



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

DECEMBER 28, 2016

8:30 A.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.

(Sign-up sheets at entrance of Commission Chambers.)

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. 2016 Purchase Orders:

ECONOMIC DEVELOPMENT

A1. Remco Office Systems (one Microfiche reader) \$10,278.00

FIRE

B1. Fire Service, Inc. (two top-mount pumper fire apparatus) 1,069,756.00

B2. Truck Country of Indiana, Inc. dba Stoops Freightliner (one emergency medical vehicle) 248,751.00

1. (Cont'd):

PUBLIC WORKS

C1. Tubelite Company, Inc. (one thermal printer, accessories and related items) **\$12,345.00**

WATER

D1. Software House International, Inc. (Microsoft computer software application licenses) **86,742.00**

D2. Trame Mechanical, Inc. (three replacement air conditioning/air handling units installed) **41,485.00**

D3. CHWR, Inc. dba CHW Mechanical Services (one replacement makeup air unit installed) **15,657.00**

D4. Mueller Water Products, Inc. (one fabricated stainless steel slide gate) **12,553.00**

D5. Phelps Fan LLC (one industrial exhaust fan) **17,110.00**

D6. Teclab, Inc. (laboratory cabinetry installed) **20,095.30**

-Depts. of Economic Development, Fire, Public Works and Water.

Total: \$1,534,772.30

2. 2017 Purchase Orders:

AVIATION

A1. Carroll Wuertz Tire Company (tires, tubes and related goods and services as needed through 12-31-18) **\$80,000.00**

A2. Telvent DTN, LLC (annual weather monitoring service subscription through 12-31-19) **35,055.00**

A3. Veolia Environmental Services North America (professional environmental waste management services as needed through 12-31-18) **30,000.00**

CENTRAL SERVICES

B1. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-17) **75,000.00**

B2. Triton Services, Inc. (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 03-31-17) **12,500.00**

B3. Wayne Overhead Door Sales of Dayton, Inc. (Overhead door repair services as needed through 12-31-18) **47,000.00**

B4. Oracle America, Inc. (computer software maintenance and support services as needed through 12-31-17) **227,250.72**

B5. RDI Marketing, Inc. (professional technical services as needed through 12-31-17) **20,114.64**

B6. Rocket Software, Inc. (annual software maintenance agreement as needed through 12-31-20) **50,074.16**

2. (Cont'd):

CIVIL SERVICE

C1. Britton & Associates (court reporting services as needed through 12-31-17) **\$11,000.00**

FIRE

D1. Bound Tree Medical LLC (medical first aid supplies as needed through 12-31-18) **30,000.00**

HUMAN RESOURCES

E1. Green & Green Lawyers (professional legal services as needed through 12-31-17) **125,000.00**

PLANNING & COMMUNITY DEVELOPMENT

F1. Southwestern Ohio Council for Higher Education (college intern program services as needed through 12-31-17) **11,000.00**

POLICE

G1. Vance Outdoors, Inc. (Tasers and related equipment as needed through 12-31-17) – P1700045 **53,315.52**

G2. Vance Outdoors, Inc. (Tasers and related equipment as needed through 12-31-17) – P1700046 **14,328.04**

PUBLIC WORKS

H1. CNG Services LLC (compressed natural gas as needed through 12-31-19) **180,000.00**

H2. Duncan Oil Company (fuel and oil as needed through 12-31-17) **220,000.00**

H3. Winter Equipment Company, Inc. (snow plow parts and accessories as needed through 12-31-17) **20,000.00**

RECREATION & YOUTH SERVICES

I1. Haid Acquisitions LLC dba Queen City Transportation (transportation services as needed through 08-31-17) **16,000.00**

I2. Triton Services, Inc. (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 03-31-17) **26,000.00**

I3. Veterans Security Company (security guard services as needed through 09-30-17) **16,000.00**

WATER

J1. Trame Mechanical, Inc. (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 03-31-17) **12,000.00**

J2. Ferrellgas, Inc. (propane gas as needed through 12-31-17) – P1700107 **15,000.00**

2. (Cont'd):

J3. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-17) – P1700122	\$40,000.00
J4. BNR, Inc./Jan Products (chemical feed equipment and parts as needed through 12-31-17)	40,000.00
J5. Exelon Corporation dba Constellation Newenergy (natural gas as needed through 12-31-18)	2,905,000.00
J6. Ferguson Waterworks (plumbing and related supplies as needed through 12-31-17) – P1700119	25,000.00
J7. Ferrellgas, Inc. (propane gas as needed through 12-31-17) – P1700108	15,600.00
J8. Gedico International, Inc. (machine fabrication services as needed through 12-31-17)	52,000.00
J9. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-17) – P1700120	22,000.00
J10. Brookville Heating & Air Conditioning (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 03-31-17)	11,000.00
J11. Everett J. Prescott, Inc. (plumbing and related supplies as needed through 12-31-17)	80,000.00
J12. Ferguson Waterworks (fire hydrant and hydrant parts as needed through 12-31-17) – P1700113	20,000.00
J13. Ferguson Waterworks (plumbing and related supplies as needed through 12-31-17) – P1700117	60,000.00
J14. Fortline, Inc. (fire hydrant and hydrant parts as needed through 12-31-17)	40,000.00
J15. HD Supply Waterworks Ltd. (fire hydrant and hydrant parts as needed through 12-31-17) – P1700112	100,000.00
J16. HD Supply Waterworks Ltd. (plumbing and related supplies as needed through 12-31-17) – P1700118	40,000.00
J17. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-17) – P1700115	140,000.00
-Depts. of Aviation, Central Services, Civil Service, Fire, Human Resources, Planning & Community Development, Police, Public Works, Recreation & Youth Services and Water.	Total: \$4,917,238.08

3. **Anthem Blue Cross & Blue Shield – Contract Modification** – to continue health insurance for the City’s high deductible health plan for full-time and part-time employees – Dept. of Human Resources. **\$22,705,100.00**
(Thru 12/31/17)
4. **ARCADIS US, Inc. – Contract Modification** – to cover additional as-needed professional services related to Cost of Service Modeling Support – Dept. of Water/Water Engineering. **\$106,500.00**
(Thru 12/2018)

5. **CityWide Development Corporation – Service Agreement** – to support the following development efforts:
Asset-Based Development
Market Rate Housing Development
Tech Town Recruitment Efforts
The West Dayton Strategic Initiative
– Dept. of Economic Development. **Total: \$591,500.00**
(Thru 12/31/17)

6. **David E. Rager Management Consulting, LLC – Contract Modification** – for additional as-needed Utility Management Consulting Services – Dept. of Water/Water Engineering. **\$30,000.00**
(Thru 06/2018)

7. **Dayton Society of Natural History – Contract Modification** – for the Dayton Children’s Water Festival – Dept. of Water/Environmental Protection. **\$60,000.00**
(Thru 12/2018)

8. **Harrison Township – Service Agreement** – for services in association with the City of Dayton’s Multi-Jurisdictional Source Water Protection Program – Dept. of Water/Environmental Protection. **\$75,702.00**
(Thru 12/2017)

9. **Mechanical Construction Managers LLC dba Rieck Services – Contract Modification** – to allow for an additional one year renewal for a full-service maintenance agreement that provides preventative maintenance for the Convention Center’s HVAC system – Dept. of Recreation & Youth Services/Convention Center. **\$74,232.00**
(Thru 12/31/17)

10. **Soil and Materials Engineers, Inc. – Payment of Voucher** – for the environmental remediation project that took place on Wayne Avenue – Dept. of Economic Development. **\$5,027.00**
(Thru 12/31/16)

11. **The Omega Community Development – Service Agreement** – to provide street outreach, client engagement, life coaching, violence interruption and conflict de-escalation services in neighborhoods where groups at high risk for gun violence operates – The Human Relations Council. **\$150,000.00**
(Thru 12/31/17)

12. **United American Capital Corporation – Service Agreement** – for investment advisory services – Dept. of Finance/Tax & Accounting. **\$64,000.00**
(Thru 12/2017)

13. **Vanderlande Industries – Contract Modification** – to extend the term of the agreement for three months and establish the costs to be paid for the services provided related to the Baggage Handling System – Dept. of Aviation/AP & Finance. **\$188,447.75**
(Thru 03/31/17)

14. **Wright Brothers Aero, Inc. – Contract Modification** – for a Third Amendment of Lease Agreement Covering a Fixed Base Operation with Wright Brothers Aero, Inc. – Dept. of Aviation/AP Admin. & Finance. **\$288,000.00**
(Thru 10/31/19)

B. Construction Contracts:

15. **C. G. Construction and Utilities, Inc. – Award of Contract** – for the Springfield Street Water Main Improvements, Phase 1 (17% MBE, 5% WBE, 5% SBE Goal/17% MBE, 5% WBE, 5% SBE Achieved) – Dept. of Water/Water Engineering. **\$1,205,821.00**
(Thru 6/2018)

C. Revenue to the City:

16. **Kokosing – Service Agreement** – for police services to monitor and control the flow of traffic at critical points during work activity – Dept. of Police. **\$85,000.00**
(Thru 12/31/17)

17. **Sandy’s Auto and Truck Service, Inc. – Contract Modification** – for police towing services – Dept. of Police. **\$302,494.00**
(Thru 12/31/17)

18. **Summit Square Rehab LLC – Service Agreement** – for continued community policing to deter crime, monitor and provide intervention as needed and reporting as requested – Dept. of Police. **\$50,000.00**
(Thru 12/2017)

E. Other – Contributions, Etc.:

19. **South Dayton Dump PRP Group – Legal Settlement**– for full settlement of claim filed – Dept. of Law/Civil. **\$150,000.00**

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

20. **No. 6232-16** Approving the City Manager’s 2017 Operating and Capital Improvement Budget Recommendations, Authorizing the Necessary Implementation Actions, and Declaring an Emergency.

Emergency Resolution – Second Reading:

21. **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.

Ordinance – First Reading:

22. **No. 31545-17** Establishing a Fire and Smoke Damper Inspection Program for Buildings Owned and Operated by the City of Dayton.

VI. MISCELLANEOUS:

ORDINANCE NO. 31546-17

RESOLUTION NO. 6233-17

IMPROVEMENT RESOLUTION NO. 3598-17

INFORMAL RESOLUTION NO. 929-17



City Manager's Report

From **5530 - CS/Purchasing**

Date **December 28, 2016**

Expense Type **Purchase Order**

Total Amount **\$1,534,772.30**

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

ECONOMIC DEVELOPMENT

(A1) P1601288 – REMCO OFFICE SYSTEMS, KETTERING, OH

- One (1) Microfiche reader.
- This office equipment is required to replace an obsolete unit that is worn beyond economical repair.
- Three possible bidders were solicited and three bids were received.
- The Department of Economic Development recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	10000-2601-1159-44	\$10,278.00

Signatures/Approval

Approved by City Commission

 Division

 Clerk

 Department
James D. Clendinning
 City Manager

 Date

FIRE(B1) P1601316 – FIRE SERVICE, INC., ST. JOHN, IN

- Two (2) 2017 top-mount pumper fire apparatus.
- This equipment is required to replace two existing units, CV#703 and CV#724, that will be disposed in the best interests of the City.
- Twenty-five possible bidders were solicited and three bids were received.
- The Department of Fire recommends acceptance of the low bid meeting specifications.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	49602-6330-1412-71	\$1,069,756.00

(B2) P1601329 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- One (1) new emergency medical (“medic”) vehicle.
- This equipment is required to maintain daily operations for the Fire Department and will replace an older City unit, which will be disposed of in the best interest of the City.
- Eighteen bidders were solicited and three bids were received.
- The Department of Fire recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	49602-6330-1412-71	\$248,751.00

PUBLIC WORKS – CIVIL ENGINEERING(C1) P1601318 – TUBELITE COMPANY, INC., COLUMBUS, OH

- One (1) thermal printer, accessories and related items.
- This printer is required to replace an existing printer that is worn beyond repair and used in the production of street signage.
- Two possible bidders were solicited and two bids were received.
- The Department of Public Works recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	21000-6450-1301-54	\$12,345.00

WATER – WATER ENGINEERING(D1) P1601287 – SOFTWARE HOUSE INTERNATIONAL, INC., COLUMBUS, OH

- Microsoft computer software application licenses.
- These licenses are required to migrate the Sharepoint application to the City's new domain.
- Software House International, Inc. is recommended in accordance with Ohio State Term Schedule and to ensure continuity and quality for data protection as the original source of related Microsoft licenses.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	53000-3421-1301-54	\$21,182.00
2016	Computer Maintenance	53000-3421-1164-54	\$8,146.00
2016	Other Professional Services	53000-3421-1159-54	\$57,414.00

WATER – WATER UTILITY FIELD OPERATIONS(D2) P1601320 – TRAME MECHANICAL, INC., DAYTON, OH

- Three (3) replacement air conditioning/air handling units, installed.
- This equipment is required to replace units that are worn beyond their useful lives at 900 Ottawa Street.
- Nineteen possible bidders were solicited and three bids were received.
- Trame Mechanical, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Maintenance of Facilities	55000-3445-1172-54	\$41,485.00

WATER – WATER RECLAMATION(D3) P1601319 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- One (1) replacement makeup air unit, installed.
- This equipment is required to replace an unreliable unit worn beyond economical repair.
- Nineteen possible bidders were solicited and three bids were received.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Furniture, Fixtures & Equip Assets	55000-3460-1411-54	\$15,657.00

WATER – WATER SUPPLY AND TREATMENT

(D4) P1601321 – MUELLER WATER PRODUCTS, INC., DENVER, CO

- One (1) fabricated stainless steel slide gate.
- This gate is required to replace an existing slide gate that is worn beyond economical repair at the Ottawa Water Treatment Plant.
- Twenty-five possible bidders were solicited and four bids were received.
- The Department of Water recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Infrastructure	53004-3430-1424-54-WF1621	\$12,553.00

(D5) P1601295 – PHELPS FAN LLC, LITTLE ROCK, AR

- One (1) industrial exhaust fan.
- This fan is required to replace existing industrial exhaust fan that is worn beyond economical repair.
- Three possible bidders were solicited and three bids were received.
- The Department of Water recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	\$17,110.00

(D6) P1601317 – TECLAB, INC., KALAMAZOO, MI

- Laboratory cabinetry, installed.
- This cabinetry is required to replace and upgrade outdated cabinetry in the Water Analysis Laboratory at the Miami Water Treatment Plant.
- Thirteen possible bidders were solicited and two bids were received.
- The Department of Water recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Infrastructure	53004-3430-1424-54-WF1416	\$20,095.30

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Microfilm ScanPro 2200 Plus
 Dept./Div.: Economic Development
 Requisition No.: 009EDD6

BIDDER NAME & STREET ADDRESS:		No.:	1	2	3
			Biel's Document Management	e-Image Data microfilm scanners	Remco Office Systems, Inc.
CITY:			West Seneca	Hartford	Kettering
STATE & ZIP:			NY 14224	WI 53027	OH 45440
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./quantity	ITEM DESCRIPTION	U/M	UNIT /EXT	UNIT /EXT	UNIT /EXT
1	Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process Microfilm ScanPro 2200 Plus	EA	\$12,799.00	\$12,140.00	\$10,278.00
		TERMS:	NET 30	NET 30	NET 30
		F.O.B.:	DEST	DEST	DEST
		DELIVERY:			

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: FIRE APPARATUS - CUSTOM CHASSIS, TOP MOUN PUMPER

Dept./Div.: FIRE / FIRE SUPPORT SERVICES AND RESOURCE MANAGEMENT

Requisition No.: 065FDOP6

IFB No.: 16046D

Bids Opened: 11:00 A.M.; 10-31-2016

BIDDER NAME & STREET ADDRESS:			1 FIRE SERVICE INC		1 ALTERNATE FIRE SERVICE INC		2 HME INC / 911 FLEET & FIRE EQUIPMENT		2 ALTERNATE HME INC / 911 FLEET & FIRE EQUIPMENT		3 SMEAL FIRE APPARATUS CO		
CITY: STATE & ZIP: Recommended for Award			ST. JOHN IN 46373		ST. JOHN IN 46373 X		FLORENCE KY 41042		FLORENCE KY 41042		SNYDER NE 686654		
QUALIFIES FOR LOCAL PREFERENCE?			NO		NO		NO		NO		NO		
QUALIFIES FOR CERTIFIED PREFERENCE?			NO		NO		NO		NO		NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO		NO		NO		NO		NO		
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS													
1	Top Mount Pumpers Model Year:	2	Each	\$549,459.00 2017	\$1,098,918.00	\$534,878.00 2017	\$1,069,756.00	\$526,897.00 2017	\$1,053,794.00	\$516,397.00 2017	\$1,032,794.00	\$535,395.00 2018	\$1,070,790.00
						Pricing reflects 2.6537% discount for prepayment of order				If both ordered together			
	Extended Warranty Option - 1 Year	2	Each	\$3,450.00	\$6,900.00			Not Applicable; Initial Warranty period is for three (3) years		Not Applicable; Initial Warranty period is for three (3) years		\$2,751.00	\$5,502.00
	Extended Warranty Option - 2 Year	2	Each	\$6,900.00	\$13,800.00			Not Applicable; Initial Warranty period is for three (3) years		Not Applicable; Initial Warranty period is for three (3) years		\$4,126.00	\$8,252.00
	Manuals: Hardcopy Electronic	2 2	Each Each	\$1,935.00 \$54.00	\$3,870.00 \$108.00			\$1,500.00 Included	\$3,000.00	\$1,500.00 Included	\$0.00		
	Safety Video	1	Each	Not Available				Not Available		Not Available			
	OPTIONAL ACCESSORIES												
2	Gas Monitor	2	Each	\$730.00	\$1,460.00							\$750.00	\$1,500.00
3	Halligan Bar	2	Each	\$210.00	\$420.00			\$240.00	\$480.00			\$184.00	\$368.00
4	8-lb flat-head axe with 36" fiberglass handle	2	Each	\$263.99	\$527.98			\$91.18	\$182.36			\$69.00	\$138.00
5	Pick-head axe with 36" fiberglass handle	2	Each	\$251.99	\$503.98			\$80.00	\$160.00			\$74.00	\$148.00
6	6-Foot (NY) Roof Hook with aircraft steel handle	2	Each	\$90.00	\$180.00			\$67.26	\$134.52			\$69.00	\$138.00
7	Rex Tool	2	Each	\$150.00	\$300.00			\$150.00	\$300.00			\$128.00	\$256.00
8	Key Hose Eco 10 - 1-3/4" Hose	2	Each	\$81.80	\$163.60								
9	Key Hose Eco 10 - 3" Hose	2	Each	\$196.60	\$391.20								
10	Key Hose Eco 10 - 5" Hose	2	Each	\$585.60	\$1,171.20								
11	Nozzle - Task Force Tip - 500 GPM Fog Nozzle (2)	2	Each	\$630.00	\$1,260.00							\$382.00	\$764.00
12	Nozzle - Task Force Tip - Stacked tips for Blitzfire (2)	2	Each	\$261.00	\$522.00								
13	Nozzle - Task Force Tip - 50-350 GPM 1.5" fog nozzle with shut-offs (2)	2	Each	\$810.00	\$1,620.00								
	TERMS: FOB: DELIVERY:			NET 30 DESTINATION 280 DAYS		2.6537% DISCOUNT FOR PREPAYMENT OF ORDER DESTINATION 280 DAYS		NET 30 DEST 270 DAYS		NET 30 DEST 270 DAYS		NET 30 DEST 330 - 390 DAYS	

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: FIRE APPARATUS - CUSTOM CHASSIS TOP MOUN PUMPER

Dept./Div.: FIRE / FIRE SUPPORT SERVICES AND RESOURCE MANAGEMENT

Requisition No.: 065FDOP6

IFB No.: 16046D

Bids Opened: 11:00 A.M.; 10-31-2016

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | | | |
|---|--|---|---|---|---|
| HRC
Dayton OH 45402 | 4. E-One
Ocala FL 34474 | 8. Warren Fire Equipment
Warren OH 44481 | 12. Rosenbauer
Fremont NE 68025 | 17. Missouri Fire Apparatus
Grovespring MO 65662 | 21. Clarey's Safety Equipment
Rochester MN 55904 |
| 1. Sutphen Corp - OH
Amlin OH 43002 | 5. Alexis Fire
Alexis IL 61412 | 9. All American Fire Equipment
Washington Court House OH 43160 | 13. Oshkosh Corp
Appleton WI 54913 | 18. Custome Fire Apparatus Inc
Osceola WI 54020 | 22. Fire Safety Services
Huntsville OH 43324 |
| 2. Spartan Fire & Emergency Apparatus Inc
Roebuck SC 29376 | 6. Pierce Mfg Inc
Appleton WI 54914 | 10. Command Seagrave Fire Equipment
Cincinnati OH 45236 | 14. Ferrara Fire Apparatus Inc
Cincinnati OH 45231 | 19. Fouts Bros
Smyrna GA 30080 | |
| 3. Finley Fire Equipment Co. Inc.
McConnelsville OH 43758 | 7. Toyne Inc
Breda IA 51436 | 11. Summit Fire Apparatus
Edgewood KY 41017 | 16. Precision Fire Apparatus
Camdenton MO 65020 | 20. FireLine
East Earl PA 17519 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Emergency Medical Vehicle
 Dept./Div.: Fire
 Requisition No.: 077FDOP6

IFB No.: 16072S
 Bids Opened: 11:00 A.M.; 11-10-2016

BIDDER NAME & STREET ADDRESS:		No.:		1	2	3
				BURGESS AMBULANCE SALES	HORTON EMERGENCY VEHICLES	STOOPS FREIGHTLINER
CITY:				LOUDONVILLE		HUBER HEIGHTS
STATE & ZIP:				OH 44842		OH 45424
Recommended for Award						
QUALIFIES FOR LOCAL PREFERENCE?				NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	NO	NO
Item #	ITEM DESCRIPTION	QTY	U/M	EXTENDED	EXTENDED	EXTENDED
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS						
Emergency Medical Vehicle						
1	Emergency Medical Vehicle	1	EA	\$249,960.00	\$236,433.00	\$231,127.00
	Extended Warranty Option : 1 year	1	EA	\$600.00	\$600.00	see price schedule
	Extended Warranty Option : 2 years	1	EA	\$1,460.00	\$1,460.00	see price schedule
	Extended Warranty Option : 3 years	1	EA	\$2,000.00	\$2,000.00	see price schedule
	Manual - Hard Copy	1	EA			\$300.00
	Manual - Electronic Copy	1	EA	N/C	N/C	\$510.00
	Safety Videos	1	EA	N/C	N/C	N/A
Optional Accessories						
2	Replace Light Bar with 6X9 LED	5	EA	Included	\$1,735.00	\$1,735.00
3	Scene Light Bar Cab Roof W/ICC Lights	1	EA	\$1,495.00	\$3,450.00	\$3,450.00
4	Back - Up Camera System			\$1,060.00	\$1,900.00	\$1,900.00
5	Rear Suspension Non-Air Ride			\$9,275.00	\$9,275.00	\$9,275.00
6	Diagnosis Software			\$350.00	\$350.00	see attached schedule
7	Polished Aluminum Wheels	2		Included	Included	\$454.00
	Total (not including Extended Warranties)			\$262,140.00	\$253,143.00	\$248,751.00
	Firm Price Agreement Through February 28, 2017			YES	YES	YES
	If NO, for how long?					
TERMS:				NET 30	NET 30	NET 30
F.O.B.:				DESTINATION	DESTINATION	DESTINATION
DELIVERY:				240 days after receipt of order	240 days after receipt of order	240 days after receipt of order

