or wrongful act or omission of Operator, its agents, contractors, Driver(s) and employees in connection with the provision of CGTC Services.

B. Operator and its Drivers shall, at their expense, comply with the insurance requirements as required by PUCO and 49 C.F.R. 387.33 as now in effect or hereafter amended.

9. General Provisions:

A. This Permit is not assignable; however, Operator's Drivers are entitled to the privileges granted hereby. Any and all Drivers operating under this Permit are bound by the covenants and obligations in this Permit. Operator shall inform all its Drivers of the obligations under this Permit and shall not extend the privileges of this Permit to any of its Driver(s) refusing or failing to comply with this Permit covenants and obligations.

B. City has the right to bar extension of the privileges granted under this Permit to any of Operator's Drivers who, in the City's opinion, fail to abide by the covenants and obligations of this Permit.

C. This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, its departments and agencies, relative to the development, operation or maintenance of the Airport.

D. All covenants, stipulations and permits in this Permit shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

E. Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the provision of CGTC Services; and (2) Operator shall comply with all applicable federal, state

and local non-discrimination and equal employment opportunity laws, rules, regulations, orders and policies.

10. **Airport Rules and Regulations:** This permit subject to Rules and Regulations of the Dayton International Airport, as approved by the Commission of the City of Dayton, and any amendments thereto.

11. **Notices**: Notices, communications and fee payments shall be sent to the parties at the following addresses, or to such other address as the parties may direct in writing:

For City:	For Operator:
Director of Aviation City of Dayton, Ohio Department of Aviation 3600 Terminal Drive, Suite 300 Vandalia, Ohio 45377	_____ _____ _____ _____ Local Tel: (___)_____ Email:_____

THE NAMED OPERATOR BELOW, by its duly authorized representative, accepts the terms and conditions of this Permit and shall abide by and comply with its terms:

Operator: _____

Federal ID No: _____

By: (name)_____

Its: (title)_____

****

THIS PERMIT is issued by the City pursuant to the authority of R.C.G.O. Section 37.06(A).

_____
Director of Aviation, City of Dayton, Ohio

APPROVED AS TO FORM
AND CORRECTNESS:

_____
City Attorney

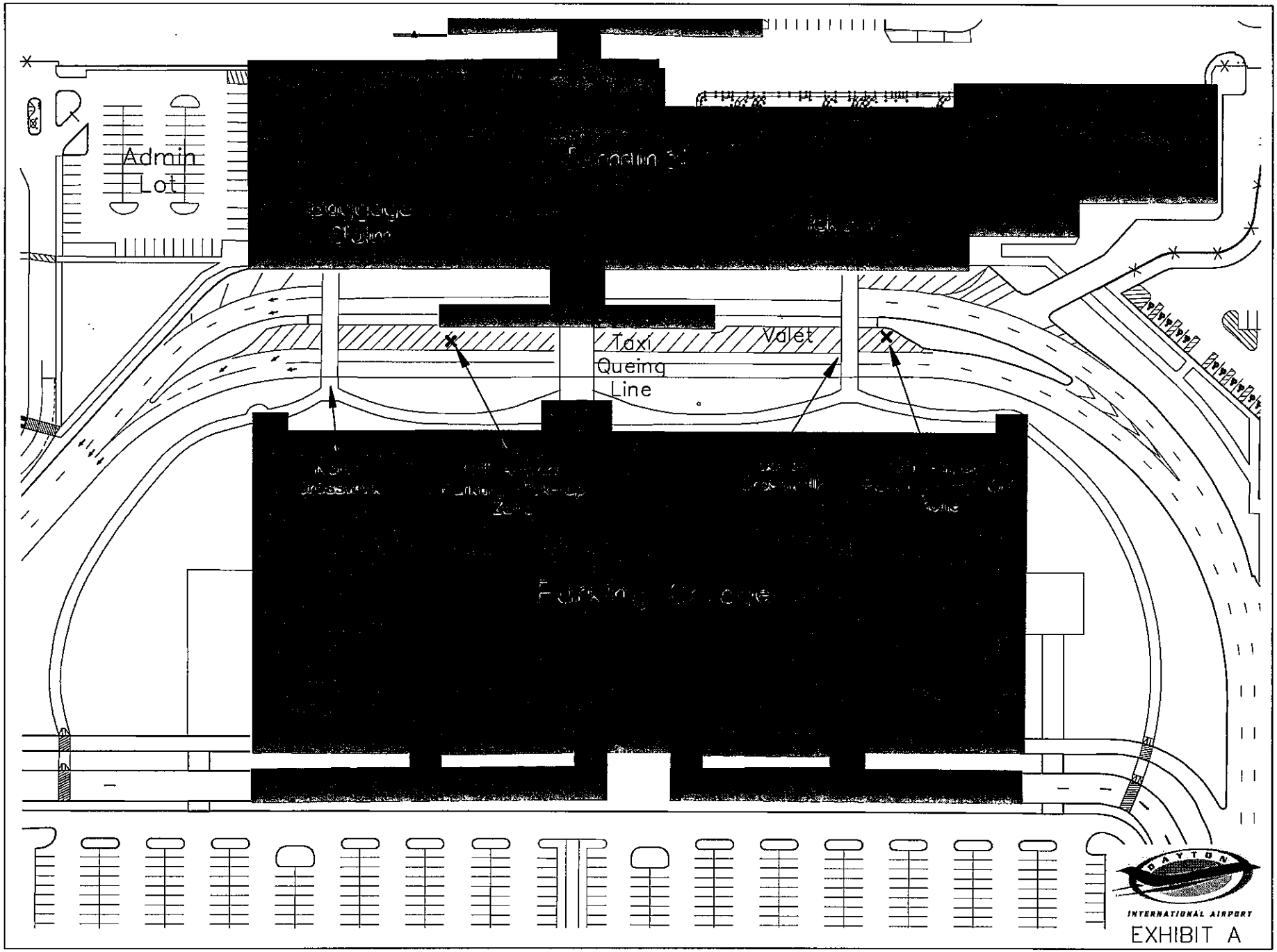
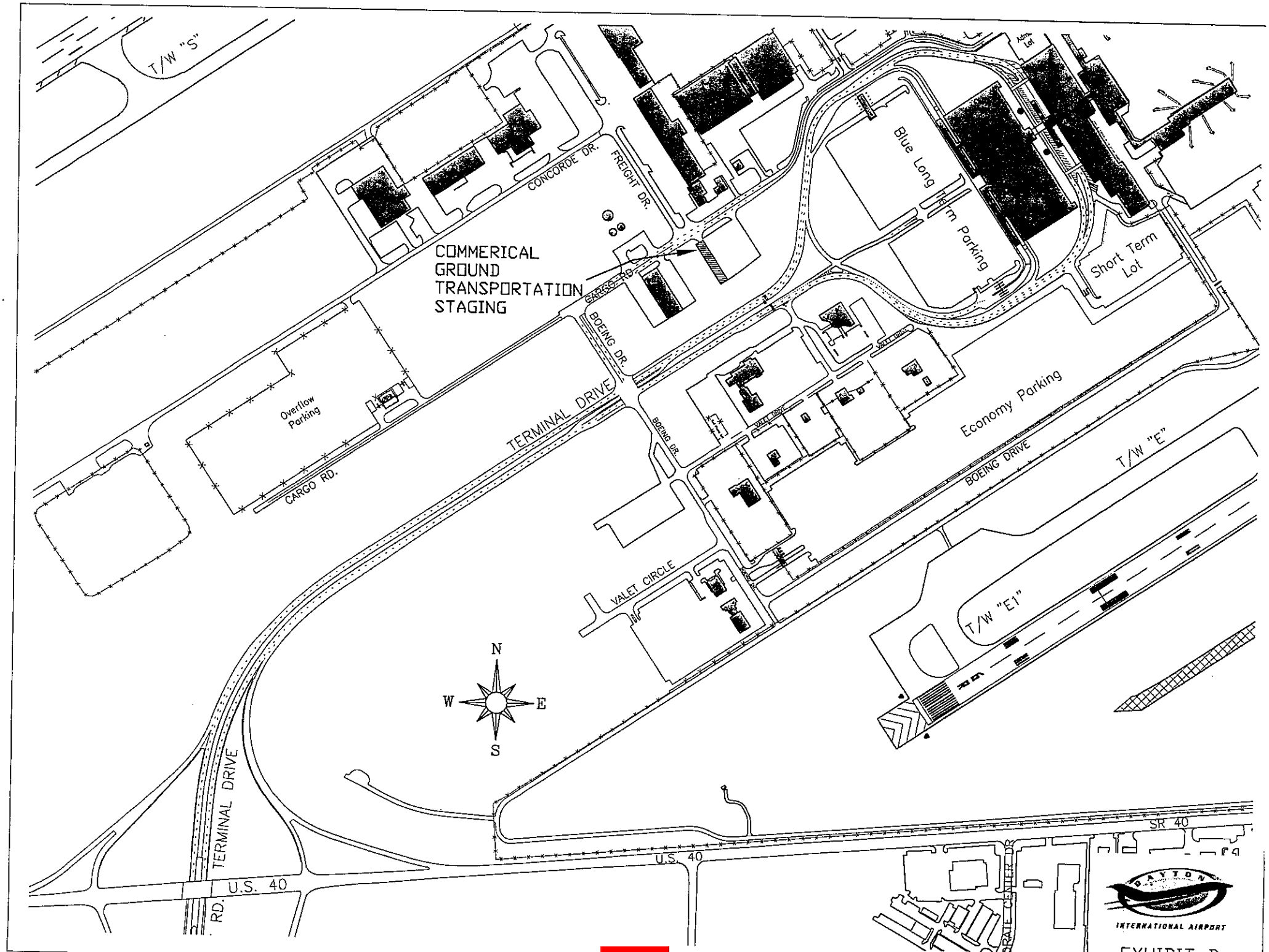