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|--|---|
| HRC
Dayton OH 45402 | 8. Evans Arena Motorworks
Harrison Twp, OH 45415 |
| 1. Reichard (Local)
Dayton OH 45405 | 9. Byers Ford
Delaware OH 43015 |
| 2. Bob Ross
Centerville OH 45459 | 10. Key Chrysler Jeep Dodge
Xenia OH 45385 |
| 3. Valley Ford
Cleveland, OH 44125 | 11. Dave Dennis
Beavercreek, OH 45431 |
| 4. Smedley's Chevrolet
Vandalia OH 45377 | 12. Jeff Schmitt
Miamisburg OH 45342 |
| 5. White Allen (Local)
Dayton, OH 45405 | 13. Lebanon Ford
Lebanon OH 45038 |
| 6. Walt Sweeney Ford, Inc.
Cincinnati, OH 45238 | 14. Beau Townsend Ford
Vandalia, OH 45377 |
| 7. Statewide Ford
Van Wert OH 45891 | 15. Mercedes Benz of West Chester
West Chester, OH 45069 |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: THERMAL PRINTER FOR FABRICATING SIGNS
Dept./Div.: PUBLIC WORKS / CIVIL ENGINEERING
Requisition Nos.: 014PWTS6

BIDDER NAME & STREET ADDRESS:			1 ADVANTAGE SIGN & GRAPHIC SOLUTIONS GRAND RAPIDS MI 49588	2 TUBELITE CO. INC. COLUMBUS OH 43207 X
No.:				
CITY:				
STATE & ZIP:				
Recommended for Award				
QUALIFIES FOR LOCAL PREFERENCE?			NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>				
1	Thermal Printer	EACH	\$11,250.00	\$16,995.00
	Discount for trade in	Each		\$5,500.00
	Net price for Printer		\$11,250.00	\$11,495.00
	Warranty for Printer	Lot	\$225.00	\$225.00
	Foil-Option Pack	Each	\$500.00	\$500.00
	Shipping	Lot	\$125.00	\$125.00
	Ship back cost for trade in	Lot	\$433.00	\$0.00
	Total Cost		\$12,533.00	• \$12,345.00
TERMS:			NET 30	NET 30
F.O.B.:			DEST	DEST
DELIVERY:				

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: REPLACEMENT OF AIR CONDITIONING AND AIR HANDLING UNITS WITH REMOVEAL AND INSTALLATION SERVICES

Dept./Div.: WATER / WATER RECLAMATION AND WATER UTILITY FIELD OPERATIONS

Requisition Nos.: 126WTWW6

IFB NO.: 16084D

BID OPENING: 4:30 P.M.; 12-09-2016

BIDDER NAME & STREET ADDRESS:			1	2	3
No.:			TRAME MECHANICAL	CHWR INC. dba CHW MECHANICAL	TRITON SERVICES INC
CITY:			DAYTON	SPRING VALLEY	MASON
STATE & ZIP:			OH 45403	OH 45370	OH 45040
Recommended for Award			X		
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			YES	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
WATER RECLAMATION					
1	Make-Up Air Unit with Removal and Installation Services	Lot	\$23,288.00	• \$15,657.00	\$26,844.00
WATER UTILITY FIELD OPERATIONS					
1	Air Conditioning and Air Handling Units with Removal and Installation Services	Lot of 3 units	\$43,035.00	\$41,485.00	NO BID
	x 1.05 Local Preference LocalPreference Price		• \$41,485.00	\$43,559.25	
TERMS:			NET 30	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST
DELIVERY:			60 DAYS	60 DAYS	70 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|--|
| HRC
Dayton OH 45402 | 6. P L Mechanical LLC (Certified)
Dayton OH 45404 | 12. Brookville Heating & Air Conditions
Brookville OH 45309 |
| 1. Aero Mechanical System Inc (Local)
Dayton OH 45403 | 7. Jacobs Service and Installation Co (Certified)
Englewood OH 45322 | 13. Preferred Heating & Equipment
Dayton OH 45459 |
| 2. Frye Mechanical Inc (Local)
Dayton OH 45402 | 8. Debra-Kuemple
Dayton OH 45439 | 14. Trend Controls Systems
Chelmsford MA 01824 |
| 3. Helmlg Lienesch LLC (Local)
Dayton OH 45402 | 9. Honeywell International
Fairborn OH 45324 | 15. DiMarco & Associates LLC
Chagrin Falls OH 44023 |
| 4. Osterfeld Champion Service Inc (Local/Certified)
Dayton OH 45405 | 10. Rleck kServices
Dayton OH 45413 | 16. Heapy Engineering
Dyaton OH 45409 |
| 5. Kilgore's Heating & Air Conditioning (Local/Certified)
Dayton OH 45417 | 11. Apex Mechanical Systems Inc
Englewood OH 45322 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: REPLACEMENT OF AIR CONDITIONING AND AIR HANDLING UNITS WITH REMOVAL AND INSTALLATION SERVICES

Dept./Div.: WATER / WATER RECLAMATION AND WATER UTILITY FIELD OPERATIONS

IFB NO.: 16084D

BID OPENING: 4:30 P.M.; 12-09-2016

Requisition Nos.: 299WTWT6

No.:		1	2	3	
BIDDER NAME & STREET ADDRESS:		TRAME MECHANICAL	CHWR INC. dba CHW MECHANICAL	TRITON SERVICES INC	
CITY:		DAYTON	SPRING VALLEY	MASON	
STATE & ZIP:		OH 45403	OH 45370	OH 45040	
Recommended for Award:			X		
QUALIFIES FOR LOCAL PREFERENCE?		YES	NO	NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO	NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		YES	NO	NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
<u>WATER RECLAMATION</u>					
1	Make-Up Air Unit with Removal and Installation Services	Lot	\$23,288.00	• \$15,657.00	\$26,844.00
<u>WATER UTILITY FIELD OPERATIONS</u>					
1	Air Conditioning and Air Handling Units with Removal and Installation Services	Lot of 3 units	\$43,035.00	\$41,485.00	NO BID
	x 1.05 Local Preference LocalPreference Price		• \$41,485.00	\$43,559.25	
TERMS:		NET 30	NET 30	NET 30	NET 30
F.O.B.:		DEST	DEST	DEST	DEST
DELIVERY:		60 DAYS	60 DAYS	60 DAYS	70 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|--|
| HRC
Dayton OH 45402 | 6. P L Mechanical LLC (Certified)
Dayton OH 45404 | 12. Brookville Heating & Air Conditions
Brookville OH 45309 |
| 1. Aero Mechanical System Inc (Local)
Dayton OH 45403 | 7. Jacobs Service and Installation Co (Certified)
Englewood OH 45322 | 13. Preferred Heating & Equipment
Dayton OH 45459 |
| 2. Frye Mechanical Inc (Local)
Dayton OH 45402 | 8. Debra-Kuemple
Dayton OH 45439 | 14. Trend Controls Systems
Chelmsford MA 01824 |
| 3. Helmig Lienesch LLC (Local)
Dayton OH 45402 | 9. Honeywell International
Fairborn OH 45324 | 15. DiMarco & Associates LLC
Chagrin Falls OH 44023 |
| 4. Osterfeld Champion Service Inc (Local/Certified)
Dayton OH 45405 | 10. Rleck kServices
Dayton OH 45413 | 16. Heapy Engineering
Dyaton OH 45409 |
| 5. Kilgore's Heating & Air Conditioning (Local/Certified)
Dayton OH 45417 | 11. Apex Mechanical Systems Inc
Englewood OH 45322 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: FABRICATED STAINLESS STEEL SLIDE GATE
 Dept./Div.: WATER / WATER SUPPLY AND TREATMENT
 Requisition No.: 151WTWS6

IFB NO.: D16015
 BID OPENING: 3:30 P.M.; 11-30-2016

No.:			1	2	3	4
BIDDER NAME & STREET ADDRESS:			COLDWELL-WILCOX TECHNOLOGIES	DELANEY AND ASSOCIATES	MUELLER WATER PRODUCTS INC. HENRY PRATT CO, LLC dba HYDRO GATE	WATERMAN INDUSTRIES
CITY:			CINCINNATI	ERLANGER	DENVER	EXTER
STATE & ZIP:			OH 45209	KY 41018	CO 80239	CA 93221
Recommended for Award					X	
QUALIFIES FOR LOCAL PREFERENCE?			NO	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS						
1	Fabricated Stainless Steel Slide Gate	Lot	\$46,285.00	\$19,078.00	\$12,553.00	\$23,272.00
TERMS:			NET 30	NET 30	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST	DEST
DELIVERY:			160 DAYS	133 DAYS	126 DAYS	42 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | |
|--|---|---|--|
| HRC
Dayton OH 45402 | 6. Grainger
Dayton OH 45414 | 12. Cedar Grove Fence Specialist
Miamisburg OH 45432 | 18. Golden Harvest Inc
Burlington WA 9823 |
| 1. Altek Fence Services (Local)
Dayton OH 45402 | 7. Limited Access
Kent OH 44240 | 13. Double D&D Fence
Dayton OH 45415 | 19. BissNuss Inc
Loveland OH 45140 |
| 2. Security Fence Group Inc (Certified)
Cincinnati OH 45223 | 8. Ohio Fence Supply Warehouse
Columbus OH 43219 | 14. All Star Fence
Beavercreek OH 45431 | 21. Dalton Fence
Franklin OH 45005 |
| 3. Wayne Overhead Door Sales
Dayton OH | 9. Hoover Fence Co
Newton Falls OH 44444 | 15. Willholte & Sons Fence Service
Dayton OH 45440 | |
| 4. Valve and Gate Group
Cranberry Township PA 16066 | 10. Bellbrook Fence Co
Dayton OH 45419 | 16. TNT Fence
Blanchester OH 45107 | |
| 5. The Henry P Thompson Co
Milford OH 45150 | 11. GateCrafters
Odessa FL 33556 | 17. Ashlee Fence Co
Morrow OH 45152 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: INDUSTRIAL EXHAUST FAN
Dept./Div.: WATER / WATER SUPPLY AND TREATMENT
Requisition No.: 158WTWS6

No.:			1	2	3
BIDDER NAME & STREET ADDRESS:			AIRPRO FAN & BLOWER CO	NORTHSTAR COMBUSTION INC.	PHELPS FAN LLC
CITY:			RHINELANDER	MILWAUKEE	LITTLE ROCK
STATE & ZIP:			WI 54501	WI 53209	AR 72209
Recommended for Award					X
QUALIFIES FOR LOCAL PREFERENCE?			NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO	NO
CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
1	Industrial Exhaust Fan	Each	\$24,158.00	\$25,450.00	• \$17,110.00
TERMS:			NET 30		
F.O.B.:			DEST	DEST	DEST
DELIVERY:			8 WEEKS	8 - 10 WEEKS	8 WEEKS

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: LABORATORY CABINTRY WITH INSTALLATION SERVICES

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

IFB NO.: D16014

Requisition No.: 143WTWS6

BID OPENING: 11:00 A.M.; 12-05-2016

BIDDER NAME & STREET ADDRESS:		No.:	1	2
			STEELSENTRY	TECLAB INC
CITY:			ROUND ROCK	KALAMAZOO
STATE & ZIP:			TX 78665	MI 49009
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 #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>				
1	Laboratory Cabinetry with Installation Services	Lot	\$25,248.31	● \$20,095.30
TERMS:			NET 30	NET 30
F.O.B.:			DEST	DEST
DELIVERY:			49 DAYS	60 DAYS

● = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|---|---|--|
| HRC
Dayton OH 45402 | 4. F and S Supplies
Trotwood OH 45416 | 8. Lab Fabricators
Cleveland OH |
| 1. Business Furniture (Local)
Dayton OH 45402 | 5. Dayton Business Interiors
Dayton OH 45439 | 9. Kewaunee Scientific
Statesville NC 28677 |
| 2. APG Office Furnishing (Local)
Dayton OH 45402 | 6. United Hospital Supply Corp
Burlington NJ 08016 | 10. Superior Lab Systems
Lebanon OH 45036 |
| 3. Elements IV
Dayton OH 45433 | 7. Custom Fabricators
Columbus OH 43215 | 11. VWR
Radnor PA 19087 |



City Manager's Report

2.

From **5530 - CS/Purchasing**

Date **December 28, 2016**

Expense Type **Purchase Order**

Total Amount **\$4,917,238.08**

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) P1700030 – CARROLL WUERTZ TIRE COMPANY, DAYTON, OH

- Tires, tubes and related goods and services, as needed through 12/31/2017.
- These goods and services are required to maintain airport equipment.
- Rates are in accordance with Western States Contracting Alliance (public sector procurement cooperative) contract MA208, with pricing through 3/31/2019.
- Carroll Wuertz Tire Company qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	51000-3222-1301-43	\$40,000.00
2018	Supplies and Materials	51000-3222-1301-43	\$40,000.00

Division

Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

AVIATION (CONTINUED)(A2) P1700123 – TELVENT DTN, LLC, BURNSVILLE, MN

- Annual weather monitoring service subscription through 12/31/2017.
- This service is required to ensure safe and efficient Department of Aviation operations.
- Telvent DTN, LLC is recommended to ensure integration with the automated weather system at the James M. Cox/Dayton International Airport and to ensure continuity and quality of weather forecasting and monitoring.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	51000-3221-1159-43	\$11,055.00
2018	Other Professional Services	51000-3221-1159-43	\$12,000.00
2019	Other Professional Services	51000-3221-1159-43	\$12,000.00

(A3) P1700140 – VEOLIA ENVIRONMENTAL SERVICES NORTH AMERICA, WEST CARROLLTON, OH

- Professional environmental waste management services, as needed through 12/31/2017.
- These services are required to respond to incidents potentially involving hazardous materials.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 14014D, with firm pricing through 12/31/2018.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Waste Disposal - Other	51000-3221-1125-43	\$15,000.00
2018	Waste Disposal - Other	51000-3221-1125-43	\$15,000.00

CENTRAL SERVICES – FACILITIES MANAGEMENT(B1) P1700121 – PICKREL BROTHERS, INC., DAYTON, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Central Services recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	66000-5540-1301-54	\$75,000.00

CENTRAL SERVICES – FACILITIES MANAGEMENT (CONTINUED)(B2) P1700064 – TRITON SERVICES, INC., MASON, OH

- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 3/31/2017.
- These services are required to maintain heating and cooling systems at City facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Maintenance of Facilities	10000-5540-1172-54	\$12,500.00

(B3) P1700141 – WAYNE OVERHEAD DOOR SALES OF DAYTON, INC., CENTERVILLE, OH

- Overhead door repair services, as needed through 12/31/2017.
- These goods and services are required to repair overhead garage doors at City facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D16016, with firm pricing through 2/28/2019.
- The Department of Central Services recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Maintenance of Facilities	10000-5540-1172-54	\$22,000.00
2018	Other Maintenance of Facilities	10000-5540-1172-54	\$25,000.00

CENTRAL SERVICES – INFORMATION TECHNOLOGY(B4) P1700101 – ORACLE AMERICA, INC., CHICAGO, IL

- Computer software maintenance and support services, as needed through 12/31/2017.
- These technical services are required to maintain the City's software systems.
- Oracle America, Inc. is recommended as the original software developer and sole source of these proprietary software support services, therefore this purchase was negotiated.
- The Departments of Central Services and Water recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Maintenance Agreements	10000-5560-1166-65	\$126,836.06
2017	Computer Maintenance	53000-3421-1164-54	\$100,414.66

CENTRAL SERVICES – INFORMATION TECHNOLOGY (CONTINUED)**(B5) P1700105 – RDI MARKETING, INC., CINCINNATI, OH**

- Professional technical services, as needed through 12/31/2017.
- These services are required to maintain Tier 1 information technology support services between the hours of 12:00 AM -6:00 AM.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 14063N, with firm pricing through 12/31/2017.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	10000-5560-1159-65	\$20,114.64

(B6) P1700106 – ROCKET SOFTWARE, INC., NEWTON, MA

- Annual software maintenance agreement, as needed through 12/31/2017.
- These services are required to maintain CorVu Report Writer software used by the Departments of Finance, Police and Fire.
- Rocket Software, Inc. is recommended as the original software developer and sole source for this proprietary support agreement, therefore this purchase was negotiated.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Maintenance Agreements	10000-5560-1166-65	\$11,074.16
2018	Maintenance Agreements	10000-5560-1166-65	\$13,000.00
2019	Maintenance Agreements	10000-5560-1166-65	\$13,000.00
2020	Maintenance Agreements	10000-5560-1166-65	\$13,000.00

CIVIL SERVICE**(C1) P1700081 – BRITTON & ASSOCIATES, DAYTON, OH**

- Court reporting services, as needed through 12/31/2017.
- These services are required to record hearings and appearances.
- Rates are in accordance with an existing price agreement K15008, with firm pricing through 12/31/2017.
- Britton & Associates qualifies as a Dayton local entity.
- The Civil Service Board recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	10000-1300-1159-62	\$11,000.00

FIRE(D1) P1700038 – BOUND TREE MEDICAL LLC, DUBLIN, OH

- Medical first aid supplies, as needed through 12/31/2017.
- These goods are required to stock inventories for Dayton Fire Department operations.
- Fourteen possible bidders were solicited and eight bids were received. This order establishes a price agreement through 7/31/2019.
- The Department of Fire recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Supplies and Materials	10000-6330-1301-71-FIR320	\$15,000.00
2018	Supplies and Materials	10000-6330-1301-71-FIR320	\$15,000.00

HUMAN RESOURCES(E1) P1700138 – GREEN & GREEN LAWYERS, A LEGAL PROFESSIONAL ASSOCIATION, DAYTON, OH

- Professional legal services, as needed through 12/31/2017.
- These services are required to provide legal consultation and representation in employment matters.
- The law firm of Green & Green Lawyers, A Legal Professional Association is recommended based on proven past performance, expertise and experience of its staff in related matters, therefore this purchase was negotiated.
- Green & Green Lawyers, A Legal Professional Association qualifies as a Dayton local entity.
- The Department of Human Resources recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Other Professional Services	65000-5610-1159-62	\$75,000.00
2017	Other Professional Services	10000-5610-1159-62	\$50,000.00

PLANNING & COMMUNITY DEVELOPMENT(F1) P1700065 – SOUTHWESTERN OHIO COUNCIL FOR HIGHER EDUCATION, KETTERING, OH

- College intern program services, as needed through 12/31/2017.
- These services are required to assist the Department of Planning & Community Development to provide quality programs and services by college students that are members of the Southwestern Ohio Council for Higher Education ("SOCHE").
- SOCHE is recommended on the basis of proven past performance, therefore this purchase was negotiated.
- The Department of Planning & Community Development recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Other Professional Services	26102-2320-1159-32	\$11,000.00

POLICE(G1) P1700045 – VANCE OUTDOORS, INC., COLUMBUS, OH

- Tasers and related equipment, as needed through 12/31/2017.
- These goods are required to equip the 106th and 107th graduating classes.
- Rates are in accordance with State of Ohio term schedule pricing contract #RS900313 and Index #GDC008.
- The Department of Police recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Supplies and Materials	10000-6221-1301-71	\$53,315.52

(G2) P1700046 – VANCE OUTDOORS, INC., COLUMBUS, OH

- Tasers and related equipment, as needed through 12/31/2017.
- These goods are required for the qualification and requalification of Dayton Police officers.
- Rates are in accordance with State of Ohio term schedule pricing contract # RS900313 and Index # GDC008.
- The Department of Police recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Supplies and Materials	10000-6221-1301-71	\$14,328.04

PUBLIC WORKS – FLEET MANAGEMENT(H1) P1700067 – CNG SERVICES LLC, DUBLIN, OH

- Compressed natural gas, as needed through 12/31/2017.
- This fuel is required to power CNG waste collection trucks.
- CNG Services LLC is recommended as the sole supplier to the City's compressed natural gas station; rates are in accordance with existing agreement(s).
- Initial 2017 encumbrance is recommended at \$30,000 with an additional 2017 authorization to add up to \$30,000 after delivery of four additional CNG waste collection trucks.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Gasoline and Diesel Fuel	61000-6470-1360-99	\$60,000.00
2018	Gasoline and Diesel Fuel	61000-6470-1360-99	\$60,000.00
2019	Gasoline and Diesel Fuel	61000-6470-1360-99	\$60,000.00

PUBLIC WORKS – FLEET MANAGEMENT (CONTINUED)(H2) P1700109 – DUNCAN OIL COMPANY, BEAVERCREEK, OH

- Fuel and oil, as needed through 12/31/2017.
- These goods are required to provide efficient refueling of City fleet equipment in assigned service areas.
- Duncan Oil Company is recommended based on geographic location and systems capability to utilize and integrate with the City's fuel card access system, 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)
2017	Gasoline and Diesel Fuel	61000-6470-1360-99	\$220,000.00

PUBLIC WORKS – STREET MAINTENANCE(H3) P1700058 – WINTER EQUIPMENT COMPANY, INC., WILLOUGHBY, OH

- Snow plow parts and accessories, as needed through 12/31/2017.
- These goods are required to replace and repair snow plow equipment.
- Rates are in accordance with an existing price agreement IFB J14062, with firm pricing through 7/31/2018.
- Multiple suppliers are recommended to ensure the best value for the City.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	21000-6430-1301-54	\$20,000.00

RECREATION AND YOUTH SERVICES(I1) P1700057 – HAID ACQUISITIONS LLC dba QUEEN CITY TRANSPORTATION, CINCINNATI, OH

- Transportation services, as needed through 8/31/2017.
- These services are required to conduct the 2017 Summer Day Camp Program.
- Rates are in accordance with the City's existing price agreement IFB U16041, with firm pricing through 8/31/2017.
- The Department of Recreation and Youth Services recommends approval of this order

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Miscellaneous	10000-6530-1221-56	\$16,000.00

RECREATION AND YOUTH SERVICES (CONTINUED)(I2) P1700127 – TRITON SERVICES, INC., MASON, OH

- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 3/31/2017.
- These services are required to maintain heating and cooling systems.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
- The Department of Recreation and Youth Services recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Other Maintenance of Facilities	59000-6550-1172-56	\$26,000.00

(I3) P1700078 – VETERANS SECURITY COMPANY, CINCINNATI, OH

- Security guard services, as needed through 9/30/2017.
- These services are required for City of Dayton Recreation & Youth Services facilities and special events.
- Rates are in accordance with the City's existing price agreement RFP 14053J, with firm pricing through 9/30/2017.
- The Department of Recreation and Youth Services recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Security Services	10000-6530-1157-56	\$16,000.00

WATER – WATER ADMINISTRATION(J1) P1700128 – TRAME MECHANICAL, INC., DAYTON, OH

- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 3/31/2017.
- These services are required to maintain heating and cooling systems.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
- Trame Mechanical, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Other Maintenance of Facilities	53000-3410-1172-54	\$12,000.00

WATER – WATER RECLAMATION(J2) P1700107 – FERRELLGAS, INC., MILFORD, OH

- Propane gas, as needed through 12/31/2017.
- This gas is required to heat facilities.
- Rates are in accordance with the State of Ohio Term Schedule # RS900913 and Index # GDC064, with firm pricing through 12/31/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Gas	55000-3460-1292-54	\$15,000.00

(J3) P1700122 – PICKREL BROTHERS, INC., DAYTON, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	55000-3460-1301-54	\$40,000.00

WATER – WATER SUPPLY AND TREATMENT(J4) P1700047 – BNR, INC./JAN PRODUCTS, CINCINNATI, OH

- Chemical feed equipment and parts, as needed through 12/31/2017.
- These goods are required to maintain equipment at the Water Supply and Treatment plants for drinking water chemical feed systems.
- BNR, Inc./Jan Products is recommended to ensure system and component compatibility and integration as the original equipment manufacturer (OEM) authorized regional distributor for Wallace & Tiernan brand 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	53000-3430-1301-54	\$40,000.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)(J5) P1700110 – EXELON CORPORATION dba CONSTELLATION NEWENERGY – GAS DIVISION LLC, CHICAGO, IL

- Natural gas, as needed through 12/31/2017.
- This product is required to provide natural gas to fire the kiln at the Lime Reclamation Facility.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 3034L, with pricing through 12/31/2018.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Gas	53000-3430-1292-54	\$1,585,000.00
2018	Gas	53000-3430-1292-54	\$1,320,000.00

(J6) P1700119 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	\$25,000.00

(J7) P1700108 – FERRELLGAS, INC., MILFORD, OH

- Propane gas, as needed through 12/31/2017.
- This gas is required to heat facilities.
- Rates are in accordance with the State of Ohio Term Schedule # RS900913 and Index #GDC064, with pricing through 12/31/2017.
- 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	\$15,600.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)(J8) P1700085 – GEDICO INTERNATIONAL, INC., TROTWOOD, OH

- Machine fabrication services, as needed through 12/31/2017.
- These services are required to maintain and repair existing equipment.
- GEDICO International, Inc. is recommended based on proven past performance, professional expertise and local proximity, therefore this purchase was negotiated.
- Multiple suppliers are recommended to ensure the best value for the City as well as on-going competition and availability of supply.
- The Department of Water recommends approval of this order

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Equipment Maintenance	53000-3430-1167-54	\$52,000.00

(J9) P1700120 – PICKREL BROTHERS, INC., DAYTON, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	\$22,000.00

WATER – WATER UTILITY FIELD OPERATIONS(J10) P1700051 – BROOKVILLE HEATING & AIR CONDITIONING, BROOKVILLE, OH

- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 3/31/2017.
- These services are required to maintain heating and cooling systems.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Inventory	53998-3445-1350-54	\$11,000.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)(J11) P1700116– EVERETT J PRESCOTT, INC., WEST CARROLLTON, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Inventory	53998-3445-1350-54	\$80,000.00

(J12) P1700113 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- Fire hydrant and hydrant parts, as needed through 12/31/2017.
- These goods are required to replenish inventories for new installations, replacements and repairs.
- Twelve possible bidders were solicited and five bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Supplies and Materials	53000-3445-1301-54	\$20,000.00

(J13) P1700117 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Inventory	53998-3445-1350-54	\$60,000.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)(J14) P1700114– FORTLINE, INC., WEST CHESTER, OH

- Fire hydrant and hydrant parts, as needed through 12/31/2017.
- These goods are required to replenish inventories for new installations, replacements and repairs.
- Twelve possible bidders were solicited and five bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3445-1301-54	\$40,000.00

(J15) P1700112 – HD SUPPLY WATERWORKS LTD, TIPP CITY, OH

- Fire hydrant and hydrant parts, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Twelve possible bidders were solicited and five bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

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

(J16) P1700118 – HD SUPPLY WATERWORKS LTD, TIPP CITY, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Inventory	53998-3445-1350-54	\$40,000.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(J17) P1700115 – PICKREL BROTHERS, INC., DAYTON, OH

- Plumbing and related supplies, as needed through 12/31/2017.
- These goods are required to replenish inventory for maintenance and repairs.
- Nineteen possible bidders were solicited and six bids were received. This order establishes a price agreement through 12/31/2017.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2017	Inventory	53998-3445-1350-54	\$140,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Plumbing and Related Supplies

Dept./Div.: Various

Requisition No.: Various

IFB No.: 17001N

Bids Opened 11/21/2016

No.:	1	2	3	4	5	6
BIDDER NAME & STREET ADDRESS:	Pickrel Brothers	EJ Prescott, Inc	Ferguson Water Works	HD Supply Waterworks	FEI dba Pollardwater	Utility Sales Agency LLC
CITY:	Dayton, OH	West Carrollton, OH	Harrison Townshlp, OH	Tipp City, OH	New Hyde Park, NY	Clayton, OH
STATE & ZIP:	45402	45449	45414	45371	11040	45315
Recommended for Award						
QUALIFIES FOR LOCAL PREFERENCE?	Yes	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	No	No	No	No	No	No
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	No	No	No	No	No	No

PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS

BID ITEM #	CITY ITEM #	DESCRIPTION	UNIT OF MEASURE REQUESTED	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST	UNIT OF MEASURE QUOTED BY VENDOR	AGREEMENT UNIT OF MEASURE COST
1	17000	3/4" X 1/2" Brass Hex Bushing, LEAD-FREE, NPT	EACH	EA	\$1.59	Each	\$1.50	EA	\$1.52	NB	NB	NB	NB	NB	NB
2	17048	2" x 1-1/2" Brass Hex Bushing, LEAD-FREE, NPT	EACH	EA	\$7.75	Each	\$7.32	EA	\$7.47	NB	NB	NB	NB	NB	NB
3	17050	2" X 1" Brass Hex Bushing, LEAD-FREE, NPT	EACH	EA	\$9.34	Each	\$8.82	EA	\$9.00	NB	NB	NB	NB	NB	NB
4	17060	Bushing, Brass 1-1/2" CC X 1" CC (Reduce Tap Saddle) LEAD-FREE Brass Bushing, Male AWWA (MUELLER "CC") Thread X Female AWWA Taper (MUELLER "CC") Thread H-10036	EACH	EA	\$26.86	Each	\$23.73	EA	\$23.61	NB	NB	NB	NB	NB	NB
5	17061	Bushing, Brass 2" CC X 1" CC (Reduce Tap Saddle) Brass Bushing, Male AWWA (MUELLER "CC") Thread X Female AWWA Taper (MUELLER "CC") Thread H-100 Ford Meter Co. #BBAA-74	EACH	EA	\$43.84	Each	\$38.74	EA	\$38.54	NB	NB	NB	NB	NB	NB
6	17062	Bushing, Brass 2" CC X 1-1/2" CC (Reduce Tap Saddle) Brass Bushing, LEAD-FREE, Male AWWA (MUELLER "CC") Thread X Female AWWA Taper (MUELLER "CC") Thread H-100 Ford Meter Co. #BBAA-76	EACH	EA	\$32.70	Each	\$28.89	EA	\$28.74	NB	NB	NB	NB	NB	NB
7	17100	3/4" LEAD-FREE Brass Pipe Cap, NPT	EACH	EA	\$1.91	Each	\$1.80	EA	\$1.84	NB	NB	NB	NB	NB	NB
8	17104	1" Brass Pipe Cap, LEAD-FREE, NPT	EACH	EA	\$3.00	Each	\$2.84	EA	\$2.89	NB	NB	NB	NB	NB	NB
9	17108	1-1/4" Brass Pipe Cap, LEAD-FREE, NPT	EACH	EA	\$4.57	Each	\$4.31	EA	\$4.41	NB	NB	NB	NB	NB	NB
10	17150	3/4" FIP X 3/4" FIP Brass 90 Degree ELL, LEAD-FREE	EACH	EA	\$2.97	Each	\$3.07	EA	\$2.67	NB	NB	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$2.87										
		The following brass nipples MUST BE LEAD-FREE and shall conform to Federal Specifications WW-351A, 150 pound class:													
						Merit brass	good to 06/30/17 then not to exceed 5% if increase occurs								
11	17200	1/2" X 3" Brass Nipple, LEAD-FREE	EACH	EA	\$1.77	Each	\$1.67	EA	\$1.74	NB	NB	NB	NB	NB	NB
12	17201	1/2" X CLOSE" Brass Nipple, LEAD-FREE	EACH	EA	\$0.93	Each	\$0.88	EA	\$0.92	NB	NB	NB	NB	NB	NB
13	17202	3/4" X 1-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$1.43	Each	\$1.35	EA	\$1.41	NB	NB	NB	NB	NB	NB
14	17204	3/4" X 3" Brass Nipple, LEAD-FREE	EACH	EA	\$2.26	Each	\$2.13	EA	\$2.23	NB	NB	NB	NB	NB	NB
15	17208	1" X 3" Brass Nipple, LEAD-FREE	EACH	EA	\$3.27	Each	\$3.09	EA	\$3.24	NB	NB	NB	NB	NB	NB
16	17212	1-1/2" X CLOSE Brass Nipple, LEAD-FREE	EACH	EA	\$3.88	Each	\$3.67	EA	\$3.83	NB	NB	NB	NB	NB	NB
17	17216	1-1/2" X 2-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$5.00	Each	\$4.72	EA	\$4.92	NB	NB	NB	NB	NB	NB

Recommended for Award															
18	17220	1-1/2" X 3" Brass Nipple, LEAD-FREE	EACH	EA	\$5.75	Each	\$5.43	EA	\$5.68	NB	NB	NB	NB	NB	NB
19	17224	1-1/2" X 3-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$6.59	Each	\$6.23	EA	\$6.53	NB	NB	NB	NB	NB	NB
20	17228	1-1/2" X 4" Brass Nipple, LEAD-FREE	EACH	EA	\$7.48	Each	\$7.07	EA	\$7.40	NB	NB	NB	NB	NB	NB
21	17232	1-1/2" X 4-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$8.40	Each	\$7.94	EA	\$8.31	NB	NB	NB	NB	NB	NB
22	17236	1-1/2" X 5" Brass Nipple, LEAD-FREE	EACH	EA	\$9.30	Each	\$8.79	EA	\$9.21	NB	NB	NB	NB	NB	NB
23	17237	1-1/2" X 5-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$10.18	Each	\$9.62	EA	\$10.07	NB	NB	NB	NB	NB	NB
24	17238	1-1/2" X 6" Brass Nipple, LEAD-FREE	EACH	EA	\$11.06	Each	\$10.45	EA	\$10.94	NB	NB	NB	NB	NB	NB
25	17240	2" X CLOSE Brass Nipple, LEAD-FREE	EACH	EA	\$5.91	Each	\$5.58	EA	\$5.84	NB	NB	NB	NB	NB	NB
26	17244	2" X 2-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$6.38	Each	\$6.03	EA	\$6.30	NB	NB	NB	NB	NB	NB
27	17248	2" X 3" Brass Nipple, LEAD-FREE	EACH	EA	\$7.36	Each	\$6.95	EA	\$7.28	NB	NB	NB	NB	NB	NB
28	17252	2" X 3-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$8.47	Each	\$8.01	EA	\$8.37	NB	NB	NB	NB	NB	NB
29	17256	2" X 4" Brass Nipple, LEAD-FREE	EACH	EA	\$9.63	Each	\$9.10	EA	\$9.52	NB	NB	NB	NB	NB	NB
30	17260	2" X 4-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$10.73	Each	\$10.14	EA	\$10.62	NB	NB	NB	NB	NB	NB
31	17264	2" X 5" Brass Nipple, LEAD-FREE	EACH	EA	\$11.90	Each	\$11.25	EA	\$11.74	NB	NB	NB	NB	NB	NB
32	17265	2" X 5-1/2" Brass Nipple, LEAD-FREE	EACH	EA	\$13.05	Each	\$12.34	EA	\$12.92	NB	NB	NB	NB	NB	NB
33	17266	2" X 6" Brass Nipple, LEAD-FREE	EACH	EA	\$14.21	Each	\$13.43	EA	\$14.07	NB	NB	NB	NB	NB	NB
The following Brass Unions shall conform to ASTM b-584-79 Standard Commercial Metal, AND BE LEAD FREE.															
34	17400	1/2" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$10.89	NB	NB	NB	each	\$10.92	NB	NB	NB	EA	\$11.81
35	17402	3/4" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$6.97	NB	NB	NB	each	\$5.38	NB	NB	NB	EA	\$5.82
36	17404	5/8" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$11.04	NB	NB	NB	each	\$11.07	NB	NB	NB	EA	\$11.99
37	17406	1" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$7.80	NB	NB	NB	each	\$7.82	NB	NB	NB	EA	\$8.47
38	17408	1-1/2" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$17.43	NB	NB	NB	each	\$17.48	NB	NB	NB	EA	\$19.00
39	17410	2" MUELLER Thread Brass Plug, LEAD-FREE. MUELLER No. H-10033 Or Approved Equal	EACH	EA	\$22.59	NB	NB	NB	each	\$22.65	NB	NB	NB	EA	\$24.63
The Following Brass Unions Shall Conform to ASTM b 584-79 Standard Commercial Metal, AND MUST BE LEAD-FREE. (Flag Brand Not Acceptable)															
40	17600	1-1/2" Brass Ground Joint Union, LEAD-FREE. 150 lbs Class	EACH	EA	\$17.74	Each	\$16.77	NB	NB	NB	NB	NB	NB	NB	NB
41	17610	2" Brass Ground Joint Union, LEAD-FREE. 150 lbs Class	EACH	EA	\$27.90	Each	\$25.91	NB	NB	NB	NB	NB	NB	NB	NB
42	18408	3/4" Copper X 3/4" Copper X 3/4" Copper Flared TEE, LEAD-FREE. For Copper Service Pipe, Type K. Ford Meter Box Co. #T222-333 Or Approved Equal	EACH	EA	\$21.82	Each	\$22.00	EA	\$21.88	each	\$21.88	NB	NB	EA	\$23.94
43	18409	1" Copper X 1" Copper X 1" Copper Flared TEE, LEAD-FREE. For Copper Service Pipe, Type K. Ford Meter Box Co. #T222-444 Or Approved Equal	EACH	EA	\$36.61	Each	\$36.93	EA	\$36.74	each	\$36.72	NB	NB	EA	\$40.15
44	18606	3/4" Copper X 3/4" Copper Three Part Flared Brass Union, LEAD-FREE. Ford Meter Box Co. #C22-33 Or Approved Equal	EACH	EA	\$11.82	Each	\$11.73	EA	\$11.67	each	\$11.66	NB	NB	EA	\$12.74
45	18608	1" Copper X 1" Copper Three Part Flared Brass Union, LEAD-FREE. Ford Meter Box Co. #C22-44 Or Approved Equal	EACH	EA	\$20.74	Each	\$20.50	EA	\$20.41	each	\$20.41	NB	NB	EA	\$22.32
		x 1.05 Local/Certified Preference Price			\$20.41										
46	18610	1-1/4" Copper X 1-1/4" Copper Three Part Flared Brass Union, LEAD-FREE. Ford Meter Box Co. #C22-55 Or Approved Equal	EACH	EA	\$42.81	Each	\$42.11	EA	\$41.89	each	\$42.13	NB	NB	EA	\$45.80
47	18612	1-1/2" C X 1-1/2" C Flared Three Part Brass Union, LEAD-FREE. Ford Meter Box Co. #C22-66 Or Approved Equal	EACH	EA	\$62.62	Each	\$61.80	EA	\$61.29	each	\$61.62	NB	NB	EA	\$67.00

		Recommended for Award													
		x 1.05 Local/Certified Preference Price			\$61.29										
48	18614	2" C X 2" C Flared Three Part Brass Union, LEAD-FREE. Ford Meter Box Co. #C22-77 Or Approved Equal	EACH	EA	\$102.20	Each	\$100.52	EA	\$100.01	each	\$100.57	NB	NB	EA	\$109.34
		x 1.05 Local/Certified Preference Price			\$100.01										
49	24004	3/4" FL Copper X 3/4" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-33 Or Approved Equal	EACH	EA	\$9.26	Each	\$9.15	EA	\$9.10	each	\$9.42	NB	NB	EA	\$9.97
		x 1.05 Local/Certified Preference Price			\$9.10										
50	24005	3/4" FL Copper X 3/4" Male Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C28-33 Or Approved Equal	EACH	EA	\$9.37	Each	\$9.27	EA	\$9.23	each	\$9.60	NB	NB	EA	\$10.09
		x 1.05 Local/Certified Preference Price			\$9.23										
51	24006	3/4" Flared Copper X 1/2" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-31 Or Approved Equal	EACH	EA	\$8.07	Each	\$7.98	EA	\$7.94	each	\$8.29	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$7.94										
52	24008	3/4" Flared Copper X 1" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-34. Non-Ford Brand Not Acceptable Due To The Threads & Configuration (6PT Nut) MUELLER & MCDONALD WILL NOT FIT DIRECTLY ONTO CORP STOP	EACH	EA	\$17.60	Each	\$11.97	EA	\$11.91	NB	NB	NB	NB	EA	\$13.06
53	24009	Adapters For Flare Copper Connection 1" Female Copper Thread X 3/4" Flare Copper Piggyback Nuts, LEAD-FREE. Ford Meter Box Co. #C02-43	EACH	EA	\$14.06	Each	\$13.90	EA	\$13.83	each	\$13.92	NB	NB	EA	\$15.13
		x 1.05 Local/Certified Preference Price			\$13.83										
54	24010	1" Flared Copper X 1" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-44 Or Approved Equal	EACH	EA	\$14.18	Each	\$14.00	EA	\$13.93	each	\$13.95	NB	NB	EA	\$15.28
		x 1.05 Local/Certified Preference Price			\$13.93										
55	24019	2" Flared Copper X 2" Female Iron Pipe Straight Couplings, LEAD-FREE. MCDONALD #4754 OR Ford Meter Box Co. #C21-77	EACH	EA	\$72.02	Each	\$71.35	EA	\$70.98	each	\$70.68	NB	NB	EA	\$77.07
		x 1.05 Local/Certified Preference Price			\$70.68										
56	24025	1" Flared Copper Thread X 1" Flared Copper, Quarter Bend, Swivel, LEAD-FREE. Ford Meter Box Co. #L02-44S Or MCDONALD	EACH	EA	\$26.28	Each	\$26.00	EA	\$25.86	each	\$25.86	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$26.00										
57	24026	3/4" Flared Copper Thread X 3/4" Flared Copper, 90 Degree, Swivel, LEAD-FREE. Ford Meter Box Co. #L02-33 Or MCDONALD #4776S	EACH	EA	\$18.61	Each	\$18.40	EA	\$18.31	each	\$18.32	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$18.31										
58	24027	3/4" Flared Copper X 3/4" Male Iron Pipe 90 Degree ELL Coupling, LEAD-FREE. Ford Meter Box Co. #L28-33	EACH	EA	\$10.05	Each	\$9.94	EA	\$9.89	each	\$10.32	NB	NB	EA	\$10.81
		x 1.05 Local/Certified Preference Price			\$9.89										
59	24028	3/4" LEAD-FREE Brass Flared Copper X Lead Adapter. H-1548	EACH	EA	\$13.13	Each	NB	EA	\$28.00	NB	NB	NB	NB	NB	NB
60	24029	1" Flared Copper X 1" Male Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C28-44	EACH	EA	\$13.39	Each	\$13.25	EA	\$13.18	each	\$13.30	NB	NB	EA	\$14.41
		x 1.05 Local/Certified Preference Price			\$13.18										
61	24030	1-1/4" Flared Copper X 1-1/4" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-55	EACH	EA	\$26.81	Each	\$26.37	EA	\$26.23	each	\$26.64	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$26.23										
62	24031	1-1/4" Female Copper Thread X 1" Flared Copper Piggyback Nuts, LEAD-FREE. Adapter For Flare Copper Connector. Ford Meter Box Co. #C02-54	EACH	EA	\$27.63	Each	\$24.85	EA	\$24.72	each	\$27.45	NB	NB	NB	NB
63	24032	1-1/2" Flared Copper X 1-1/2" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-66	EACH	EA	\$38.24	Each	\$37.61	EA	\$37.42	each	\$39.30	NB	NB		\$40.92
		x 1.05 Local/Certified Preference Price			\$37.42										
64	24034	1" Flared Copper X 1-1/4" Female Iron Pipe Straight Couplings, LEAD-FREE. Ford Meter Box Co. #C21-45	EACH	EA	\$19.80	Each	\$17.35	EA	\$17.26	each	\$19.84	NB	NB	NB	NB
65	24035	1-1/2" Female Copper Thread X 1" Flared Copper Piggyback Reducer Coupling, Adapter, LEAD-FREE. Ford Meter Box Co. #C02-64	EACH	EA	\$42.81	Each	\$42.11	EA	\$41.89	each	\$42.13	NB	NB	NB	NB

		Recommended for Award													
		x 1.05 Local/Certified Preference Price			\$41.89										
66	24036	1" Female Coupling Thread Inlet X 1" Flared Copper Outlet Adapter, LEAD-FREE. Ford Meter Box Co. #C102-44, MacDonald 4742	EACH	EA	\$21.19	Each	\$20.74	EA	\$20.63	each	\$20.84	NB	NB	NB	NB
67	24037	2" Female Iron Pipe X 1" Flared Copper Reducing Coupling, LEAD-FREE. Ford Meter Box Co. #C02-74	EACH	EA	\$60.76	Each	\$59.78	EA	\$69.47	each	\$59.64	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$59.47										
68	24038	2" Female Copper Thread X 1-1/2" Flared Copper Reducing Coupling, LEAD-FREE, Ford Meter Box Co. #C02-76	EACH	EA	\$79.88	Each	\$78.57	EA	\$78.17	each	\$76.96	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$78.17										
69	24040	1-1/4" Female Iron Pipe X 1" Female Iron Pipe Reducing Coupling, LEAD-FREE. Ford Meter Box Co. #C11-54	EACH	EA	\$9.20	Each	\$9.34	EA	\$9.29	NB	NB	NB	NB	NB	NB
70	24042	1-1/2" Female Iron Pipe X 1" Female Iron Pipe Reducing Coupling, LEAD-FREE Ford Meter Box Co. #C11-64	EACH	EA	\$10.36	Each	\$13.32	EA	\$19.26	NB	NB	NB	NB	NB	NB
71	24044	2" X 1-1/2" FIP X FIP Reducer Coupling NPT LEAD-FREE	EACH	EA	\$15.40	Each	\$13.75	EA	\$14.04	NB	NB	NB	NB	NB	NB
72	26000	3/4" Ball Valve Corp Stop For Copper Service Pipe, LEAD-FREE . Inlet: MUELLER THREAD; Outlet: COPPER WITH STRAIGHT COUPLING NUT, LEAD-FREE . No Gasket Required. Ford Meter Box Co. #FB600-3	EACH	EA	\$33.35	Each	\$32.65	EA	\$32.49	each	\$32.41	NB	NB	EA	\$35.53
		x 1.05 Local/Certified Preference Price			\$32.41										
73	26002	1" Ball Valve Corp Stop For Copper Service Pipe. Inlet: MUELLER THREAD; Outlet: COPPER WITH STRAIGHT COUPLING NUT. No Gasket Required. Ford Meter Box Co. #FB600-4	EACH	EA	\$40.81	Each	\$41.93	EA	\$41.72	each	\$41.17	NB	NB	EA	\$45.59
74	26004	1-1/2" Ball Valve Corp Stop For Copper Service Pipe, LEAD-FREE . Inlet: MUELLER THREAD; Outlet: COPPER WITH STRAIGHT COUPLING NUT, LEAD-FREE . No Gasket Required. Ford Meter Box Co. #FB600-6	EACH	EA	\$100.87	Each	\$99.23	EA	\$98.72	each	\$97.00	NB	NB	EA	\$107.89
		x 1.05 Local/Certified Preference Price			\$97.00										
75	26006	2" Ball Valve Corp Stop For Copper Service Pipe, LEAD-FREE . Inlet: INLET: MUELLER THREAD; Outlet: COPPER WITH STRAIGHT COUPLING NUT, LEAD-FREE . No Gasket Required. Ford Meter Box Co. #FB600-7	EACH	EA	\$176.21	Each	\$173.35	EA	\$172.46	each	\$171.43	NB	NB	EA	\$188.54
		x 1.05 Local/Certified Preference Price			\$171.43										
76	27004	1/2" LEAD-FREE Brass Compression Coupling, 1/2" I.P. X 1/2" I.P. C55-11NL	EACH	EA	\$18.54	Each	\$12.74	EA	\$12.67	NB	NB	NB	NB	EA	\$13.88
77	27010	3/4" LEAD-FREE Brass Compression Coupling, 3/4" I.P. X 3/4" I.P. C55-33NL	EACH	EA	\$14.16	Each	\$14.00	EA	\$13.92	each	\$13.93	NB	NB	EA	\$15.21
		x 1.05 Local/Certified Preference Price			\$13.92										
78	27016	1" LEAD-FREE Brass Compression Coupling, 1" I.P. X 1" I.P. C55-44NL	EACH	EA	\$26.28	Each	\$24.70	EA	\$24.57	each	\$25.00	NB	NB	EA	\$26.86
79	27750	Lead Pak Couplings, 1/2" Extra Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE . Ford Meter Box Co. #Q22-13NL A.K.A. #C24-33NL	EACH	EA	\$25.44	Each	\$18.07	EA	\$17.98	NB	NB	NB	NB	NB	NB
80	27752	Lead Pak Couplings, 1/2" Extra Extra Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE . Ford Meter Box Co. #Q32-13NL A.K.A. #Q12-23NL	EACH	EA	\$29.07	Each	\$20.67	EA	\$20.56	NB	NB	NB	NB	NB	NB
81	27757	Lead Pak Coupling Joint, 5/8" Extra Strong Lead X 3/4" Male Iron Pipe, LEAD-FREE, Ford Meter Box Co. Q28-23	EACH	EA	\$20.09	Each	\$14.27	EA	\$14.20	NB	NB	NB	NB	NB	NB
82	27758	Lead Pak Couplings, 5/8" Extra Strong Lead X 3/4" Flared Copper Lead X 3/4" Flared Copper Tubing, LEAD-FREE . Ford Meter Box Co. #Q22-23NL A.K.A. #C26-33NL	EACH	EA	\$26.58	Each	\$18.88	EA	\$18.76	NB	NB	NB	NB	NB	NB
83	NONE	1/2" CTS x 3/4" CTS LEAD-FREE brass reducing pack joint		EA	\$19.30	Each	\$13.07	EA	\$12.93	NB	NB	NB	NB	NB	NB
84	27760	Lead Pak Couplings, 5/8" Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE . Ford Meter Box Co. #Q12-23NL A.K.A. #Q32-13NL	EACH	EA	\$29.07	Each	\$20.67	EA	\$20.56	NB	NB	NB	NB	NB	NB
85	27762	Lead Pak Couplings, 3/4" Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE . Ford Meter Box Co. #Q12-33NL A.K.A. #Q32-23NL	EACH	EA	\$28.42	Each	\$20.19	EA	\$20.09	NB	NB	NB	NB	NB	NB