Admin
Lot
Taxi
Queing
Line
Valet
DAYTON
INTERNATIONAL AIRPORT

EXHIBIT A


T/W "S"
CONCORDE DR.
FREIGHT DR.
COMMERICAL
GROUND
TRANSPORTATION
STAGING
CARGO RD.
BOEING DR.
Blue Long Term Parking
Short Term Lot
Overflow Parking
CARGO RD.
TERMINAL DRIVE
BOEING DR.
VALET DROP
Economy Parking
BOEING DRIVE
T/W "E"
VALET CIRCLE
T/W "E1"
N
W
E
S
TERMINAL DRIVE
U.S. 40
RD.
U.S. 40
SR 40
TRAIL CENTER DR.
DAYTON
INTERNATIONAL AIRPORT
EXHIBIT B

BACK

BY...Mr. Shaw..... NO....6230-16.....

A RESOLUTION

Establishing the Fiscal Year 2017 Rates, Fees and Charges for the James M. Cox Dayton International Airport, and Declaring an Emergency.

WHEREAS, The City of Dayton owns, operates, and maintains the James M. Cox Dayton International Airport ("Airport"); and,

WHEREAS, The City, as a recipient of federal grant funding, is required to set reasonable and non-discriminatory rates and charges for use of its facilities and services that will make the Airport as self-sustaining as possible; and,

WHEREAS, Commercial scheduled air carriers, charter air carriers (collectively, the "Airline(s)") and other commercial general aviation operators use Airport facilities and services; and,

WHEREAS, A number of Airlines lease facilities at the Airport and operate air passenger services from the Airport under and pursuant to the terms of an Airport Operating and Terminal Building Occupancy Permit ("Permit"), which requires the payment of the rates, fees and charges set by the City; and,

WHEREAS, In accordance with the methodology required under the Permit, the City has calculated the Fiscal Year 2017 rates, fees and charges for use of Airport facilities and services; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Department of Aviation, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That the Fiscal Year 2017 (being the period of January 1, 2017 to December 31, 2017) Landing Fee Rate and Terminal Rental Rate to be charged to and paid by the Airlines at the Airport is as follows:

(A) Landing Fee Rate – The Landing Fee Rate is $2.71 per 1,000 pounds of Maximum Certificated Gross Landed Weight ("MCGLW"), with a fifty percent (50%) surcharge for all charter air carriers and for any Airline that has not executed a Permit.

(B) Terminal Rental Rate – The Terminal Rental Rate is $78.63 per square foot per year with a twenty-five percent (25%) surcharge for any Airline that has not executed a Permit.

All Airlines shall pay $78.63 per square foot for the baggage system space which includes the baggage claim and the inline baggage screening system, which rate is charged on a monthly prorata basis and based on a monthly percentage allocation of enplaned passengers. Charter air carriers are not subject to the prorata charge for the baggage system space, but shall pay a rate of $2.63 per enplanement for the baggage system.

In the event the Landing Fee Rate and/or the Terminal Rental Rate set forth above are insufficient to cover the actual Airfield and/or Terminal financial costs, expenses and reserve requirements ("net requirement"), this Commission authorizes the City Manager, after consultation with the Director of Aviation, to adjust the Landing Fee Rate and/or the Terminal Rental Rate to amounts necessary to meet the Fiscal Year 2017 net requirements without need for further Commission approval or authorization.