		Recommended for Award													
86	27764	Lead Pak Couplings, 3/4" Extra Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q22-33NL Or Acceptable Equal. Due to a Tolerance Difference MCDONALD 3/4" XS PACK JOINTS ARE NOT ACCEPTABLE For This Item	EACH	EA	\$33.58	Each	\$23.85	EA	\$23.73	NB	NB	NB	NB	NB	NB
87	27766	Lead Pak Couplings, 3/4" Extra Extra Strong Lead X 3/4" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q32-33NL A.K.A. #C26-34 Or Acceptable Equal	EACH	EA	\$39.59	Each	\$28.29	EA	\$28.00	NB	NB	NB	NB	NB	NB
88	327768	Lead Pak Couplings, 3/4" Extra Strong Lead X 3/4" MIP Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q28-33NL A.K.A. #C26-34NL Or Acceptable Equal		EA	\$27.92	Each	\$20.10	EA	\$28.00	NB	NB	NB	NB	NB	NB
89	27770	Lead Pak Couplings, 1" Extra Strong Lead X 1" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q22-44NL Or Acceptable Equal	EACH	EA	\$42.21	Each	\$30.00	EA	\$29.84	NB	NB	NB	NB	NB	NB
90	27772	Lead Pak Couplings, 1" Extra Extra Strong Lead X 1" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q32-44NL Or Acceptable Equal	EACH	EA	\$53.38	Each	\$37.91	EA	\$37.72	NB	NB	NB	NB	NB	NB
91	27774	Lead Pak Couplings, 1" Strong Lead X 1" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q12-44NL Or Acceptable Equal	EACH	EA	\$59.16	Each	\$42.05	EA	\$41.83	NB	NB	NB	NB	NB	NB
92	27776	Lead Pak Couplings, 1-1/4" Extra Strong Lead X 1-1/4" Male Iron Pipe Threads, LEAD-FREE. Ford Meter Box Co. #Q28-55NL A.K.A. #C86-55NL Or Acceptable Equal	EACH	EA	\$32.32	Each	\$37.35	EA	\$30.26	each	\$30.42	NB	NB	NB	NB
93	27778	Lead Pak Couplings, 1-1/2" Extra Strong Lead X 1-1/2" Male Iron Pipe Threads, LEAD-FREE. Ford Meter Box Co. #Q28-66NL A.K.A. #C86-66-160NL Or Acceptable Equal	EACH	EA	\$48.40	Each	\$47.60	EA	\$47.36	each	\$46.91	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$46.81										
94	27780	Lead Pak Couplings, 1-1/2" Extra Strong Lead X 1-1/2" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #Q24-66NL Or Acceptable Equal	EACH	EA	\$69.57	Each	\$68.46	EA	\$68.11	NB	NB	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$68.11										
95	27781	Lead Pak Couplings, 1-1/2" PVC X 1-1/2" Male Iron Pipe Threads, LEAD-FREE. Ford Meter Box Co. #C87-66NL Or Acceptable Equal	EACH	EA	\$43.28	Each	\$42.40	EA	\$42.16	each	\$44.00	NB	NB		\$46.12
		x 1.05 Local/Certified Preference Price			\$42.18										
96	27782	Lead Pak Couplings, 2" Female Iron Pipe X 1-1/2" Flared Copper Tubing, LEAD-FREE. Ford Meter Box Co. #C21-67NL	EACH	EA	\$69.50	Each	\$47.80	EA	\$47.55	NB	NB	NB	NB	NB	NB
97	27784	Lead Pak Couplings, 2" Extra Strong Lead X 2" Male Iron Pipe Threads, LEAD-FREE. Ford Meter Box Co. #Q28-77NL	EACH	EA	\$96.28	Each	\$94.72	EA	\$94.23	each	\$93.22	NB	NB	NB	NB
98	27787	Lead Pak Couplings, 2" MIP X 2" PEP, LEAD-FREE. Ford Meter Box Co. #C86-77NL Or Acceptable Equal	EACH	EA	\$78.91	Each	\$75.83	EA	\$75.25	each	\$76.40	NB	NB		\$82.31
		x 1.05 Local/Certified Preference Price			\$75.40										
99	27788	Lead Pak Couplings, 2" PVC X MIP Straight Coupling, LEAD-FREE. Ford Meter Box Co. #C87-77NL Or Acceptable Equal	EACH	EA	\$62.63	Each	\$61.61	EA	\$61.30	each	\$61.45	NB	NB		\$67.01
		x 1.05 Local/Certified Preference Price			\$61.30										
100	27789	Lead Pak Couplings, 2" COP/CTS/PLASTIC X 2" MIP, LEAD-FREE. Ford Meter Box Co. #C84-77NL Or Acceptable Equal	EACH	EA	\$50.14	Each	\$49.31	EA	\$49.06	each	\$49.67	NB	NB		\$53.65
		x 1.05 Local/Certified Preference Price			\$49.06										
101	28000	3/4" Solid TEE Head, Roundway (360 Degrees) Ball Valve, Copper To Copper Curb Stop, LEAD-FREE. Ford Meter Box Co. #B22-333R Or Acceptable Equal	EACH	EA	\$48.15	Each	\$47.28	EA	\$47.17	each	\$46.44	NB	NB		\$51.84
		x 1.05 Local/Certified Preference Price			\$46.44										
102	28002	1" Solid TEE Head, Roundway (360 Degrees) Ball Valve, Copper To Copper Curb Stop, LEAD-FREE. Ford Meter Box Co. #B22-444R Or Acceptable Equal	EACH	EA	\$66.13	Each	\$64.84	EA	\$64.90	each	\$63.59	NB	NB		\$71.19
		x 1.05 Local/Certified Preference Price			\$63.59										
103	28004	1-1/4" Solid TEE Head, Roundway (360 Degrees) Ball Valve, Copper To Copper Curb Stop, LEAD-FREE. Ford Meter Box Co. #B22-777R Or Acceptable Equal	EACH	EA	\$97.99	Each	\$107.19	EA	\$109.93	each	\$97.53	NB	NB	NB	NB
		x 1.05 Local/Certified Preference Price			\$97.53										
104	28006	1-1/2" Solid TEE Head, Roundway (360 Degrees) Ball Valve, Copper To Copper Curb Stop, LEAD-FREE. Ford Meter Box Co. #B22-666R Or Acceptable Equal	EACH	EA	\$160.30	Each	\$156.43	EA	\$156.59	each	\$157.74	NB	NB		\$171.47

Recommended for Award

Please quote a per item price for the PVC pipe listed above under the price agreement price area these items will be ordered by the stockroom in quantities varying from 2-20 at a time. In addition plumbers may need to pick up PVC pipe fittings (various schedules and styles) not listed above. Please quote a discount off of list price good through 12/31/2016 for items not listed herein. Please supply the Water Distribution Stockroom a new price list within thirty (30) days of any change. % off List Price for PVC Fittings

Ball Valves and Related Items																			
122	23002	1/2" MIP (HOSE B) COP X MALE X Hose Boiler Drain Valve, LEAD-FREE. NIBCO #74CL Or Acceptable Equal	EACH	EA	\$4.53														
123	23004	3/4" MIP (HOSE B) COP X MALE X Hose Boiler Drain Valve, LEAD-FREE. MNPT/C X HOSE. NIBCO #74CL Or Acceptable Equal	EACH	EA	\$5.02														
124	23102	Bronze Ball Valve, NPT Ends 1/4" 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$4.33														
125	23104	Bronze Ball Valve, NPT Ends 3/8" 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$4.33														
126	23106	Bronze Ball Valve, NPT Ends 1/2" 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$4.33														
127	23108	Bronze Ball Valve, NPT ENDS, 3/4" 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$7.00														
128	23110	Bronze Ball Valve, NPT ENDS, 1" 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$10.87														
129	23112	Bronze Ball Valve, NPT ENDS, 1 1/4", 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$17.59														
130	23114	Bronze Ball Valve, NPT Ends, 1-1/2", 600 WOG, 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$25.09														
131	23116	Bronze Ball Valve, NPT Ends, 2", 600 WOG 125 WSP Rating, Bottom Loaded Stem And Packing Nut Threaded To Body FIP, LEAD-FREE. WATTS FBV-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$35.27														
132	23130	Bronze Ball Valve, 1/2" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$4.33														
133	23132	Bronze Ball Valve, 3/4" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$7.00														
134	23134	Bronze Ball Valve, 1" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$10.87														
135	23136	Bronze Ball Valve, 1-1/4" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$17.59														
136	23138	Bronze Ball Valve, 1-1/2" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$25.09														
137	23140	Bronze Ball Valve, 2" Sweat Ends, 400 WOG, Bottom Loaded Stem And Packing Nut Threaded To Body, LEAD-FREE. WATTS FBVS-3C FULL PORT UL LISTED - WATTS BRAND ONLY	EACH	EA	\$35.27														
138	23206	3/4" 125 LB WSP, 200 LB WOG, SOLID DISC, Non-Rising Stem Gate Valve With FIP Ends. LEAD-FREE	EACH	EA	\$14.80														
139	23208	1" 125 LB S.W.P, 200 LB WOG, SOLID DISC, Non-Rising Stem Bronze Gate Valve With FIP Ends. LEAD-FREE	EACH	EA	\$23.50														

		Recommended for Award													
140	23210	1-1/4" 125 LB S.W.P, 200 LB WOG, SOLID DISC, Non-Rising Stem Bronze Gate Valve With FIP Ends. LEAD-FREE	EACH	EA	\$32.90	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
141	23212	1-1/2" 125 LB S.W.P, 200 LB WOG, SOLID DISC, Non-Rising Stem Bronze Gate Valve With FIP Ends. LEAD-FREE. 10 PER CARTON	EACH	EA	\$39.54	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
142	23214	2" 125 LB S.W.P, 200 LB WOG, SOLID DISC, Non-Rising Stem Bronze Gate Valve With FIP Ends. LEAD-FREE	EACH	EA	\$82.48	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
143	23754	1/2" Stop & Waste Valve (F.S.P.S to F.S.P.S.) LEAD-FREE	EACH	EA	\$8.78	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
144	23756	3/4" Stop & Waste Valve (F.S.P.S. to F.S.P.S.) LEAD-FREE	EACH	EA	\$10.56	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
		Please quote a per item price for the valves listed above under the price agreement price area. These items will be ordered by the stockroom in quantities varying from 5-40 at a time. In addition plumbers may need to pick up other sizes and styles of valves and related fittings not listed above. Please quote a discount off of list price good through 12/31/2016 for items not listed herein. % off List Price for valves and related fittings													
		Patch Clamps													
145	25000	1/2" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0084-3	EACH	EA	\$7.48	Each	\$3.88	EA	\$3.75	NB	NB	NB	NB	EA	\$4.82
146	25001	1/2" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0084-6	EACH	EA	\$13.79	Each	\$7.18	EA	\$7.09	NB	NB	NB	NB	EA	\$8.60
147	25002	3/4" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0105-3	EACH	EA	\$7.61	Each	\$3.96	EA	\$3.92	NB	NB	NB	NB	EA	\$4.73
148	25003	3/4" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0105-6	EACH	EA	\$14.21	Each	\$7.41	EA	\$7.35	NB	NB	NB	NB	EA	\$9.24
149	25004	1" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0132-3	EACH	EA	\$8.32	Each	\$4.31	EA	\$4.26	NB	NB	NB	NB	EA	\$5.28
150	25005	1" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0132-6	EACH	EA	\$16.13	Each	\$7.90	EA	\$7.80	NB	NB	NB	NB	EA	\$9.79
151	25006	1-1/4" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0166-3	EACH	EA	\$8.56	Each	\$4.48	EA	\$4.43	NB	NB	NB	NB	EA	\$5.50
152	25007	1-1/4" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0166-6	EACH	EA	\$16.94	Each	\$9.32	EA	\$8.21	NB	NB	NB	NB	EA	\$10.12
153	25008	1-1/2" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0190-3	EACH	EA	\$9.16	Each	\$4.79	EA	\$4.73	NB	NB	NB	NB	EA	\$5.72
154	25009	1-1/2" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0190-6	EACH	EA	\$17.31	Each	\$9.04	EA	\$8.92	NB	NB	NB	NB	EA	\$11.00
155	25010	2" JCM 110 Patch Clamp X 3" Wide S/S JCM #110-0238-3	EACH	EA	\$9.28	Each	\$5.51	EA	\$5.44	NB	NB	NB	NB	EA	\$6.38
156	25011	2" JCM 110 Patch Clamp X 6" Wide S/S JCM #110-0238-6	EACH	EA	\$17.58	Each	\$10.95	EA	\$10.81	NB	NB	NB	NB	EA	\$11.66
157	28752	Pipe Thread Compound. 8OZ. WHITLON #1GB, Blue Magic Industrial Grade, Brush In Cap.	CAN	CAN	7.23	Case/24	161.2/6.72	NB	NB	NB	NB	NB	NB	NB	NB
158	28758	JC WHITLAM T-520 1-1/2" X 520" Teflon Tape HOIS. All Purpose. (Gage) Or PTFE Thread seal Tape MIL-SPEC-T-27730A 1/2" X 520" Made In USA.(Miami Valley Gasket)	ROLL	ROLL	\$4.36	Case/12	47.94/3.99	NB	NB	NB	NB	NB	NB	NB	NB
159	28760	Teflon Paste 8OZ LA-CO SLIC-TITE Paste With "TEFLON" Thread (White) Sealing Compound (Brush In Cap) OL Classified.	CAN	CAN	\$10.78	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
		Misc. Related Items													
158	12810	3/8" 5lb Bag Meter Seals W/ 3/8" Plain Lead Seals For Wires. POLLARD NO. P74801	EACH	EA	\$59.92	Each	\$55.79	NB	NB	NB	NB	NB	EACH	\$49.10	NB
159	12820	Sealing Spool Of Meter Wire. 2 Ply Twisted Anti-Strip Copper Wire On Spools Of 1000 FT. POLLARD P751	EACH	EA	\$170.00	Each	\$151.25	NB	NB	NB	NB	NB	EACH	\$135.00	NB
160	15300	Bilco Key - Removable Square Key Wrench For Exterior Bilco Doors, Brass Finish	EACH	EA	\$45.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
161	15302	Curb Box Cleaner. NOTE: #8 Holder To Clean Dirt, Stones, And Other Debris From 2-1/2" Curb & Valve Boxes Without Digging Has Lever-Action Handle, Drop Forged Blades. Pollard No. P527 Duckbill Spring-Loaded Cleanout, CT10672 Or Acceptable Equal	EACH	EA	\$225.75	Each	\$215.30	NB	NB	NB	NB	NB	EACH	\$193.60	NB
162	15303	Duck Bill, Curb Box Cleaner Repair Kit, Kit For Repair Of Drop Forged Blade For Curb & Valve Box Cleaner. KRAVITCH Kit # DBSRKIT or POLLARD Kit # P52617 The City will specify manufacturer's kit required at time of order.	EACH	EA	\$55.00	Each	\$52.88	NB	NB	NB	NB	NB	EACH	\$47.56	NB
163	15304	6" X 1-1/4" End Curb Box Shut-Off Key For 3/4", 1", And 1-1/4" Curb Stops Made Of 3/4" Round Steel Rod With A 20" Crossbar Or Welded TEE Handle. The Handle Should Have One End Chisel Shaped Or Flat & The Other End Pointed As A Pick For Digging Ice Or Dirt	EACH	EA	\$89.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

Recommended for Award															
164	15305	6" X 2" End Curb Box Shut-Off Key For 1-1/2" And 2" Curb Stops Made Of 3/4" Round Steel Rod With A 20" Crossbar Or Welded TEE Handle. The Handle Should Have One End Chisel Shaped Or Flat & The Other End Pointed As A Pick For Digging Ice Or Dirt	EACH	EA	\$228.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	
165	15306	#1 Curb Box Bolt Wrench Key Ford. Meter Pit Key, STD. PENTAGON #1 POLLARD NO. P54101	EACH	EA	\$18.90	Each	\$13.88	EA	\$13.81	NB	NB	EACH	\$17.81	NB	NB
166	15308	24" Curb Box KEY, #3 Key Ford For STD PENTAGONS Or TEE Head Valves Of Cast Steel With Cadmium Plating For Use With Curb Boxes. Ford Box No. KEY-3-24	EACH	EA	\$51.51	Each	\$38.10	EA	\$38.73	NB	NB	EACH	\$30.18	NB	NB
167	15340	Darby's (Asphalt Spreader)	EACH	EA	NO	NB	NB	NB	NB	NB	NB	NB	NB	NB	
168	15350	Digging Bar 69" Tamp Top. True Temper Or Warren Tamper Top Post Hole Digger No. 49 Forged In 1 Piece From High Carbon Steel, Heat Treated And Tempered. 2-1/2" X 10" BLADE 2-3/8" TAMPER. WARREN NO. 020701	EACH	EA	\$88.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	
169	16356	18" Rolling Head Pry Bar Valve Box	EACH	EA	\$57.00	NB	NB	NB	NB	NB	NB	EACH	\$23.17	NB	NB
170	15870	Sonoscope. Detects The Sound Of Escaping Water In Valves, Hydrants, Meters, Etc. Identifies Costly Leaks. (POLLARD NO. P679)	EACH	EA	\$19.00	Each	\$17.00	NB	NB	NB	NB	EACH	\$15.08	NB	NB
171	15380	1/2" X 12" Cold Chisel. HARGRAVE #210	EACH	EA	\$9.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	
172	15384	5/8" X 6" Cold Chisel. HARGRAVE #201	EACH	EA	\$7.75	NB	NB	NB	NB	NB	NB	NB	NB	NB	
173	15388	1" X 12" Cold Chisel. HARGRAVE #210	EACH	EA	\$18.50	NB	NB	NB	NB	NB	NB	NB	NB	NB	
174	15392	1" X 18" Cold Chisel. HARGRAVE #210	EACH	EA	\$23.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	
Service Line Tubing Tools															
175		3/4" Hammer Type Flaring Tools. Ridgid # 41330	EACH	EA	\$14.40	NB	NB	EA	\$12.01	NB	NB	EACH	\$16.00	NB	NB
176		1" Hammer Type Flaring Tools. Ridgid # 41335	EACH	EA	\$18.18	NB	NB	EA	\$15.15	NB	NB	EACH	\$20.20	NB	NB
177		1-1/4" Hammer Type Flaring Tools. Ridgid # 41340	EACH	EA	\$30.06	NB	NB	EA	\$25.06	NB	NB	NB	NB	NB	NB
178		1-1/2" Hammer Type Flaring Tools. Ridgid # 41345	EACH	EA	\$39.69	NB	NB	EA	\$33.09	NB	NB	EACH	\$82.00	NB	NB
179		2" Hammer Type Flaring Tools. Ridgid # 41350	EACH	EA	\$63.14	NB	NB	EA	\$52.65	NB	NB	EACH	\$98.00	NB	NB
180		Tubing Cutter for 1/4" - 1-1/8" Tubing with thin wheel Ridgid #101, Part No. 40617	EACH	EA	\$20.12	NB	NB	EA	\$16.77	NB	NB	EACH	\$20.81	NB	NB
181		Tubing Cutter for 1/8" - 1" Tubing with thin wheel Ridgid #10, Part No. 32910	EACH	EA	\$25.83	NB	NB	EA	\$21.63	NB	NB	EACH	\$23.30	NB	NB
182		Tubing Cutter for 3/16" - 1-1/8" Tubing with thin wheel Ridgid #15, Part No. 32920	EACH	EA	\$29.61	NB	NB	EA	\$24.69	NB	NB	EACH	\$28.95	NB	NB
183		Tubing Cutter for 5/8" - 2-1/8" Tubing with thin wheel Ridgid #20, Part No. 32930	EACH	EA	\$57.83	NB	NB	EA	\$48.22	NB	NB	EACH	\$56.60	NB	NB
184		Soft Faced Brass 3 pound Brass Hammer Reed #HAM3 06088	EACH	EA	\$59.58	NB	NB	NB	NB	NB	NB	EACH	\$67.20	NB	NB
185		Shave Hooks (Lead) Starbuck #414	EACH	EA	\$33.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	
186		Oval Blade for above Shave Hook Starbuck #158	EACH	EA	\$14.14	NB	NB	NB	NB	NB	NB	NB	NB	NB	
187		3/4" Solid (chip ejecting) threader die with extra-fine threads with two chasers cutting and two chasers for guiding the threads. Chasers should be cast in place not bolted. Reed Cat. No. OSP 3/4, Item Code 05408	EACH	EA	\$49.38	Each	\$43.90	NB	NB	NB	NB	NB	NB	NB	
188		1" Solid (chip ejecting) threader die with extra-fine threads with two chasers cutting and two chasers for guiding the threads. Chasers should be cast in place not bolted. Reed No. OSP 1, Item Code 05410	EACH	EA	\$49.38	Each	\$43.60	NB	NB	NB	NB	NB	NB	NB	
189		1-1/4" Solid (chip ejecting) threader die with extra-fine threads with two chasers cutting and two chasers for guiding the threads. Chasers should be cast in place not bolted. Reed Cat. No. 1SP1-1/4, Item Code 05472	EACH	EA	\$64.81	Each	\$45.50	NB	NB	NB	NB	NB	NB	NB	
190		1-1/2" Solid (chip ejecting) threader die with extra-fine threads with two chasers cutting and two chasers for guiding the threads. Chasers should be cast in place not bolted. Reed Cat. No. 1SP1-1/2, Item Code	EACH	EA	\$71.91	NB	NB	NB	NB	NB	NB	NB	NB	NB	

Recommended for Award														
191	2" Solid (chip ejecting) threader die with extra-line threads with two chasers cutting and two chasers for guiding the threads. Chasers should be cast in place not bolted. Reed Cat. No. 2SP2, Item Code 03534	EACH	EA	\$71.91	Each	\$60.45	NB	NB	NB	NB	NB	NB	NB	NB
192	Scissor Action Cutter for small diameter PE, PB, rubber or nylon tubing Reed Cat. No. SCT1, Item Code 04174	EACH	EA	\$16.71	Each	\$12.60	NB	NB	NB	NB	EACH	\$14.28	NB	NB
193	Blades for above Scissor Cutter Reed Cat. No. SCTB, Item Code 94170	EACH	EA	\$6.56	Each	\$4.95	NB	NB	NB	NB	EACH	\$5.62	NB	NB
<p>Please quote a per item price for the service tools listed above under the price agreement price area these items will be ordered by the stockroom in quantities varying from 5-40 at a time. In addition plumbers may need to pick up other types of small tools used in installing services and related items not listed above. Please quote a discount off of list price good through 12/31/2016 for items not listed herein. % off List Price for Service Tools and Related Items</p>														
PLUMBERS CAULKING IRONS														
194	1/8" Thick Blade Water Main Iron Mephisto #30037	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
195	1/4" Thick Blade Water Main Iron Mephisto #30041	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
196	3/8" Thick Blade Water Main Iron Mephisto #30045	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
197	1/2" Thick Blade Water Main Iron Mephisto #30046	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
198	5/8" Thick Blade Water Main Iron Mephisto #30047	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
199	3/4" Thick Blade Water Main Iron Mephisto #30056	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
200	7/8" Thick Blade Water Main Iron Mephisto #30057	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
201	1/8" Thick Blade Offset Yarning Irons Mephisto #30029	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
202	1/4" Thick Blade Offset Yarning Irons Mephisto #30058	EACH	EA	NB	NB	NB	NB	NB	NB	NB	EACH	\$20.00	NB	NB
<p>Please quote a per item price for the plumber's caulking irons listed above under the price agreement price area these items will be ordered by the stockroom in quantities varying from 1-5 at a time. In addition plumbers may need to pick up other types of caulking irons and related items not listed above. Please quote a discount off of list price good through 12/31/2016 for items not listed herein. % off List Price for Caulking Irons and Related Items</p>														
SLOAN BRAND PARTS														
203	Flush Valve Electronic Module Assembly for Urinals Sloan Part # EBV-146-A-U	EACH	EA	151.2	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
204	Flush Valve Electronic Module Assembly for Water Closets Sloan Part # EBV-146-A-C	EACH	EA	151.2	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
205	Solenoid for Old Style Sloan Optima Flush Valves Sloan Part # EBV-144-A	EACH	EA	17.04	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
206	Solenoid for New Style Sloan Optima Flush Valves Sloan Part # EBV-136-A	EACH	EA	17.04	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
207	Solenoid Valve Module for Faucets Sloan Part # EBF-11-A	EACH	EA	127.65	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
208	Flush Valve Electronic Module Assembly for Urinals Sloan Part # EBV-129-A-U	EACH	EA	101.08	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
209	Flush Valve Electronic Module Assembly for Water Closets Sloan Part # EBV-129-A-C	EACH	EA	101.08	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
210	Metal Cover Assembly w/ Override Button for Flush Valves Sloan Part # EBV60A	EACH	EA	65.54	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
211	Sloan High Back Pressure Vacuum Breaker Sloan Part # V-651-A	EACH	EA	2.15	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
212	Sloan Flex Tube Diaphragm Sloan Part # EBV-1022-A	EACH	EA	.27	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
213	Sloan Flex Tube Diaphragm Sloan Part # EBV-1020-A	EACH	EA	.27	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
214	Sloan Faucet Control Module Assembly Sloan Part # EBF-60-A	EACH	EA	159.54	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

Recommended for Award

In addition plumbers may need to pick up other sizes and styles of valves and related fittings not listed above. Please quote a discount off of list price good through 12/31/2016 for items not listed herein. _____ % off List Price for Sloan brand parts

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: EMS SUPPLIES

Dept/Div.: FIRE / SUPPORT SERVICES AND RESOURCE MANAGEMENT

IFB No.: N16045

Requisition No.: Various

Bids Opened: 11:00 A.M.; 07-7-2016

BIDDER NAME & STREET ADDRESS: No.: CITY: STATE & ZIP: Recommended for Award		1 E.M.M. / Black's Distributor	2 Fastenal Company	3 AMED EQUIP	4 Bound Tree Medical, LLC	5 Horizon Medical Products	6 Horizon Medical Products	7 Midwest Medical Supplies Co. LLC	8 Moore Medical LLC	
		Dayton OH 45417	Dayton OH 45404	Washington Township OH 45459	Dublin OH 43016	Nicholasville KY 40356 OPTION #1	Nicholasville KY 40356 OPTION #2	Earth City MO 63045	Farmington CT 06032	
QUALIFIES FOR CERTIFIED PREFERENCE?		YES	NO	NO	NO	NO	NO	NO	NO	
LOCAL PREFERENCE A FACTOR IN AWARD?		YES	YES	NO	NO	NO	NO	NO	NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	YES							
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	
	PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS									
	Discount off list pricing for good and related supplies not listed		0%	15%	5%	30%	0%	0%	28%	14%
1	Generic Acetaminophen, 325 mg Per Tablet, 250 Tablets/Box, Individual Dosage Packaged. NORTH AYPANAL #161583 OR ACCEPTABLE EQUAL	Each	\$12.15	7.05	\$6.90	\$3.99 Box of 75	NB	NB	5.38	\$9.10
2	Alcohol Prep Pads, 2 Ply, Size Large Packaged 200 To a Box, KENDALL 1320-110 OR ACCEPTABLE EQUAL (Or Acceptable Equal)	Each	\$5.89	\$3.32	\$7.12	\$2.51	NB	NB	\$2.71	\$1.50
3	Crushable Ammonia Inhalant Ampules, 15% Ammonia 35% Alcohol, Box of 100 Ampules. FIRST AID H5041-AMP OR ACCEPTABLE EQUAL	Each	\$33.82	\$3.59	\$29.59	\$16.25	NB	NB	1.86	\$17.21
4	Generic Aspirin, 325 mg Per Tablet/Caplet, 250 Tablets/Box, Individual Dosage Packaged. NORTH 161512 (Or Acceptable Equal)	Each	\$9.40	\$3.09	\$5.50	\$3.99 Box of 75	NB	NB	4.42	\$7.68
5	Generic Ibuprofen, 200 mg Per Tablet/Caplet, 250 Tablets/Box, Individual Dosage Packaged. SWIFT CEDAPRIN #16-6185 NORTH CEDAPRIN #166183 (Or Acceptable Equal)	Each	\$18.71	\$13.55	\$12.01	\$9.28 bx 2Pack 125pk	NB	NB	9.03	\$12.41
6	Beck Airway Airflow Monitor (BAAM), Disposable	Each	\$10.20	NB	\$9.45	5.99	NB	NB	NB	\$6.67
7	1" X 3" Fabric Adhesive Elasticized Bandage, With Non-Adherent Pad, Packaged 100 To a Box. SWIFT #01-6459 OR ACCEPTABLE EQUAL (Or Acceptable Equal)	Each	\$8.29	\$1.30	\$4.90	\$1.33	NB	NB	\$1.47	\$1.54
8	Instant Cold Packs, Unit Packing Containing One Instant Ice Pack For Control of Swelling, Blue labeled /Packaging NORTH #02-06-67 (Or Acceptable Equal)	Each	\$1.97	\$0.97	\$2.00	\$0.24	NB	NB	\$0.73	\$0.43
9	Instant Heat Packs, Unit Packing Containing One Instant Heat, Red Label/Packaging NORTH #710924 OR ACCEPTABLE EQUAL.	Each	\$2.59	\$1.47	\$4.04	\$1.67	NB	NB	\$1.04	\$1.48 Box of 3
10	HEAD-ONS, Disposable cervical spine immobilizer blocks (Or Acceptable Equal)	Each	\$8.20	NB	\$188.14	\$3.76	NB	NB	\$2.50	\$7.00
11	Gauze Pad, Sterile - 3 inch x 3 inch - 100 per Box	Each	\$9.36	\$2.48	\$13.05	\$3.57	NB	NB	\$2.54	\$4.32
12	Gauze Pad, Sterile - 4 inch x 4 inch - 100 per Box	Each	\$12.43	\$4.10	\$11.33	\$5.79	NB	NB	\$4.44	\$6.50
13	Stretch Gauze Rolls (Kling), Sterile - 2 inch	Each	\$3.53	.87	.54	\$2.64	NB	NB	2.20	\$2.04 Box of 12 .017 each
14	Stretch Gauze Rolls (Kling), Sterile - 3 inch	Each	\$4.50	\$2.10	.59	\$3.29	NB	NB	2.58	\$2.30 Box of 12 .019 each
15	Stretch Gauze Rolls (Kling), Sterile - 4 inch	Each	\$5.80	\$2.10	.63	\$3.41	NB	NB	2.75	\$3.31 Box of 12 .028 each
16	Pen Lights, Package of six	Each	\$9.96	NB	\$7.32	\$3.90	NB	\$10.60	\$3.20	\$4.00
17	Instant Glucose, Prepackaged 15G Glucose minimum PERRIGO #0574-0069-30 OR EQUIVALENT	Each	24.68	NB	\$18.76	\$3.99	\$11.00	\$10.50	3.22	\$11.00
18	Microdot Xtra Blood Glucose Monitoring System. NO SUBSTITUTIONS	Each	\$21.23	NB	\$18.47	\$36.57	NB	NB	No Charge with award of strips	\$5.00
19	Glucose Testing Strips - Microdot Xtra Test Strips 50 Per Box NO SUBSTITUTIONS	Each	\$24.98	NB	\$19.75	\$17.06	\$20.00	\$18.50	\$11.05	\$19.94
20	Laryngoscopes - Adult	Each	\$32.86	NB	\$85.00	\$3.89	NB	NB	\$9.23	\$38.75
21	Laryngoscopes - Pediatric	Each	\$32.86	NB	\$85.00	\$3.89	NB	NB	\$9.23	\$38.75
22	Bulbs - For above laryngoscopes	Each	\$3.18	NB	\$4.06	\$1.28	NB	NB	\$1.35	\$8.12

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION													
For: Fire Hydrants and Related Items													
Reg/L/Div.: Various													
Regulation No.: Various													
IFB NO.: 17002N													
BID OPENED: 11/21/2016													
BIDDER No. 1 2 3 4 5													
NAME: American Foundry & Mfg Co. EJ Ferguson HD Supply Waterworks Fortine, Inc.													
CITY: St. Louis West Carrollton Harrison Township Tipp City Agency Chester													
STATE & ZIP: MO 63147 OH 45449 OH 45414 OH 45371 OH 45069													
RECOMMENDED FOR AWARD: x NO NO x NO x													
QUALIFIES FOR LOCAL PREFERENCE? NO NO NO NO NO													
QUALIFIES FOR CERTIFIED PREFERENCE? NO NO NO NO NO													
LOCAL/CERTIFIED PREFERENCE A FACTOR IN AWARD? NO NO NO NO NO													
Item No.	Manufacturer Part No.	Description	Unit of Measure Required	Unit of Measure	Price Agreement								
Group 1													
Fire Hydrants													
1	K81	Fire Hydrant 4'0" Bury	EACH	NB	EA	\$1,584.73	EA	\$1,810.72	EA	\$1,567.80	EA	\$1,569.82	
2	K81	Fire Hydrant 4'5" Bury	EACH	NB	EA	\$1,621.19	EA	\$1,852.78	EA	\$1,604.14	EA	\$1,606.28	
3	K81	Fire Hydrant 5'0" Bury	EACH	NB	EA	\$1,657.99	EA	\$1,894.84	EA	\$1,624.10	EA	\$1,642.75	
4	K81	Fire Hydrant 5'6" Bury	EACH	NB	EA	\$1,694.79	EA	\$1,936.90	EA	\$1,679.00	EA	\$1,679.21	
5	K81	Fire Hydrant 6'0" Bury	EACH	NB	EA	\$1,731.60	EA	\$1,978.96	EA	\$1,713.28	EA	\$1,715.68	
Group 2													
Dresser M & H Style 929 Reliant (AWWA Dry Top, Dry Barrel Compression Type Hydrant Parts													
6		Weather Shield Bolt	EACH	NB	NB			\$9.51		NB	EA	\$9.21	
7	454757R	Stem Nut (Open Right)	EACH	NB	NB			\$197.93		NB	EA	\$191.55	
8	454759	Weather Shield	EACH	NB	NB			\$27.27		NB	EA	\$26.40	
9	210541	Stem Nut Lock Nut	EACH	NB	NB			\$104.04		NB	EA	\$100.69	
10	200372	Ox Fill Plug	EACH	NB	NB					NB			NB
11	45462R	Bonnet	EACH	NB	NB			\$244.88		NB	EA	\$236.96	
12	455065	Stem Stop	EACH	NB	NB			\$28.54		NB	EA	\$27.63	
13	211370	Seal Plate Gaskets	EACH	NB	NB			\$12.68		NB	EA	\$12.28	
14	454070	Seal Plate	EACH	NB	NB			\$77.39		NB	EA	\$74.90	
15	200916	Seal Plate Bolts	EACH	NB	NB			\$5.07		NB	EA	\$4.91	
16	454068	Pumper Nozzle (Dayton Standard Threads)	EACH	NB	NB			\$192.22		NB	EA	\$186.02	
17	201160	Nozzle Lock Pin	EACH	NB	NB			\$1.90		NB	EA	\$1.84	
18	210911	Lock Pin O-Ring	EACH	NB	NB			\$9.51		NB	EA	\$9.21	
19	582012	Pumper Nozzle Cap (Square) (Dayton Standard Threads)	EACH	NB	NB			\$133.22		NB	EA	\$128.93	
20	577000	Upper Stem	EACH	NB	NB			\$128.78		NB	EA	\$124.63	
21		Nozzle Section - Less Nozzle	EACH	NB	NB					NB			NB
22	210645	Ground Flange Gasket	EACH	NB	NB			\$12.68		NB	EA	\$12.28	
23	455081	Breakaway Lug	EACH	NB	NB			\$11.41		NB	EA	\$11.05	
24	200923	Breakaway Joint Bolts	EACH	NB	NB			\$12.68		NB	EA	\$12.28	
25		Nozzel	EACH	NB	NB			\$87.54		NB	EA	\$84.72	
26	201199	Stem Breakaway Bolt	EACH	NB	NB			\$8.24		NB	EA	\$7.98	
27	201198	Stem Breakaway Nut	EACH	NB	NB			\$3.17		NB	EA	\$3.07	
28	454591	Stem Breakaway Coupling	EACH	NB	NB			\$47.58		NB	EA	\$46.05	
29	210681	Lower Stem Seal	EACH	NB	NB			\$5.07		NB	EA	\$4.91	
30	455666	Standpipe	EACH	NB	NB			\$664.22		NB	EA	\$642.80	
31	557511	Main Valve Top Plate	EACH	NB	NB			\$179.53		NB	EA	\$173.75	
32	224110	Drain Valve Facing	EACH	NB	NB			\$8.24		NB	EA	\$7.98	

33	201503	Rivets	EACH			NB		NB	EA	\$1.90			NB	EA	\$1.84
34	210218	Thrust Washer	EACH			NB		NB	EA	\$9.51			NB	EA	\$9.21
35	554064	Seat Ring	EACH			NB		NB	EA	\$272.16			NB	EA	\$263.38
36	210586	Seat Ring Seal (Upper)	EACH			NB		NB	EA	\$22.20			NB	EA	\$21.49
37	210518	Seat Ring Seal (Lower)	EACH			NB		NB	EA	\$11.41			NB	EA	\$11.06
38	224009	Main Valve	EACH			NB		NB	EA	\$47.58			NB	EA	\$46.05
39	454070	Bottom Plate	EACH			NB		NB	EA	\$19.03			NB	EA	\$18.42
40	210219	Lock Ring	EACH			NB		NB	EA	\$12.68			NB	EA	\$12.28
41	455135	Cap Nut	EACH			NB		NB	EA	\$19.03			NB	EA	\$18.42
42	210581	Lower Stem Seal	EACH			NB		NB	EA	\$5.07			NB	EA	\$4.91
43	574012	Hose Nozzle Cap (Square) (Dayton Standard Thread)	EACH			NB		NB	EA	\$55.19			NB	EA	\$53.41
44	454095	Hose Nozzle (Dayton Standard Thread)	EACH			NB		NB	EA	\$87.54			NB	EA	\$84.72
45	211370	Seal Plate O-Rings	EACH			NB		NB	EA	\$5.07			NB	EA	\$4.91
46		Upper Stem Sleeve	EACH			NB		NB					NB		NB
47		Stem Sleeve O-Ring	EACH			NB		NB					NB		NB
48	200918	Bonnet Bolts	EACH			NB		NB	EA	\$8.24			NB	EA	\$7.98
49		Extension Kit (with 8 Lugs) - 6"	EACH			NB		NB	EA	\$355.87			NB	EA	\$344.39
50		Extension Kit (with 8 Lugs) - 12"	EACH			NB		NB	EA	\$415.48			NB	EA	\$402.08
51		Extension Kit (with 8 Lugs) - 18"	EACH			NB		NB	EA	\$471.48			NB	EA	\$458.27
52		Extension Kit (with 8 Lugs) - 24"	EACH			NB		NB	EA	\$512.12			NB	EA	\$495.61
53		Extension Kit (with 6 Lugs) - 6"	EACH			NB		NB					NB		NB
54		Extension Kit (with 6 Lugs) - 12"	EACH			NB		NB					NB		NB
55		Extension Kit (with 6 Lugs) - 18"	EACH			NB		NB					NB		NB
56		Extension Kit (with 6 Lugs) - 24"	EACH			NB		NB					NB		NB
57		Repair Kit (with 8 Lugs) - 6"	EACH			NB		NB	EA	\$203.22			NB	EA	\$196.67
58		Repair Kit (with 8 Lugs) - 12"	EACH			NB		NB					NB		NB
59		Repair Kit (with 8 Lugs) - 18"	EACH			NB		NB					NB		NB
60		Repair Kit (with 8 Lugs) - 24"	EACH			NB		NB					NB		NB
Group 3															
Kennedy Guardian K-81-A Parts															
61	K8101	Alumite Fitting	EACH			NB		NB	EA	\$4.44			NB	EA	\$4.30
62	K8102	Operating Stem Nut (Open Height) (Square)	EACH			NB		NB	EA	\$154.16			NB	EA	\$149.19
63	K8103	Disk Shield	EACH			NB		NB	EA	\$24.10			NB	EA	\$23.33
64	K8104	Stem Lock Nut	EACH			NB		NB	EA	\$47.58			NB	EA	\$46.05

65	K8105	O-Ring	EACH			NB		NB	EA	\$6.97			NB	EA	\$6.75
66	K8106	Thrust Washer	EACH			NB		NB	EA	\$2.53			NB	EA	\$2.46
67	K8107	Hydrant Cap (Square 4-Sided) 5" (Dayton Standard Thread)	EACH			NB		NB	EA	\$244.88			NB	EA	\$236.98
68	K8108	Cap Bolts & Nuts	EACH			NB		NB	EA	\$6.34			NB	EA	\$1.84
69	K8109	Cap Gasket	EACH			NB		NB	EA	\$13.95			NB	EA	\$13.51
70	K8110	Stem Ferrule	EACH			NB		NB	EA	NB			NB	NB	NB
71	K8111	O-Ring	EACH			NB		NB	EA	\$5.70			NB	EA	\$5.53
72	K8112	O-Ring	EACH			NB		NB	EA	NB			NB	NB	NB
73	K8113	Test Plug	EACH			NB		NB	EA	NB			NB	NB	NB
74	K8114	Upper Stem	EACH			NB		NB	EA	\$141.47			NB	EA	\$136.91
75	K8115	Upper Barrel	EACH			NB		NB	EA	\$690.87			NB	EA	\$668.58
76	K8116	Stem Breaking Coupling	EACH			NB		NB	EA	\$68.51			NB	EA	\$66.31
77	K8117	Upper Coupling Pin	EACH			NB		NB	EA	\$11.41			NB	EA	\$11.05
78	K8118	Bolts & Nuts	EACH			NB		NB	EA	\$8.87			NB	EA	\$3.07
79	K8119	Standpipe Breaking Ring	EACH			NB		NB	EA	\$36.79			NB	EA	\$35.61
80	K8120	Standpipe O-Ring	EACH			NB		NB	EA	\$13.95			NB	EA	\$13.51
81	K8121	Hair Pin Clips	EACH			NB		NB		NB			NB	NB	NB
82	K8122	Lower Coupling Pin	EACH			NB		NB	EA	\$11.41			NB	EA	\$11.05
83	K8123	Lower Stem	EACH			NB		NB	S' & BELOW	\$141.47			NB	EA	\$136.91
84	K8124	Lower Barrel	EACH			NB		NB	S' & BELOW	\$690.87			NB	EA	\$668.58
85	K8125	Elbow Gasket	EACH			NB		NB	EA	\$13.95			NB	EA	\$13.51
86	K8126A	O-Ring for 5-1/4 Hydrant	EACH			NB		NB	EA	\$7.61			NB	EA	\$7.37
87	K8127	Seat Ring Insert	EACH			NB		NB		NB			NB	NB	NB
88	K8128	Seat Ring	EACH			NB		NB	EA	\$201.10			NB	EA	\$194.62
89	K8129	Drain Tube	EACH			NB		NB	EA	\$4.44			NB	EA	\$4.30
90	K8130	O-Ring	EACH			NB		NB	EA	\$7.61			NB	EA	\$7.37

91	K8131	Main Valve	EACH			NB		NB	EA	\$113.55			NB	EA	\$108.90
92	K8132	Bottom Plate	EACH			NB		NB	EA	\$65.34			NB	EA	\$63.24
93	K8133	Drain Valve Pin	EACH			NB		NB	EA	\$11.41			NB	EA	\$11.05
94	K8136	Main Drain	EACH			NB		NB	EA	\$177.63			NB	EA	\$171.90
95	K8137	Bottom Plate/Drain Valve facing with inspection	EACH			NB		NB	EA	\$15.86			NB	EA	\$15.35
96	K8141	Nozzle Retainer Screw	EACH			NB		NB	EA	\$4.44			NB	EA	\$4.30
97	K8142	Hose Nozzle (Dayton Standard Thread)	EACH			NB		NB	2-1/2" NOZZLE	\$87.54			NB	EA	\$84.72
98	K8144	Nozzle Cap (Square) (Dayton Standard Thread)	EACH			NB		NB	2-1/2" NOZZLE	\$55.19			NB	EA	\$53.41
99	K8145	O-Ring	EACH			NB		NB	EA	\$3.17			NB	EA	\$3.07
100	K8146	Allen Head Set Screw	EACH			NB		NB	EA	\$3.17			NB	EA	\$3.07
101	K8147	Seat Removal Wrench	EACH			NB		NB	EA	\$286.11			NB	EA	\$276.89
102	K8148	Nozzle Removal Tool	EACH			NB		NB	2-1/2" NOZZLE	\$94.52			NB	EA	\$91.48
103	K8149	Collision Repair Kit for 5-1/4"	EACH			NB		NB	EA	\$160.77			NB	EA	\$155.59
104	K8150	Hydrant Extension 6"	EACH			NB		NB	EA	\$355.41			NB	EA	\$343.95