Section 2. That the Fiscal Year 2017 (being the period of January 1, 2017 to December 31, 2017) Landing Fee for all non-scheduled commercial air carriers not based at the Airport, which do not use the Passenger Terminal Building, such as chartered freight carriers, shall be the following amounts, based on the weight of the aircraft:

For aircraft weighing 12,500 pounds or less	-	$25.00/per landing
For aircraft weighing 12,501 to 25,000 pounds	-	$35.00/per landing
For aircraft weighing 25,001 to 50,000 pounds	-	$60.00/per landing
For aircraft weighing 50,001 to 75,000 pounds	-	$100.00/per landing
For aircraft weighing in excess of 75,001 pounds	-	$4.07 per 1,000# MCGLW

Section 3. That the Fiscal Year 2017 (being the period of January 1, 2017 to December 31, 2017) fees for City-owned gates and parking of aircraft at the Airport shall be as follows:

(A) Gate Use Fee - Any Airline that uses a City-owned (non-assigned) gate with a loading bridge shall pay the City a Gate Use Fee of $500.00 per Use. A "Use" is considered a single arrival and/or departure by the same aircraft within a twelve-hour time frame and involving the enplaning and/or deplaning of passengers. Air Transportation Companies (as defined in the Permit) that use a City-owned loading bridge at a City-owned gate and agree to maintain said loading bridge, shall be entitled to a reduction in the Gate Use Fee of $25.00 per Use. Any Airline that uses a City-owned (non-assigned) gate that does not have a loading bridge (i.e., lower level gates) shall pay the City a Gate Use Fee of $500.00 per Use, with a "Use" defined as stated herein.

(B) Aircraft Parking Fees - Any Airline that parks an aircraft at a City-owned gate (with parking understood as not involving the enplaning or deplaning of passengers or any actions that would be considered a Use as provided in (A) above) shall be charged an Aircraft Parking Fee of $150.00 per 24-hour period or portion thereof.

Any Airline that parks an aircraft at a remote City-designated location(s) at the Airport (with parking understood as not involving the enplaning or deplaning

of passengers or any actions that would be considered a Use as provided in (A) above) shall be charged an Aircraft Parking Fee of:

1. $50.00 per 24-hour period or portion thereof for aircraft having fifty seats or less; or if not configured for standard seating, having an MCGLW of less than 50,000 lbs.

2. $150.00 per 24-hour period or portion thereof for aircraft having fifty-one seats or greater; or if not configured for standard seating, having an MCGLW of more than 50,000 lbs.

Section 4. That, notwithstanding the rates and charges and fees specified in Sections 1 and 3 of this Resolution, the Director of Aviation, subject to the approval of the City Manager, may grant incentives to eligible Airlines in accordance with the terms of Ordinance Number 30655-07 approved by this Commission on June 20, 2007.

Section 5. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION...December 21....., 2016

SIGNED BY THE MAYOR...December 21....., 2016

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

MEMORANDUM

December 13, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: A Resolution Establishing the Fiscal Year 2017 Rates, Fees and Charges for the James M. Cox Dayton International Airport, and Declaring an Emergency

The rates, fees and charges paid by the Airlines serving the Dayton International Airport are set by Resolution. An Emergency is being declared because the attached Resolution establishes the rates, fees and charges that will be effective on January 1, 2017. The Landing Fee Rate is $2.71 per 1,000 pounds of Maximum Certified Gross Landed Weight (MCGLW). The Terminal Rental Rate is $78.63 per square foot per year. Additional charges are described in the attached Resolution.

Based on the above rates, the Cost per Enplanement (CPE) for 2017 is $9.17. This CPE is estimated to generate $9.3 million in revenue based on 1,022,000 enplanements. In 2016 the CPE is $8.23 and is estimated to generate $8.6 million by year end. The estimated enplanements for 2016 were 1,050,000. In 2017, the Airfield Cost Center will receive a subsidy of $1.5 million. Without this subsidy, the CPE would be $10.63 and the landing fee would be $3.89.

If you have any question or need additional information, please call me at 454-8212.

TGS/jmh

Attachment(s)

Cc: Mr. Parlette
Ms. Clements
Mr. Turner
Mr. Homan
Ms. Long

2016 Rates & Charges

Landing Fee = $2.53 per 1000 lbs. of MCGLW

Terminal Rental Rate = $73.28 psf/year

Gate Use Fee (Loading Bridge): $500 per use

Gate Use Fee (Lower Level Gate): $500 per use

2017 Rates & Charges

Landing Fee = $2.71 per 1000 lbs. of MCGLW

Terminal Rental Rate = $78.63 psf/year

Gate Use Fee (Loading Bridge): $500 per use

Gate Use Fee (Lower Level Gate): $500 per use

BACK

1st Reading

19.

DRAFT

BY..... NO. 6231-16.....

A RESOLUTION

Authorizing the City Manager to Accept Federal Fiscal Years 2017 and 2018 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00); and Declaring an Emergency.