105	K8150	Hydrant Extension 12"	EACH		NB		NB	EA	\$415.00		NB	EA	\$401.64
106	K8150	Hydrant Extension 18"	EACH		NB		NB	EA	\$471.00		NB	EA	\$455.84
107	K8150	Hydrant Extension 24"	EACH		NB		NB	EA	\$511.67		NB	EA	\$495.17
Group 4													
American Foundry & Manufacturing Co. Dry Top Traffic Model Compression Fire Hydrant with 2- Piece Standpipe - Breakable Flange Clamps and Breakable Stem Coupling (Valve Opening Size 5-1/4")													
108	1	Wrench Nut (Square)	EACH	• EACH	\$30.00		NB		NB		NB		NB
109	1a	Socket Head Cap Screw	EACH	• EACH	\$4.62		NB		NB		NB		NB
110	3	Stem Nut (Open Right)	EACH	• EACH	\$87.80		NB		NB		NB		NB
111	3a	Upper Thrust Washer	EACH	• EACH	\$5.78		NB		NB		NB		NB
112	3b	Lower Thrust Washer	EACH	• EACH	\$5.78		NB		NB		NB		NB
113	4-odt	Top Cap	EACH	• EACH	\$47.35		NB		NB		NB		NB
114	4a	Top Cap Nuts	EACH	• EACH	\$6.95		NB		NB		NB		NB
115	5-odt	Hold Down Ring	EACH	• EACH	\$36.96		NB		NB		NB		NB
116	5a-odt	O-Rings	EACH	• EACH	\$7.50		NB		NB		NB		NB
117	5b	Hold Down Ring Bolts and Nuts	EACH	• EACH	\$7.50		NB		NB		NB		NB
118	8-odt	Cover Plate	EACH	• EACH	\$65.84		NB		NB		NB		NB
119	9	Cover Plate Gasket	EACH	• EACH	\$6.95		NB		NB		NB		NB
120	10	Cover Plate Bolts & Nuts	EACH	• EACH	\$5.78		NB		NB		NB		NB
121	11	Hose Nozzle (Dayton Standard Thread)	EACH	• EACH	\$55.44		NB		NB		NB		NB
122	12	Hose Nozzle Cap	EACH	• EACH	\$28.88		NB		NB		NB		NB
123	15	Steamer Nozzle (Dayton Standard Thread)	EACH	• EACH	\$80.25		NB		NB		NB		NB
124	16	Steamer Nozzle Cap (Square) (Dayton Standard Thread)	EACH	• EACH	\$45.05		NB		NB		NB		NB
125	19a	Upper Stem Section Steel with 19-B Br, Upper Stem Ferrule	EACH	• EACH	\$64.68		NB		NB		NB		NB
126	19b	Upper Stem Ferrule	EACH	• EACH	\$28.88		NB		NB		NB		NB
127	20	Upper Standpipe Section	EACH	• EACH	\$296.00		NB		NB		NB		NB
128	21	Breakable Stem Coupling with two #21P Steel pins & Four #21CR copper rivets	EACH	• EACH	\$49.68		NB		NB		NB		NB
129	22	Center Flange Gasket	EACH	• EACH	\$6.96		NB		NB		NB		NB
130	23b	Flange Clamp Bolts & Nuts	EACH	• EACH	\$9.24		NB		NB		NB		NB
131	23c	Breakable Flange Clamps	EACH	• EACH	\$9.24		NB		NB		NB		NB
132	24	Lower Stem Section Steel with 1 24a Stem Pins	EACH	• EACH	\$72.78		NB		NB		NB		NB
133	24a	Stem Pins	EACH	• EACH	\$2.31		NB		NB		NB		NB
134	25	Lower Standpipe Section	EACH	• EACH	\$358.00		NB		NB		NB		NB
135	26	Plunger Head	EACH	• EACH	\$110.88		NB		NB		NB		NB
136	27	Drain Valve Facing Unit	EACH	• EACH	\$102.80		NB		NB		NB		NB
137	28	Retainer Ring	EACH	• EACH	\$101.64		NB		NB		NB		NB
138	32	Seat Ring	EACH	• EACH	\$101.64		NB		NB		NB		NB
139	34	Valve	EACH	• EACH	\$60.00		NB		NB		NB		NB
140	35	Follow Plate	EACH	• EACH	\$34.65		NB		NB		NB		NB
141	36	Washer	EACH	• EACH	NB		NB		NB		NB		NB
142	37	Valve Stem Nut	EACH	• EACH	\$17.35		NB		NB		NB		NB

143	37x	Valve Stem Cap Nut	EACH	• EACH	\$20.80		NB		NB		NB		NB
144	38d	Drain Bushing	EACH	• EACH	NB		NB		NB		NB		NB
145	39A	Extension Section Kit - 6"	EACH	• EACH	\$318.78		NB		NB		NB		NB
146	39A	Extension Section Kit - 12"	EACH	• EACH	\$355.74		NB		NB		NB		NB
147	39A	Extension Section Kit - 18"	EACH	• EACH	\$414.66		NB		NB		NB		NB
148	39A	Extension Section Kit - 24"	EACH	• EACH	\$449.00		NB		NB		NB		NB
Group 5:													
Muelter Co. Centurion Fire Hydrant													
Parts (5-1/4")													
149	A-1	Operating Nut (Square)	EACH		NB		NB		NB	• EA	\$154.00		NB
150	A-2	Weather Cap	EACH		NB		NB		NB	• EA	\$25.00		NB

151	A-3	Hold Down Nut O-Ring	EACH		NB			NB	EA	\$5.99			NB
152	A-4	Hold Down Nut	EACH		NB			NB	EA	\$49.00			NB
153	A-5	Bonnet O-Ring	EACH		NB			NB	EA	\$6.00			NB
154	A-6	Anti-Friction Washer	EACH		NB			NB	EA	\$2.25			NB
155	A-7	Oil Filler plug	EACH		NB			NB	EA	\$3.87			NB
156	A-8	Bonnet	EACH		NB			NB	EA	\$231.51			NB
157	A-9	Bonnet Bolt & Nut	EACH		NB			NB	EA	\$10.20			NB
158	A-10	Bonnet Gasket	EACH		NB			NB	EA	\$12.48			NB
159	A-11	Upper Stem	EACH		NB			NB	EA	\$134.68			NB
160	A-12	Stem O-Rings	EACH		NB			NB	EA	\$10.52			NB
161	A-13	Nozzle Locks (Pumper & Hose)	EACH		NB			NB	EA	\$3.25			NB
162	A-14	Pumper Nozzle (Dayton Standard Threads)	EACH		NB			NB	EA	\$171.92			NB
163	A-16	Pumper Nozzle O-Ring	EACH		NB			NB	EA	\$10.52			NB
164	A-17	Pumper Nozzle Cap (Square) (Dayton Standard Thread)	EACH		NB			NB	EA	\$135.00			NB
165	A-18	Hose Nozzle (Dayton Standard Thread)	EACH		NB			NB	EA	\$55.45			NB
166	A-20	Hose Nozzle O-Ring	EACH		NB			NB	EA	\$8.77			NB
167	A-21	Hose Nozzle Cap (Square) (Dayton Standard Thread)	EACH		NB			NB	EA	\$58.00			NB
168	A-24	Upper Barrel w/o or less nozzles	EACH		NB			NB	EA	\$767.11			NB
169	A-25	Safety Stem Coupling	EACH		NB			NB	EA	\$59.00			NB
170	A-26	Safety Flange Bolt & Nut	EACH		NB			NB	EA	\$12.20			NB

171	A-27	Safety Flange Gasket	EACH		NB			NB			NB	\$18.48			NB
172	A-28	Safety Flange	EACH		NB			NB			NB	\$62.09			NB
173	A-29	Cotter Pins	EACH		NB			NB			NB	\$2.21			NB
174	A-30	Clevis Pins	EACH		NB			NB			NB	\$9.61			NB
175	A-34	Drain Valve Facing	EACH		NB			NB			NB	\$7.77			NB
176	A-35	Drain Valve Facing Screw	EACH		NB			NB			NB	\$4.21			NB
177	A-36	Upper Valve Plate	EACH		NB			NB			NB	\$141.62			NB
178	A-38	Drain Ring Housing Gasket	EACH		NB			NB			NB	\$19.93			NB
179	A-39	Top Seat Ring O-Ring	EACH		NB			NB			NB	\$7.53			NB
180	A-40	Drain Ring Housing Gasket	EACH		NB			NB			NB	\$79.76			NB
181	A-41	Drain Bolt & Nut	EACH		NB			NB			NB	\$8.20			NB
182	A-42	Drain Ring	EACH		NB			NB			NB	\$72.55			NB
183	A-43	Seat Ring	EACH		NB			NB			NB	\$207.18			NB
184	A-44	Bottom Seat Ring O-Ring	EACH		NB			NB			NB	\$10.52			NB
185	A-45	Main Valve	EACH		NB			NB			NB	\$123.22			NB
186	A-46	Lower Valve Plate	EACH		NB			NB			NB	\$20.23			NB

187	A-47	Cap Nut Seal	EACH		NB			NB			\$3.11			NB
188	A-48	Lock Washer	EACH		NB			NB			\$5.87			NB
189	A-49	Cap Nut	EACH		NB			NB			\$15.46			NB
190	A-51	Hydrant Lubricating Oil	EACH		NB			NB			\$15.77			NB
191	A-85	Weather Seal	EACH		NB			NB			\$7.03			NB
192	#4	Repair (Collision) Kit for 5-1/4 Hydrant Safety Flange	EACH		NB			NB			\$151.50			NB
193	#3	Main Valve Repair Kit	EACH		NB			NB			\$350.61			NB
194	#1	Bonnet Repair Kit	EACH		NB			NB			\$55.96			NB
195		Extension Kit - 6"	EACH		NB			NB			\$362.39			NB
196		Extension Kit - 12"	EACH		NB			NB			\$426.41			NB
197		Extension Kit - 18"	EACH		NB			NB			\$493.19			NB
198		Extension Kit - 24"	EACH		NB			NB			\$560.28			NB
Group 6														
Clow Medallion Hydrant Repair Parts:														
199	M-1	Operating Nut O-Ring	EACH		NB	EACH	\$7.38		NB				EACH	4.77
200	M-2	Operating Nut Thrust Bearings	EACH		NB	EACH	\$1.64		NB				EACH	1.06
201	M-3	Operating Nut	EACH		NB	EACH	\$140.14		NB				EACH	90.63
202	M-4	Upper Stem Jam Nut	EACH		NB	EACH	\$18.03		NB				EACH	11.66
203	M-5	Upper Stem Sleeve	EACH		NB	EACH	\$160.62		NB					NB
204	M-6	Upper Stem Sleeve O-Ring	EACH		NB	EACH	\$0.85		NB				EACH	0.53
205	M-7	Upper Stem	EACH		NB	EACH	\$160.62		NB				EACH	103.88
206	M-8	Upper Stem Pin	EACH		NB	EACH	\$9.00		NB				EACH	5.83
207	M-9	Safety Coupling Cotter Pins	EACH		NB	EACH	\$0.85		NB				EACH	0.53
208	M-10	Safety Stem Coupling	EACH		NB	EACH	\$49.99		NB				EACH	32.33
209	M-11	Safety Coupling Pins	EACH		NB	EACH	\$4.10		NB				EACH	\$2.65
210	M-12	Lower Stem	EACH		NB	EACH	\$160.62		NB				EACH	103.88
211	M-13	Lower Stem Pin	EACH		NB	EACH	\$9.00		NB				EACH	5.83
212	M-15	Drain Valve Facing Screw	EACH		NB	EACH	\$0.85		NB				EACH	0.53
213	M-16	Drain Valve Vacing	EACH		NB	EACH	\$7.38		NB				EACH	\$4.77
214	M-17	Upper Valve Plate	EACH		NB	EACH	\$211.42		NB				EACH	198.74
215	M-18	Seat Ring Upper O-Ring	EACH		NB	EACH	\$9.83		NB				EACH	6.36
216	M-19	Seat Ring	EACH		NB	EACH	\$381.88		NB				EACH	246.98
217	M-20	Seat Ring Lower O-Ring	EACH		NB	EACH	\$6.56		NB				EACH	4.24
218	M-21	Main Valve	EACH		NB	EACH	\$64.74		NB				EACH	41.87
219	M-22	Lower Valve Plate Lockwasher	EACH		NB	EACH	\$2.46		NB				EACH	1.59
220	M-24	Lower Valve Plate	EACH		NB	EACH	\$242.55		NB				EACH	109.18
221	M-25	Weather Cap Hold Down Screw	EACH		NB	EACH	\$0.85		NB				EACH	0.53
222	M-26	Weather Cap	EACH		NB	EACH	\$40.98		NB				EACH	\$26.50
223	M-27	Thrust Nut	EACH		NB	EACH	\$112.26		NB				EACH	72.61
224	M-28	Thrust Nut O-Ring	EACH		NB	EACH	\$0.85		NB				EACH	0.53
225	M-29	Bonnet Bolts & Nuts	EACH		NB	EACH	\$1.70		NB				EACH	2.12
226	M-30	Bonnet	EACH		NB	EACH	\$318.33		NB				EACH	204.58
227	M-31	Stem O-Rings	EACH		NB	EACH	\$0.85		NB				EACH	0.53

228	M-32	Bonnet O-Ring	EACH		NB	EACH	\$3.28		NB		NB	• EACH	2.12
229	M-46	Safety Flange Bolts & Nuts	EACH		NB	EACH	\$4.92		N/B		NB	• EACH	6.36
230	M-47	Safety Flange O-Rings	EACH		NB	EACH	\$3.28		N/B		NB	• EACH	2.12
231	M-48	Barrel Upper Flange	EACH		NB	EACH	\$115.54		N/B		NB	• EACH	74.73
232	M-49	Safety Flange	EACH		NB	EACH	\$60.68		N/B		NB	• EACH	38.16
Group 7													
American Darling Repair Parts for B-													
Operating N/A (Square) (Open Right)													
(Dayton Standard Thread)													
233	84-1		EACH		NB		NB	• EA	\$217.35		NB		NB
234	84-2-1	Cover O-Ring	EACH		NB		NB	• EA	\$8.66		NB		NB
235	84-2-2	Housing O-Ring	EACH		NB		NB	• EA	\$8.66		NB		NB
236	84-4-4	Thrust Washer	EACH		NB		NB	• EA	\$9.45		NB		NB
237	84-5-3	Pipe Plug	EACH		NB		NB	• EA	\$6.30		NB		NB
238	84-7-5	Tamperpool Weather cover	EACH		NB		NB	• EA	\$115.76		NB		NB
239	84-7-7	Weather Cover w/ Weather Shield open right	EACH		NB		NB	• EA	\$82.68		NB		NB
240	84-9	Housing Cover	EACH		NB		NB	• EA	\$67.72		NB		NB
241	84-11-2	Housing Cover Cap Screw	EACH		NB		NB	• EA	\$6.30		NB		NB
242	84-13	Housing Cover Gasket	EACH		NB		NB	• EA	\$8.66		NB		NB
243	84-14	Housing Gasket	EACH		NB		NB	• EA	\$8.66		NB		NB
244	84-15	Housing	EACH		NB		NB	• EA	\$259.08		NB		NB

245	84-16	Housing Bolt and Nut	EACH		NB		NB	EA	\$6.30		NB		NB
246	84-18-9	Upper Barrel - 2 Hose & 1 Steamer Outlet	EACH		NB		NB	EA	\$606.57		NB		NB
247		Upper Barrel - 2 Hose Outlets	EACH		NB		NB	EA	\$561.48		NB		NB
248	84-19-SR	Lower Barrel - 5' Trench	EACH		NB		NB	EA	\$895.38		NB		NB
249		Add or Deduct for each 6' variance in Trench	EACH		NB		NB	EA	\$23.62		NB		NB
250	84-20-3	Hose Nozzle - Amlok	EACH		NB		NB	EA	\$108.67		NB		NB
251	84-20-4	Hose Nozzle O-Ring	EACH		NB		NB	EA	\$8.66		NB		NB
252	84-20-5	Hose Nozzle Spacer O-Ring	EACH		NB		NB	EA	\$8.66		NB		NB
253	84-21	Hose Nozzle Cap	EACH		NB		NB	EA	\$91.35		NB		NB
254	84-22	Hose Cap Gasket	EACH		NB		NB	EA	\$6.30		NB		NB
255	84-23-1	Nozzle Cap Chain	EACH		NB		NB	EA	\$14.17		NB		NB
256	84-24-3	Nozzle Set Screw	EACH		NB		NB	EA	\$4.72		NB		NB
257	84-24-4	Nozzle Internal Set Screw	EACH		NB		NB	EA	\$4.72		NB		NB
258	84-24-5	Nozzle Internal Set Screw	EACH		NB		NB	EA	\$4.72		NB		NB
259	84-25-3	Steamer Nozzle - Amlok	EACH		NB		NB	EA	\$308.70		NB		NB
260	84-25-4	Steamer Nozzle O-Ring	EACH		NB		NB	EA	\$9.45		NB		NB
261	84-25-5	Steamer Nozzle Spacer O-Ring	EACH		NB		NB	EA	\$9.45		NB		NB
262	84-26	Steamer Nozzle Cap	EACH		NB		NB	EA	\$157.50		NB		NB
263	84-27	Steamer Cap Gasket	EACH		NB		NB	EA	\$8.66		NB		NB
264	84-29-13	Non-Breakable Flange	EACH		NB		NB	EA	\$67.72		NB		NB
265	84-29-14-1	Snap Ring (2 required)	EACH		NB		NB	EA	\$22.83		NB		NB
266	84-29-30	Traffic Model Rod Coupling	EACH		NB		NB	EA	\$61.42		NB		NB
267	84-29-40	Non-Traffic Rod Coupling (for Extension Kit)	EACH		NB		NB	EA	\$61.42		NB		NB
268	84-29-31	Rod Coupling Pin and Cotter Pins	EACH		NB		NB	EA	\$8.66		NB		NB
269	84-29-45	Breakable Flange	EACH		NB		NB	EA	\$61.42		NB		NB
270	84-30-03	Spring	EACH		NB		NB	EA	\$91.35		NB		NB
271	84-30-04	Spring Plate	EACH		NB		NB	EA	\$9.45		NB		NB
272	84-30-06	Travel Stop Nut opener	EACH		NB		NB	EA	\$31.28		NB		NB
273	84-30-07	Spring Plate Pin	EACH		NB		NB	EA	\$9.45		NB		NB
274	84-30-11	Upper Rod opener	EACH		NB		NB	EA	\$181.91		NB		NB
275	84-30-12	Lower Rod - 5' Trench	EACH		NB		NB	EA	\$219.71		NB		NB
276		Add or Deduct for each 6' variance in Trench	EACH		NB		NB	EA	\$6.30		NB		NB
277	84-31	Drain Lever	EACH		NB		NB	EA	\$165.37		NB		NB
278	84-35-02	Hydrant Seat w/O-Rings	EACH		NB		NB	EA	\$377.21		NB		NB
279	84-36-1	Seat O-Ring	EACH		NB		NB	EA	\$15.75		NB		NB
280	84-37	Drain Ring	EACH		NB		NB	EA	\$334.68		NB		NB
281	84-38	Drain Ring Gasket	EACH		NB		NB	EA	\$8.66		NB		NB
282	84-38-1	Barrel Gasket	EACH		NB		NB	EA	\$8.66		NB		NB
283	84-39	Base Bolt and Nut	EACH		NB		NB	EA	\$9.45		NB		NB
284	84-39-9	Barrel Bolt and Nut	EACH		NB		NB	EA	\$9.45		NB		NB
285	84-40	Valve Top	EACH		NB		NB	EA	\$72.45		NB		NB

286	84-40-4	Cotter Pin	EACH		NB		NB	EA	\$4.72		NB		NB
287	84-41	Hydrant Valve	EACH		NB		NB	EA	\$94.50		NB		NB
288	84-42	Valve Bottom	EACH		NB		NB	EA	\$101.58		NB		NB
289	84-46-2	4" Flanged Base	EACH		NB		NB	EA	\$548.10		NB		NB
290		6" Flanged Base	EACH		NB		NB	EA	\$589.83		NB		NB
291	84-46-5	4" Mechanical Joint Base Less Accessories	EACH		NB		NB	EA	\$620.55		NB		NB
292		6" Mechanical Joint Base Less Accessories	EACH		NB		NB	EA	\$679.61		NB		NB
293	84-46-TY	6" Tylon Base	EACH		NB		NB	EA	\$589.83		NB		NB
294	84-144	Weather Shield	EACH		NB		NB	EA	\$9.45		NB		NB
295	84-145	Rod Sleeve	EACH		NB		NB	EA	\$27.56		NB		NB
296	84-146	Sleeve O-Ring	EACH		NB		NB	EA	\$4.72		NB		NB
297	84-147	Seal Wrench	EACH		NB		NB	EA	\$243.33		NB		NB
298	84-149	Hose Nozzle Wrench	EACH		NB		NB	EA	\$96.07		NB		NB
299	84-150	Pumper Nozzle Wrench	EACH		NB		NB	EA	\$118.12		NB		NB
300		Operating Wrench	EACH		NB		NB	EA	\$82.68		NB		NB
301		Storz Nozzle Adjustable Wrench	EACH		NB		NB	EA	\$217.35		NB		NB
302		Tamperproof Cover Wrench	EACH		NB		NB	EA	\$195.30		NB		NB
303		Travel Stop Nut Wrench	EACH		NB		NB	EA	\$65.36		NB		NB
Group 8													
U. S. Metropolitan 250 M94 - 5-1/4"													
304	1	Operating Nut	EACH		NB		NB				NB		NB
305	2	Operating Nut Seal	EACH		NB		NB				NB		NB
306	3	Operating Nut Locking Pin	EACH		NB		NB				NB		NB
307	4	Lubricant	EACH		NB		NB				NB		NB
308	5	Travel Stop Nut	EACH		NB		NB				NB		NB
309	6	Hold Down Nut	EACH		NB		NB				NB		NB
310	7	Hold Down Nut Screw	EACH		NB		NB				NB		NB
311	8	Bonnet (Open Right)	EACH		NB		NB				NB		NB
312	9	Bonnet Locking Screw	EACH		NB		NB				NB		NB
313	10	Bonnet Seal	EACH		NB		NB				NB		NB
314	11	Travel Stop Washer	EACH		NB		NB				NB		NB
315	12	Bonnet-Revolving Nut "O" Rings	EACH		NB		NB				NB		NB
316	13	Revolving Nut (Specify Direction)	EACH		NB		NB				NB		NB
317	24	Rod Upper, (Specify Direction) Including Sheath w/O-Ring, Rod Pin - Shear Proof (Open Right)	EACH		NB		NB				NB		NB
318	25	Standpipe Upper	EACH		NB		NB				NB		NB
319	26	Valve Rod Coupling (Frangible)	EACH		NB		NB				NB		NB
320	27	Coupling Retaining Rings	EACH		NB		NB				NB		NB
321	28	Rod Coupling Pins	EACH		NB		NB				NB		NB
322	29	Standpipe Coupling Seal	EACH		NB		NB				NB		NB
323	30	SP. Coupling Halves (Frangible)	EACH		NB		NB				NB		NB
324	31	Standpipe Coupling Bolt & Nut	EACH		NB		NB				NB		NB
325	39	Drain Valve Facing	EACH		NB		NB				NB		NB
326	40	Guide Plate	EACH		NB		NB				NB		NB
327	42	Seat Ring	EACH		NB		NB				NB		NB
328	43	Seat Ring O-Ring	EACH		NB		NB				NB		NB
329	44	Man Valve	EACH		NB		NB				NB		NB
330	45	Valve Bottom Plate	EACH		NB		NB				NB		NB
331	658655	Safety Flange Repair Kit	EACH		NB		NB				NB		NB
332	2631	Collision Kit for 5-1/4 Hydrant	EACH		NB		NB				NB		NB
Group 9													
Eddy Fire Hydrant Repair Parts													
333	1	Hold Down Cap Screw	EACH		NB	Each	\$5.74		NB		NB	EA	\$3.71
334	2	Operating Nut (Square) (Open Right)	EACH		NB	Each	\$23.76		NB		NB	EA	\$15.37
335	3	Packing Nut	EACH		NB	Each	\$48.89		NB		NB	EA	\$30.74
336	5	Cover	EACH		NB	Each	\$316.32		NB		NB	EA	\$204.58
337	7	Swivel Ring	EACH		NB	Each	\$81.13		NB		NB	EA	\$52.47
338	9	Pumper Nozzle (Dayton Standard Threads)	EACH		NB	Each	\$248.29		NB		NB	EA	\$160.59
339	11	Pumper Nozzle Cap (Square) (Dayton Standard Threads)	EACH		NB	Each	\$172.08		NB		NB	EA	\$111.30
340	16	2-1/2" Hose Nozzle (Dayton Standard Threads)	EACH		NB	Each	\$113.08		NB		NB	EA	\$73.14
341	17	2-1/2" Hose Nozzle Cap (Square) (Dayton Standard Threads)	EACH		NB	Each	\$71.29		NB		NB	EA	\$46.11
342	19	Upper Stem	EACH		NB	Each	\$266.32		NB		NB	EA	\$172.25