WHEREAS, The United States Congress enacted the FAA Modernization and Reform Act of 2012 (Public Law 112-95), which is designed to provide grants for local airport improvements; and,

WHEREAS, The City of Dayton owns, operates and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and,

WHEREAS, The local Airport Improvement Program at the James M. Cox International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and,

WHEREAS, These projects will be funded by the United States Department of Transportation through Federal Aviation Administration Airport Improvement Project Grants ("AIP Grants") in an aggregate amount not to exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) to be provided by City of Dayton Department of Aviation funds; and,

WHEREAS, As a result of the United States Department of Transportation and the Federal Aviation Administration's proclivity to make AIP Grants needing immediate action, it is necessary to authorize the City Manager to accept the award of all AIP Grants on behalf of the City of Dayton during Federal Fiscal Years 2017 and 2018; and,

WHEREAS, In order to accept the funds in a timely manner and for the immediate preservation of the public peace, property, health and safety it is necessary that this resolution take effect immediately; 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 and agreements on behalf of the City of Dayton, which are necessary to accept AIP Grants awarded by the United States Department of Transportation acting through the Federal Aviation Administration during Federal Fiscal Years 2017 and 2018 in an aggregate amount not to exceed Twenty Five Million Dollars and Zero Cents

($25,000,000.00), with an aggregate local cash match by the City of an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00), for the following Airport Improvement Program projects at the James M. Cox Dayton International Airport or the Dayton-Wright Brothers Airport: (a) pavement rehabilitation and related improvements, (b) airfield and terminal improvements, (c) land acquisition, (d) master planning, (e) equipment purchases, (f) environmental study, (g) safety, (h) security, and (i) other aviation-related projects.

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

ADOPTED BY THE COMMISSION....., 2016

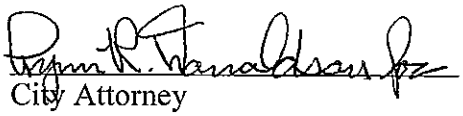
SIGNED BY THE MAYOR ....., 2016

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of Commission

Approved as to form:


City Attorney

MEMORANDUM | DAYTON

December 8, 2016

TO: Shelley Dickstein, City Manager

FROM: Terrence G. Slaybaugh, Director of Aviation

SUBJECT: Resolution – Federal Grant Funding for Airport Projects 2017-2018

The Department of Aviation submits the attached Resolution for approval at the December 21, 2016 City Commission meeting. This Resolution, reviewed by the Law Department, is needed to ensure that the City can take immediate action to receive funding from the Federal Aviation Administration ("FAA") under its Airport Improvement Grant Program ("AIP Program") for projects at the Dayton International Airport and Dayton-Wright Brothers Airport.

This Resolution allows the City to meet the narrow timeline prescribed by the FAA for execution of the required agreement(s) to receive federal funds for Airport projects. As is common practice with AIP Program grants issued by the FAA, there is often only a 2-4 day window in which to execute and return an original agreement to the FAA. Failure to return the executed agreement can result in revocation of the grant award.

To be proactive and capture as much AIP Program grant funding as possible for Airport projects, this Resolution allows the City Manager or her designee, to execute any documentation or agreements to timely react to the immediacy needed to secure funds under this program.

As always, please contact me at 454-8212 if additional information is needed.

TGS/ems

Encl.

cc: Tammi Clements
Joe Parlette
File

BACK

BY....Mr. Joseph..... NO....31544-16.....

AN ORDINANCE

Approving the Recommendations Contained in the City of Dayton Compensation Board Report, Authorizing Its Implementation, and Declaring an Emergency.

WHEREAS, The members of the City of Dayton Compensation Board ("Board") met and made recommendations pursuant to Section 38 of the Charter of the City of Dayton as to the appropriate salary and other benefits to be received by the Mayor and City Commissioners for calendar year 2017; and

WHEREAS, Upon review, the recommendations of the Board are found to be reasonable and their implementation appropriate given the City's current budgetary constraints; and

WHEREAS, In order for this Ordinance to take effect within the time frame specified 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 recommendations contained within the City of Dayton Compensation Board Report dated December 21, 2016 ("Report"), a copy of which is attached to the original of this Ordinance, related to the salary and other benefits to be received by the Mayor and City Commissioners, are approved.

Section 2. That the City Manager is directed to take all steps necessary to implement, effective January 1, 2017, the recommendations contained in the Report.

Section 3. For the reason set forth in the preamble hereof, the Commission declares this Ordinance to be an emergency measure which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....December 21....., 2016

SIGNED BY THE MAYOR.....December 21....., 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Rashella Lavender

Clerk of Commission

APPROVED AS TO FORM:

Lynn R. Hoshaw for

City Attorney