343	20	Standpipe	EACH		NB	Each	5' - \$1172.63		NB		NB	• EACH	\$758.43
344	21-A	Valve Plate	EACH		NB		NB		NB		NB	•	NB
345	22A	O-Rings	EACH		NB	Each	\$6.56		NB		NB	• EACH	\$4.24
346	24	Valve Rubber	EACH		NB	Each	\$59.42		NB		NB	• EACH	\$38.16
347	25	Seat Ring	EACH		NB	Each	\$73.75		NB		NB	• EACH	\$47.70
348	26	Throttle Ring	EACH		NB	Each	\$225.34		NB		NB	• EACH	\$145.75
349	27A	Thrust Washer	EACH		NB	Each	\$20.49		NB		NB	• EACH	\$13.25
350	28A	Snap Ring	EACH		NB	Each	\$9.83		NB		NB	• EACH	\$6.36
351	29A	Lower Stem	EACH		NB	Each	\$227.82		NB		NB	• EACH	\$147.34
352	30	Stem Wedge	EACH		NB		NB		NB		NB	•	NB
353	31	Stem Wedge Screw	EACH		NB		NB		NB		NB	•	NB
354	32	Lock Nut	EACH		NB	Each	\$5.74		NB		NB	• EACH	3.71
355	33	Drain Spool	EACH		NB	Each	\$37.69		NB		NB	• EACH	24.38
356	34	Drain Lever	EACH		NB	Each	\$45.89		NB		NB	• EACH	29.68
357	35	Lever Pin	EACH		NB	Each	\$5.74		NB		NB	• EACH	3.71
358	36	Clevis & Nut	EACH		NB	Each	\$37.69		NB		NB	• EACH	24.38
359	37	Drain Support	EACH		NB	Each	\$92.60		NB		NB	• EACH	59.89
360	38	Drain Rod 4'	EACH		NB	Each	\$95.88		NB		NB	• EACH	62.01
361	38	Drain Rod 4'6"	EACH		NB	Each	\$104.89		NB		NB	• EACH	67.84
362	38	Drain Rod 5'	EACH		NB	Each	\$113.90		NB		NB	• EACH	73.67
363	38	Drain Rod 5'6"	EACH		NB	Each	\$122.92		NB		NB	• EACH	\$79.50
364	38	Drain Rod 6'	EACH		NB	Each	\$131.93		NB		NB	• EACH	85.33
366	39	Drain Valve Backer	EACH		NB	Each	\$5.74		NB		NB	• EACH	3.71
366	40	Drain Valve Rubber	EACH		NB	Each	\$5.74		NB		NB	• EACH	3.71
367	41	Drain Cup	EACH		NB	Each	\$36.88		NB		NB	• EACH	23.85
368	42	Retaining Nut	EACH		NB	Each	\$5.74		NB		NB	• EACH	3.71
369	46	Stem Coupling	EACH		NB	Each	\$88.50		NB		NB	• EACH	57.24
370	47	Stem Coupling Pin	EACH		NB	Each	\$4.10		NB		NB	• EACH	2.65
371	48	Middle Stem	EACH		NB	Each	5' \$48.35		NB		NB	• EACH	31.27
372	49	Break Flange	EACH		NB	Each	\$127.83		NB		NB	• EACH	41.34
373	50	Break Flange Bolts & Nuts	EACH		NB	Each	\$38.52		NB		NB	• EACH	24.91
374	51	Break Coupling	EACH		NB	Each	\$66.38		NB		NB	• EACH	42.93
375		(Includes Manuf. Part Nos.:13, 14, 30, 31, 32, 33, 34, 35, 36, 37, 46, 47, 49, 50, 51).	EACH		NB	Each	OEMS298.28		NB		NB	• EACH	140.83
Group 10													
Mueller Drilling Machine D-5, Model No. 1													
Repair Parts													
376		Mueller D-5 Drilling Machine per attached Specifications	EACH		NB		NB		NB		NB	•	\$1,447.37
377	502026	Pivot Arm Spring	EACH		NB		NB		NB		NB	•	\$12.67
378	502027	Rollpin	EACH		NB		NB		NB		NB	•	\$1.97
379	502025	Pivot Arm	EACH		NB		NB		NB		NB	•	\$38.13
380	502029	Lock Nut	EACH		NB		NB		NB		NB	•	\$9.93
381	502028	Operating Screw	EACH		NB		NB		NB		NB	•	\$5.75
382	50133	Washers (2)	EACH		NB		NB		NB		NB	•	\$2.15
383	79745	Retaining Screws (2)	EACH		NB		NB		NB		NB	•	\$3.41

384	580948	Feed Tube & Yoke Complete	EACH		NB		NB		NB	*	\$500.00		NB
385	51458	O-Rings	EACH		NB		NB		NB	*	\$3.19		NB
388	51377	Packing Gland	EACH		NB		NB		NB	*	\$81.36		NB
387	46029	Retaining Nut	EACH		NB		NB		NB	*	\$0.75		NB
388	48130	Friction Coller Rollpin	EACH		NB		NB		NB	*	\$3.12		NB
389	580810	Friction Coller	EACH		NB		NB		NB	*	\$120.00		NB
390	88368	Cutting Grease	EACH		NB		NB		NB	*	\$13.65		NB
391	503141	Boring Bar	EACH		NB		NB		NB	*	\$299.44		NB
392	580945	Boring Bar	EACH		NB		NB		NB	*	\$402.74		NB
393	33278	Body Gasket	EACH		NB		NB		NB	*	\$3.26		NB
394	38758	Body	EACH		NB		NB		NB	*	\$455.55		NB
395	85308	Ratchet Handle	EACH		NB		NB		NB	*	\$274.00		NB
396	40007	Spring	EACH		NB		NB		NB	*	\$9.39		NB
397	50051	Detent	EACH		NB		NB		NB	*	\$9.98		NB
398	59810	Detent Spring	EACH		NB		NB		NB	*	\$2.83		NB
399	305006	Detent Screw	EACH		NB		NB		NB	*	\$2.83		NB
400	40006	Spring Pin	EACH		NB		NB		NB	*	\$9.38		NB
401	40004	Ratchet Dog	EACH		NB		NB		NB	*	\$25.28		NB
402	40137	Ratchet Wheel	EACH		NB		NB		NB	*	\$47.85		NB
Group 11													
D-5 Drilling Machine Drills & Holders													
403	83143	Tungsten Carbide Tipped Drill Size 15/16"	EACH		NB		NB		NB	*	\$492.00		NB
404	37032	Holder for Tungsten Carbide Tipped Drill Size	EACH		NB		NB		NB	*	\$221.00		NB
405	83144	Tungsten Carbide Tipped Drill Size 1-7/16"	EACH		NB		NB		NB	*	\$964.00		NB
406	33318	Holder for Tungsten Carbide Tipped Drill Size	EACH		NB		NB		NB	*	\$170.00		NB
407	83193	Tungsten Carbide Tipped Drill Size 1-7/8"	EACH		NB		NB		NB	*	\$1,500.00		NB
408	33314	Holder for Tungsten Carbide Tipped Drill Size	EACH		NB		NB		NB	*	\$138.00		NB
Group 12													
Muesler Drilling Machine Adapter Nipples for Service Connections													
409	45385	with Muesler Copper Service Thread Outlet for 1-1/4	EACH		NB		NB		NB	*	\$129.12		NB
410	501947	with Muesler Copper Service Thread Outlet for 1-1/2	EACH		NB		NB		NB	*	\$129.12		NB
411	508201	with Muesler Copper Service Thread Outlet for 2"	EACH		NB		NB		NB	*	\$183.00		NB
Group 13													
412		Muesler B101 Drilling Machine per attached Specifications	EACH		NB		NB		NB	*	\$2,587.18		NB
Group 14													
Muesler Drilling & Tapping Machine (B101) Parts List													
413	83847	Boring Bar Thrust Collar	EACH		NB		NB		NB	*	\$49.00		NB
414	48130	Retaining Pin	EACH		NB		NB		NB	*	\$4.12		NB
415	580909	Boring Bar Complete	EACH		NB		NB		NB	*	\$451.00		NB
416	88368	Cutting Grease	EACH		NB		NB		NB	*	\$14.36		NB
417	500693	Knock Out Pin	EACH		NB		NB		NB	*	\$19.50		NB
418	502022	Boring Bar	EACH		NB		NB		NB	*	\$391.23		NB
419	500708	2-Chain Hook Nuts	EACH		NB		NB		NB	*	\$29.36		NB
420	48130	Retaining Pin	EACH		NB		NB		NB	*	\$3.12		NB

421	500692	Bearing	EACH		NB		NB		NB	*		\$56.38		NB
422	500707	2-Chain Hook Washers	EACH		NB		NB		NB	*		\$9.14		NB
423	500683	Chain Yoke	EACH		NB		NB		NB	*		\$114.08		NB
424	79745	Chain Yoke Retaining Screw	EACH		NB		NB		NB	*		\$3.41		NB
425	500780	12" Chain	EACH		NB		NB		NB	*		\$87.05		NB
426	500691	Bearing Sleeve	EACH		NB		NB		NB	*		\$45.00		NB
427	500709	2-Chain Hooks	EACH		NB		NB		NB	*		\$47.69		NB
428	500682	Cylinder	EACH		NB		NB		NB	*		\$213.81		NB
429	83843	By Pass Valve Complete	EACH		NB		NB		NB	*		\$71.40		NB
430	50133	2-Washers	EACH		NB		NB		NB	*		\$5.15		NB
431	500668	Lever Handle	EACH		NB		NB		NB	*		\$19.46		NB
432	500666	Valve Stem	EACH		NB		NB		NB	*		\$52.75		NB
433	500670	Valve Body O-Ring	EACH		NB		NB		NB	*		\$9.65		NB
434	78833	By Pass Valve Gasket	EACH		NB		NB		NB	*		\$3.41		NB
435	590611	Feed Nut And Yoke Complete	EACH		NB		NB		NB	*		\$263.24		NB
436	79289	2-Boring Bar O-Ring	EACH		NB		NB		NB	*		\$5.83		NB
437	500669	Handle Nut	EACH		NB		NB		NB	*		\$5.77		NB
438	500667	Valve Stem Retaining Nut	EACH		NB		NB		NB	*		\$19.77		NB
439	500851	Detent Pin	EACH		NB		NB		NB	*		\$9.04		NB
440	59810	Spring	EACH		NB		NB		NB	*		\$3.83		NB
441	305008	Screw	EACH		NB		NB		NB	*		\$3.83		NB
442	590610	Friction Collar	EACH		NB		NB		NB	*		\$113.83		NB
443	41301	Valve Stem Packing	EACH		NB		NB		NB	*		\$3.12		NB
444	500672	Valve Gate Arm	EACH		NB		NB		NB	*		\$41.17		NB
445	72827	Spring	EACH		NB		NB		NB	*		\$18.01		NB
446	46280	Handle Screw Knob	EACH		NB		NB		NB	*		\$15.15		NB
447	501081	Handle Screw Knob	EACH		NB		NB		NB	*		\$41.75		NB
448	302576	Lock Screw	EACH		NB		NB		NB	*		\$3.41		NB
449	502027	Rollpin	EACH		NB		NB		NB	*		\$1.97		NB
450	502025	Pivot Arm	EACH		NB		NB		NB	*		\$29.00		NB
451	502028	Pivot Arm Spring	EACH		NB		NB		NB	*		\$9.67		NB
452	502028	Operating Screw	EACH		NB		NB		NB	*		\$5.85		NB
453	502029	Lock Nut	EACH		NB		NB		NB	*		\$9.93		NB
454	97795	Chain Yoke Retaining Screw	EACH		NB		NB		NB	*		\$6.84		NB
455	500673	Rubber Gate Washer	EACH		NB		NB		NB	*		\$678.97		NB
456	52165	Lock Washer	EACH		NB		NB		NB	*		\$0.63		NB
457	50369	Pipe Plug	EACH		NB		NB		NB	*		\$8.98		NB
458	500675	Lock Screw	EACH		NB		NB		NB	*		\$5.84		NB
459	502048	Valve Body	EACH		NB		NB		NB	*		\$317.57		NB
460	500678	Lock Nut	EACH		NB		NB		NB	*		\$9.58		NB
461	500671	Valve Gate	EACH		NB		NB		NB	*		\$41.73		NB

462	561648	Blow-Off Valve	EACH		NB		NB		NB	*		\$45.98		NB
463	500686	Oil Hole Plug	EACH		NB		NB		NB	*		\$5.09		NB
464	500685	Feed Sleeve & Cap	EACH		NB		NB		NB	*		\$255.03		NB
465	40066	Small Saddle Gasket	EACH		NB		NB		NB	*		\$8.00		NB
466	500687	Wiper Ring	EACH		NB		NB		NB	*		\$13.00		NB
467	40067	Large Saddle Gasket	EACH		NB		NB		NB	*		\$29.00		NB
468	500687	Cap Packing	EACH		NB		NB		NB	*		\$9.00		NB
469	H-603	Electric Power Operator for B100	EACH		NB		NB		NB	*		\$2,644.33		NB
470	680539	3/4" Combined Drill and Tap with AWWA Taper Thread for A-C	EACH		NB		NB		NB	*		\$148.17		NB
471	680540	1" Combined Drill and Tap with AWWA Taper Thread for A-C	EACH		NB		NB		NB	*		\$194.00		NB
Inserting Tools for Corporation Stops for B101 Machine														
472	680600	3/4"	EACH		NB		NB		NB	*		\$122.56		NB
473	680601	1"	EACH		NB		NB		NB	*		\$147.52		NB
474	680602	1-1/4"	EACH		NB		NB		NB	*		\$429.89		NB
Drilling Tapping Machine Machine Saddles for Use with B101														
475	75810	3" Pipe O.D. 3.50 - 4.00	EACH		NB		NB		NB	*		\$40.00		NB
476	75812	4" Pipe O.D. 4.38 - 5.00	EACH		NB		NB		NB	*		\$40.00		NB
477	75815	6" Pipe O.D. 6.44 - 7.13	EACH		NB		NB		NB	*		\$40.00		NB
478	75817	8" Pipe O.D. 8.00 - 9.50	EACH		NB		NB		NB	*		\$40.00		NB
479	40074	10" Pipe O.D. 10.00 - 11.83	EACH		NB		NB		NB	*		\$40.00		NB
480	75821	12" Pipe O.D. 11.00 - 14.50	EACH		NB		NB		NB	*		\$40.00		NB
481	75835	14" Pipe O.D. 14.00 - 17.38	EACH		NB		NB		NB	*		\$40.00		NB
482	75836	16" Pipe O.D. 16.00 - 19.38	EACH		NB		NB		NB	*		\$40.00		NB
483	75837	18" Pipe O.D. 17.00 - 21.13	EACH		NB		NB		NB	*		\$40.00		NB
484	75204	20" Pipe O.D. 19.00 - 27.13	EACH		NB		NB		NB	*		\$40.00		NB
485	75838	24" Pipe O.D. 21.00 - 29.13	EACH		NB		NB		NB	*		\$40.00		NB
488	75839	30-36" Pipe O.D. 26.00 - 41.00	EACH		NB		NB		NB	*		\$40.00		NB
487	75840	42" Pipe O.D. 26.00 - 47.00	EACH		NB		NB		NB	*		\$40.00		NB
488	75841	48" Pipe O.D. 32.00 - 77.00	EACH		NB		NB		NB	*		\$40.00		NB
Tapping Drills for B101 Machine - Reed No. DT100, Code 04391														
489		1"	EACH		NB		NB		NB	*		\$198.00		NB
490		3/4"	EACH		NB		NB		NB	*		\$147.00		NB
Group 15 Mueller Drilling Machines (C1-36-96002) Parts List														
491	508438	Thrust Washer	EACH		NB		NB		NB	*		\$21.00		NB
492	54545	Dowel	EACH		NB		NB		NB	*		\$4.00		NB
493	508433	Rear Cover	EACH		NB		NB		NB	*		\$338.00		NB
494	33080	Gasket	EACH		NB		NB		NB	*		\$5.00		NB
495	55569	Thrust Bearing	EACH		NB		NB		NB	*		\$99.00		NB
496	54630	Bushing	EACH		NB		NB		NB	*		\$17.00		NB
497	55567	Feed Screw Gear	EACH		NB		NB		NB	*		\$587.00		NB
498	96873	Set Screw	EACH		NB		NB		NB	*		\$8.00		NB
499	55584	Drive Tube Gear	EACH		NB		NB		NB	*		\$746.00		NB

500	54425	Thrust Washer	EACH		NB		NB		NB	*		\$102.74		NB
501	98928	Cotter Pin	EACH		NB		NB		NB	*		\$2.19		NB
502	55601	Feed Screw Nut	EACH		NB		NB		NB	*		\$5.34		NB
503	88150	Crank	EACH		NB		NB		NB	*		\$355.86		NB
504	508432	Oil Seal	EACH		NB		NB		NB	*		\$10.77		NB
505	504333	Screw	EACH		NB		NB		NB	*		\$2.65		NB
506	58958	Set Screw	EACH		NB		NB		NB	*		\$3.18		NB
507	54433	Lock Nut	EACH		NB		NB		NB	*		\$69.00		NB
508	501074	Idle Pinion	EACH		NB		NB		NB	*		\$220.00		NB
509	54471	Idle Spacer	EACH		NB		NB		NB	*		\$12.00		NB
510	54432	Idle Pinion Driver	EACH		NB		NB		NB	*		\$394.46		NB
511	54470	Idle Shaft	EACH		NB		NB		NB	*		\$145.00		NB
512	54469	Drive Key	EACH		NB		NB		NB	*		\$140.00		NB
513	63477	Pin	EACH		NB		NB		NB	*		\$2.61		NB
514	54538	Pin	EACH		NB		NB		NB	*		\$25.00		NB
515	54702	Ball Detent	EACH		NB		NB		NB	*		\$2.15		NB
516	99022	Set Screw	EACH		NB		NB		NB	*		\$3.69		NB
517	55610	Spring	EACH		NB		NB		NB	*		\$11.00		NB
518	508434	Oil Seal	EACH		NB		NB		NB	*		\$3.00		NB
519	508435	Oil Seal Retainer	EACH		NB		NB		NB	*		\$16.00		NB
520	95257	Screw	EACH		NB		NB		NB	*		\$0.54		NB
521	92375	Screw	EACH		NB		NB		NB	*		\$3.00		NB
522	88481	Torque Tube	EACH		NB		NB		NB	*		\$3,206.54		NB
523	54466	Key	EACH		NB		NB		NB	*		\$7.00		NB
524	33923	Drive Tube	EACH		NB		NB		NB	*		\$1,848.00		NB
525	300190	Key	EACH		NB		NB		NB	*		\$3.15		NB
526	64134	Plug	EACH		NB		NB		NB	*		\$3.64		NB
527	55098	Cap Screw	EACH		NB		NB		NB	*		\$3.15		NB
528	54445	Key	EACH		NB		NB		NB	*		\$6.96		NB
529	33404	Feed Nut	EACH		NB		NB		NB	*		\$155.72		NB
530	54418	Washer	EACH		NB		NB		NB	*		\$18.00		NB
531	63914	Boring Bar	EACH		NB		NB		NB	*		\$3,592.00		NB
532	54513	Bolt	EACH		NB		NB		NB	*		\$18.00		NB
533	61707	Nut	EACH		NB		NB		NB	*		N/B		NB
534	52182	Screw	EACH		NB		NB		NB	*		\$3.15		NB
535	54482	Key	EACH		NB		NB		NB	*		\$49.00		NB
536	96225	Key	EACH		NB		NB		NB	*		\$3.41		NB
537	43964	Feed Screw	EACH		NB		NB		NB	*		\$468.00		NB
538	54426	Thrust Washer	EACH		NB		NB		NB	*		\$89.00		NB
539	507160	Drive Shaft	EACH		NB		NB		NB	*		\$156.00		NB
540	90472	Set Screw	EACH		NB		NB		NB	*		\$7.00		NB

541	507162	Rollpin	EACH		NB		NB		NB	*		\$0.98		NB
542	54472	Thrust Washer	EACH		NB		NB		NB	*		\$49.00		NB
543	94852	Nut	EACH		NB		NB		NB	*		\$3.19		NB
544	501157	Oil Seal	EACH		NB		NB		NB	*		\$9.08		NB
545	54439	Top Bearing	EACH		NB		NB		NB	*		NB		NB
546	507181	Worm Gear	EACH		NB		NB		NB	*		\$2,878.00		NB
547	54488	Pivot	EACH		NB		NB		NB	*		\$45.00		NB
548	55098	Screw	EACH		NB		NB		NB	*		\$3.15		NB
549	72484	Latch Stud	EACH		NB		NB		NB	*		\$9.00		NB
550	80111	Handle	EACH		NB		NB		NB	*		\$196.00		NB
551	55467	Top Bearing Gasket	EACH		NB		NB		NB	*		\$7.00		NB
552	508440	Drive Box	EACH		NB		NB		NB	*		\$1,890.00		NB
553	55541	Ball Bearing	EACH		NB		NB		NB	*		\$221.00		NB
554	55478	Bottom Bearing Gasket	EACH		NB		NB		NB	*		\$9.00		NB
555	54443	Bottom Bearing Gasket	EACH		NB		NB		NB	*		\$531.00		NB
556	55583	Worm Gear	EACH		NB		NB		NB	*		\$3,402.00		NB
557	54487	Key	EACH		NB		NB		NB	*		\$9.00		NB
558	55609	Casket	EACH		NB		NB		NB	*		\$15.00		NB
559	54134	Plug	EACH		NB		NB		NB	*		\$3.00		NB
560	98957	Set Screw	EACH		NB		NB		NB	*		\$8.00		NB
561	56882	Bolt and Nut	EACH		NB		NB		NB	*		\$9.00		NB
562	55409	Washer	EACH		NB		NB		NB	*		\$5.00		NB
563	55449	Gasket	EACH		NB		NB		NB	*		\$11.00		NB
564	508429	O-Ring	EACH		NB		NB		NB	*		\$3.00		NB
565	44245	Convex Follower	EACH		NB		NB		NB	*		\$32.00		NB
566	98000	Spring	EACH		NB		NB		NB	*		\$24.00		NB
567	47092	Rollpin	EACH		NB		NB		NB	*		\$0.41		NB
568	501158	Wiper Ring	EACH		NB		NB		NB	*		\$27.61		NB
569	508430	O-Ring	EACH		NB		NB		NB	*		\$1.14		NB
570	508427	Spacer	EACH		NB		NB		NB	*		\$118.00		NB
571	45115	Packing Ring	EACH		NB		NB		NB	*		\$12.00		NB
572	52182	Glend Seal	EACH		NB		NB		NB	*		\$8.00		NB
573	501151	Packing Gland	EACH		NB		NB		NB	*		\$472.00		NB
574	99023	Set Screw	EACH		NB		NB		NB	*		\$3.00		NB
575	54651	Knob	EACH		NB		NB		NB	*		\$15.00		NB
576	54446	Cover Plate	EACH		NB		NB		NB	*		\$107.00		NB
577	37804	Screw	EACH		NB		NB		NB	*		\$3.00		NB
578	33084	Shield	EACH		NB		NB		NB	*		\$34.00		NB
579	36361	Plunger	EACH		NB		NB		NB	*		\$6.00		NB
580	36362	Spring	EACH		NB		NB		NB	*		\$18.00		NB
581	36360	Body	EACH		NB		NB		NB	*		\$9.00		NB

582	36359	Detent Knob	EACH		NB		NB		NB	*		\$9.00		NB
583	88366	Cutting Grease	EACH		NB		NB		NB	*		\$15.00		NB
584	56392	Pin	EACH		NB		NB		NB	*		\$3.00		NB
585	97783	Set Screw	EACH		NB		NB		NB	*		\$2.00		NB
586	54523	Wheel	EACH		NB		NB		NB	*		\$45.00		NB
587	54518	Indicator Body	EACH		NB		NB		NB	*		\$617.45		NB
588	53747	Knob Pin	EACH		NB		NB		NB	*		\$3.00		NB
589	54454	Knob	EACH		NB		NB		NB	*		\$35.00		NB
590	54549	Thrust Washer	EACH		NB		NB		NB	*		\$6.00		NB
591	501073	Indicator Nut	EACH		NB		NB		NB	*		\$39.00		NB
592	33083	Spring	EACH		NB		NB		NB	*		\$18.00		NB
593	501077	Indicator Screw	EACH		NB		NB		NB	*		\$261.67		NB
594	H-600	Air Power Operator (this item includes following parts: H-601, 83600, 560815)	EACH		NB		NB		NB	*		\$5,147.47		NB
595	H-608	Hydraulic Power Operator Attaches to C138	EACH		NB		NB		NB	*		NB		NB
Group 1B														
Muesler Drilling Machines (CC-25) Parts List														
596	33090	Thrust Washer	EACH		NB		NB		NB	*		\$25.00		NB
597	54545	Dowel	EACH		NB		NB		NB	*		\$3.00		NB
598	508433	Rear Cover	EACH		NB		NB		NB	*		\$328.93		NB
599	33080	Gasket	EACH		NB		NB		NB	*		\$6.00		NB
600	55569	Thrust Bearing	EACH		NB		NB		NB	*		\$94.51		NB
601	54630	Bushing	EACH		NB		NB		NB	*		\$19.00		NB
602	55567	Feed Screw Gear	EACH		NB		NB		NB	*		\$754.00		NB
603	98873	Set Screw	EACH		NB		NB		NB	*		\$8.00		NB
604	55564	Drive Tube Gear	EACH		NB		NB		NB	*		\$737.45		NB
605	54425	Thrust Washer	EACH		NB		NB		NB	*		\$102.58		NB
606	98928	Cotter Pin	EACH		NB		NB		NB	*		\$3.19		NB
607	55601	Feed Screw Nut	EACH		NB		NB		NB	*		\$5.34		NB
608	88150	Crank	EACH		NB		NB		NB	*		\$364.00		NB
609	508432	Rear Oil Seal	EACH		NB		NB		NB	*		\$10.77		NB
610	93287	Screw	EACH		NB		NB		NB	*		\$3.65		NB
611	98956	Set Screw	EACH		NB		NB		NB	*		\$4.18		NB
612	54433	Lock Nut	EACH		NB		NB		NB	*		\$70.66		NB
613	55446	Idler Pinion	EACH		NB		NB		NB	*		\$373.00		NB
614	54471	Idler Spacer	EACH		NB		NB		NB	*		\$12.19		NB
615	55432	Idler Pinion Driver	EACH		NB		NB		NB	*		\$404.04		NB
616	54470	Idler Shaft	EACH		NB		NB		NB	*		\$145.37		NB
617	54469	Dive Key	EACH		NB		NB		NB	*		\$141.37		NB
618	63477	Pin	EACH		NB		NB		NB	*		\$1.91		NB
619	54538	Pin	EACH		NB		NB		NB	*		\$23.42		NB
620	54702	Ball Detent	EACH		NB		NB		NB	*		\$3.15		NB
621	99022	Set Screw	EACH		NB		NB		NB	*		\$4.69		NB

622	55610	Spring	EACH		NB		NB		NB	•	\$12.00		NB
623	501155	Oil Seal	EACH		NB		NB		NB	•	\$3.62		NB
624	33082	Oil Seal Retainer	EACH		NB		NB		NB	•	\$12.00		NB
625	37805	Screw	EACH		NB		NB		NB	•	\$3.25		NB
626	92375	Screw	EACH		NB		NB		NB	•	\$3.15		NB
627	88199	Torque Tube	EACH		NB		NB		NB	•	\$3,877.57		NB
628	54466	Key	EACH		NB		NB		NB	•	\$7.00		NB
629	55561	Drive Tube	EACH		NB		NB		NB	•	\$1,361.00		NB
630	300190	Key	EACH		NB		NB		NB	•	\$3.15		NB
631	84134	Plug	EACH		NB		NB		NB	•	\$3.64		NB
632	55098	Cap Screw	EACH		NB		NB		NB	•	\$3.15		NB
633	54445	Key	EACH		NB		NB		NB	•	\$6.00		NB
634	55546	Feed Nut	EACH		NB		NB		NB	•	\$100.00		NB
635	54418	Washer	EACH		NB		NB		NB	•	\$15.00		NB
636	89094	Boring Bar	EACH		NB		NB		NB	•	\$1,553.00		NB
637	54513	Bolt	EACH		NB		NB		NB	•	\$25.00		NB
638	81702	Nut	EACH		NB		NB		NB	•	\$7.00		NB
639	52182	Screw	EACH		NB		NB		NB	•	\$3.15		NB
640	54482	Key	EACH		NB		NB		NB	•	\$51.00		NB
641	96225	Key	EACH		NB		NB		NB	•	\$4.00		NB
642	55565	Feed Screw	EACH		NB		NB		NB	•	\$384.00		NB
643	63842	Thrust Washer	EACH		NB		NB		NB	•	\$25.00		NB
644	508431	Oil Seal	EACH		NB		NB		NB	•	\$11.00		NB
645	90472	Set Screw	EACH		NB		NB		NB	•	\$6.00		NB
646	47092	Rollpin	EACH		NB		NB		NB	•	\$0.41		NB
647	63848	Eyebolt Plug	EACH		NB		NB		NB	•	\$45.00		NB
648	55449	Gasket	EACH		NB		NB		NB	•	\$11.00		NB
649	508430	Boring Bar Seal	EACH		NB		NB		NB	•	\$2.00		NB
650	45115	Packing Ring	EACH		NB		NB		NB	•	\$12.00		NB
651	96000	Spring	EACH		NB		NB		NB	•	\$25.00		NB
652	501158	Wiper Ring	EACH		NB		NB		NB	•	\$29.00		NB
653	55098	Cap Screw	EACH		NB		NB		NB	•	\$3.15		NB
654	54428	Thrust Washer	EACH		NB		NB		NB	•	\$122.00		NB
655	63844	Bevel Gear	EACH		NB		NB		NB	•	N/B		NB
656	56682	Bolt Nut	EACH		NB		NB		NB	•	\$8.00		NB
657	55409	Washer	EACH		NB		NB		NB	•	\$4.00		NB
658	508428	Drive Box	EACH		NB		NB		NB	•	\$5,657.00		NB
659	508427	Seal Retainer & Spacer	EACH		NB		NB		NB	•	\$99.00		NB
660	54443	Bottom Bearing Gasket	EACH		NB		NB		NB	•	\$511.83		NB
661	55563	Worm Gear	EACH		NB		NB		NB	•	\$3,866.00		NB
662	52182	Gland Seal	EACH		NB		NB		NB	•	\$9.00		NB

663	63845	Bevel Pinion	EACH		NB			NB	*		\$1,125.00		NB
664	44245	Convex Follower	EACH		NB			NB	*		\$40.00		NB
665	501151	Packing Gland	EACH		NB			NB	*		\$582.00		NB
666	99023	Set Screw	EACH		NB			NB	*		\$3.83		NB
667	54551	Knob	EACH		NB			NB	*		\$15.00		NB
668	54446	Cover Plate	EACH		NB			NB	*		\$125.00		NB
669	37804	Screw	EACH		NB			NB	*		\$3.15		NB
670	33084	Shield	EACH		NB			NB	*		\$35.00		NB
671	36361	Plunger	EACH		NB			NB	*		\$9.00		NB
672	36362	Spring	EACH		NB			NB	*		\$19.00		NB
673	36360	Body	EACH		NB			NB	*		\$9.00		NB
674	36359	Detent Knob	EACH		NB			NB	*		\$7.00		NB
675	88366	Cutting Grease	EACH		NB			NB	*		\$15.00		NB
676	56392	Pin	EACH		NB			NB	*		\$2.00		NB
677	97763	Set Screw	EACH		NB			NB	*		\$2.00		NB
678	54523	Wheel	EACH		NB			NB	*		\$45.00		NB
679	54816	Indicator Body	EACH		NB			NB	*		\$623.45		NB
680	53747	Knob Pin	EACH		NB			NB	*		\$3.15		NB
681	54454	Knob	EACH		NB			NB	*		\$46.00		NB
682	54549	Thrust Washer	EACH		NB			NB	*		\$8.00		NB
683	54519	Indicator Nut	EACH		NB			NB	*		\$40.00		NB
684	33063	Spring	EACH		NB			NB	*		\$20.00		NB
685	54517	Indicator Screw	EACH		NB			NB	*		\$267.78		NB
Group 17													
Muller Drilling Machines Shell Cutters and													
Drills and Hubs:													
All Shell cutters shall have reindexable carbide teeth that can easily be replaced out in the field without welding. MTS Carbide Indexable Shell Cutter or acceptable equal.													
					field without welding			field without welding MTS		field without welding		field without welding	field without welding: MTS Carbide Indexable
686		3-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 832202 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$595.00		NB
687		4" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 50818, FOR MUELLER MODEL NOS 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$595.00		NB
688		5-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 63740 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$285.00		NB
689		6" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 54501 FOR MUELLER MODEL NOS 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$247.00		NB
690		7-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 83739 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$315.00		NB
691		8" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 54653, FOR MUELLER MODEL NOS 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$296.50		NB
692		9-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 84240 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$347.70		NB
693		10" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 54661, FOR MUELLER MODEL NOS 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$342.00		NB
694		11-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 83107 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$353.00		NB
695		12" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 54491, FOR MUELLER MODEL NOS 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$529.90		NB
696		14-1/2" Cut Shell Cutter With Carbide Reindexable Teeth, HUB NO. 83911 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB			NB	*	each	\$7,890.75		NB

697	17-1/2" Cut Shell Cutter With Carbide Reindeerlike Teeth, HUB NO. 85883 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB		NB		NB	• each	\$12,382.36		NB
698	18-1/2" Cut Shell Cutter With Carbide Reindeerlike Teeth, HUB NO. 83915 FOR MUELLER MODEL NOS. 36-1, 36-3, 25-3.	EACH		NB		NB		NB	• each	\$12,469.48		NB
Repair Parts for above Shell Cutters:												
699	CARTRIDGE MTS NO. 1216-2 (Bkd in Unit of 1 Each)	EACH		NB		NB		NB				NB
700	SCREW MTS NO. 1216-3 (Bkd in Unit of 10 Each)	EACH		NB		NB		NB				NB
701	INSERT SCREW 1216-4 (Bkd in Unit of 10 Each)	EACH		NB		NB		NB				NB
702	CARBIDE INSERT 1216-1 (Bkd in Unit of 10 Each)	EACH		NB		NB		NB				NB
703	SCREW DRIVER 1216-5 (Bkd in Unit of 1 Each)	EACH		NB		NB		NB				NB
Hubs to be used with above Shell Cutters:												
704	Hub No. 832202	EACH		NB		NB		NB	•	\$594.00		NB
705	Hub No. 50816	EACH		NB		NB		NB	•	\$530.91		NB
706	Hub No. 63740	EACH		NB		NB		NB	•	\$311.00		NB
707	Hub No. 54501	EACH		NB		NB		NB	•	\$270.00		NB
708	Hub No. 63739	EACH		NB		NB		NB	•	\$316.00		NB
709	Hub No. 54653	EACH		NB		NB		NB	•	\$296.00		NB
710	Hub No. 64240	EACH		NB		NB		NB	•	\$363.00		NB
711	Hub No. 54661	EACH		NB		NB		NB	•	\$356.00		NB
712	Hub No. 33107	EACH		NB		NB		NB	•	\$369.00		NB
713	Hub No. 54491	EACH		NB		NB		NB	•	\$564.00		NB
714	Hub No. 83911	EACH		NB		NB		NB	•	\$7,732.93		NB
715	Hub No. 85883	EACH		NB		NB		NB	•	\$12,382.36		NB
716	Hub No. 83915	EACH		NB		NB		NB	•	\$12,500.00		NB
Tungsten Carbide Tipped Pilot Drills that can be used on both ductile iron and concrete should be bid on the following items. Mueller brand or:												
717	Pilot Drill 83201 that can be used with 3-1/2" and 4" (full cut) shell cutters	EACH		NB		NB		NB	•	\$621.00		NB
718	Pilot Drill 74869 that can be used with 6" (Full cut) shell cutters.	EACH		NB		NB		NB	•	\$300.00		NB
719	Pilot Drill 74870 that can be used with 8" (Full cut) shell cutters	EACH		NB		NB		NB	•	\$209.00		NB
720	Pilot Drill 83137 that can be used with 9-1/2" and 10" (full cut) shell cutters.	EACH		NB		NB		NB	•	\$635.00		NB
721	Pilot Drill 36338 that can be used with 11-1/2" and 12" (full cut) shell cutters.	EACH		NB		NB		NB	•	\$310.00		NB
722	Pilot Drill 83910 that can be used with 14-1/2" and 16" (full cut) shell cutters.	EACH		NB		NB		NB	•	\$563.00		NB
723	Pilot Drill 83918 that can be used with 17-1/2", 18-1/2" and 18" (full cut) shell cutters.	EACH		NB		NB		NB	•	\$883.73		NB



City Manager's Report

From **5610 - Human Resources**

Date **December 28, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$22,705,100.00**

Name **Anthem Blue Cross & Blue Shield**

Address **975 Centre Point Dr., Suite 200
West Chester, OH 45069-4891**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Healthcare Self Insurance	63000-5610-1182-62	\$19,200,100.00
	63000-5610-1183-62	\$988,000.00
	63000-5610-1184-62	\$2,517,000.00

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

Description

GROUP HEALTH INSURANCE CONTRACT

This contract renewal is to continue with Anthem health insurance for the City's high deductible health plan for approximately 1815 full-time and part-time City employees. The above total includes the expected maximum costs for the Administrative Fee and the Stop Loss fees for the twelve month period.

The term of this renewal is from January 1, 2017 through December 31, 2017.

The Law Department has reviewed the current Administrative Services Agreement and Amendment, and the Stop Loss Policy and Amendment and approved both as to form and correctness.

A Certificate of Funds is attached for \$22,705,100.00.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT17-0641

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	\$ 22,705,100.00
Initial Encumbrance	\$ 22,705,100.00
Remaining Commission Approval	
Original CT/CF	16-0641
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation

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

<p>Claims Amount: \$ <u>19,200,100.00</u> Sequence #1</p> <p>Fund Code <u>63000 - 5610 - 1182 - 62 - XXXX - XXXX</u> Fund Org Acct Prog Act Loc</p>	<p>Adm Fees Amount: \$ <u>988,000.00</u> Sequence #2</p> <p>Fund Code <u>63000 5610 - 1183 - 62 - XXXX - XXXX</u> Fund Org Acct Prog Act Loc</p>
<p>Stop Loss Amount: \$ <u>2,517,000.00</u> Sequence #3</p> <p>Fund Code <u>63000 - 5610 - 1184 - 62 - XXXX - XXXX</u> Fund Org Acct Prog Act Loc</p>	<p>Amount: _____</p> <p>Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> Fund Org Acct Prog Act Loc</p>

Attach additional pages for more FOAPALS

Vendor Name: Anthem Blue Cross & Blue Shield

Vendor Address: 975 Centre Point Dr., Suite 200, West Chester, OH 45069-4891
Street City State Zipcode + 4

Federal ID: 311440175

Commodity Code: 91869

Purpose: Contract renewal for the City's high deductible health plan for approximately 1815 full-time and part-time employees.

Contact Person: Sue Greaney X4063 Human Resources 12/19/2016
Department/Division Date

Originating Department Director's Signature: _____

SECTION II - to be completed by the Finance Department

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

Lashua Lofton 12/21/2016
 Finance Director Signature Date

Joy Marshall 12/21/16 CT17-0641
 CF Prepared by Date CF/CT Number

SA 12/21/16
 in for VERT 12/21/16



STOP LOSS POLICY

This policy is entered into by and between City of Dayton ("Employer") and Community Insurance Company d.b.a. Anthem Blue Cross and Blue Shield ("Anthem") for the purpose of establishing stop loss coverage and is effective as of January 1, 2017 upon the terms and conditions herein ("Policy").

If there are any inconsistencies between this Policy and any prior stop loss agreements or the Administrative Services Agreement between Anthem and Employer, the terms and conditions of this Policy shall control.

In consideration of the promises and the covenants contained in this Policy, Employer agrees to pay the premiums required by Anthem and Anthem agrees to provide the coverage as set forth in and subject to the following terms:

ARTICLE 1 DEFINITIONS

For purposes of this Policy and any amendments, attachments, or schedules to this Policy, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. If a term is not defined, the term shall have the same meaning as defined in the Administrative Services Agreement between the Parties.

AGGREGATE STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible. Anthem is financially responsible for Paid Claims in excess of the Aggregate Stop Loss Limit according to the terms of this Policy. Anthem's financial responsibility terminates if and when the Aggregate Stop Loss Maximum is reached.

AGGREGATE STOP LOSS MAXIMUM. The total dollar amount of Paid Claims beyond which Paid Claims again become the financial responsibility of Employer and are not the financial responsibility of Anthem.

CUMULATIVE MONTHLY PAYMENT LIMIT. The sum of all Monthly Payment Limits at any point during the Policy Period.

ELIGIBLE CLAIM DATE PERIOD. The dates during which Claims for benefits provided under the terms of the Plan must be Incurred and paid in order to be covered by this Policy.

INCURRED. The date on which a supply is obtained or a service is rendered to a Member.

INVOICE DUE DATE. The date of the invoice provided to Employer indicating when payment is due.

LINES OF COVERAGE. The benefit plan(s) administered by Anthem and provided in Schedule A.

MINIMUM AGGREGATE STOP LOSS LIMIT. Notwithstanding the calculation of the Aggregate Stop Loss Limit, there is an amount identified in Section 5(B) of Schedule A as the Minimum Aggregate Stop Loss Limit. When the calculation of the Aggregate Stop Loss Limit results in a lower amount than the Minimum Aggregate Stop Loss Limit, the Minimum Aggregate Stop Loss Limit shall be the Aggregate Stop Loss Limit

MONTHLY PAYMENT LIMIT. The maximum dollar amount of Paid Claims that Employer must pay in a given month. The Monthly Payment Limit shall be calculated as described in this Policy.

PAID CLAIM. A Claim for services rendered or supplies provided to a Member under the terms of the Plan, provided such Claim has been received, adjudicated, and paid by Anthem. Paid Claim shall have the same meaning as contained in the Administrative Services Agreement between the Parties, unless specifically excluded as indicated in Sections 4(E) and 5(D) of Schedule A.

POLICY PERIOD. The period of time indicated in Section 1 of Schedule A.

SPECIFIC STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible with respect to a Subscriber or Member as indicated in Section 4(A) of Schedule A. Subject to the terms of this Policy, Anthem is financially responsible for Paid Claims in excess of the Specific Stop Loss Limit.

ARTICLE 2 SPECIFIC STOP LOSS COVERAGE

2.1 When the total amount of Paid Claims pertaining to Subscribers or Members and Lines of Coverage provided in Sections 4(A) and 4(B) of Schedule A exceeds the Specific Stop Loss Limit provided in Section 4(C) of Schedule A, Anthem shall reimburse Employer for such excess.

Anthem's reimbursement under this Article 2 shall begin with the invoice on which the Specific Stop Loss Limit is exceeded.

2.2 In the event that the Specific Stop Loss Limit is reached, no amount in excess of the Specific Stop Loss Limit shall be applied towards attainment of any Aggregate Stop Loss Limit.

2.3 Certain Paid Claims may be excluded from the specific stop loss coverage provided in this Policy. These exclusions are provided in Section 4(E) of Schedule A as applicable.

ARTICLE 3 AGGREGATE STOP LOSS COVERAGE

3.1 When the total amount of Paid Claims for all Subscribers or Members and for the Lines of Coverage indicated in Sections 5(A) and 5(B) of Schedule A exceeds the Aggregate Stop Loss Limit, Anthem shall reimburse Employer for such excess following the end of the Eligible Claim Date Period. The total amount of Paid Claims for all Subscribers or Members and all Lines of Coverage indicated in Sections 5(A) and 5(B) of Schedule A that are subject to aggregate stop loss coverage shall be combined for purposes of calculating amounts owed under this Policy, unless otherwise specified in Schedule A. However, Anthem's reimbursement to Employer under this Article 3 shall be limited to the Aggregate Stop Loss Maximum less the Aggregate Stop Loss Limit for a Policy Period.

3.2 The Monthly Payment Limit is the maximum amount that Employer is required to reimburse monthly and is calculated in accordance with Section 5(B) of Schedule A. If Paid Claims exceed or are less than the Monthly Payment Limit, the resulting difference is used in calculating the next Monthly Payment Limit.

3.3 The Cumulative Monthly Payment Limit shall be determined by calculating the sum of all Monthly Payment Limits at any point during the Policy Period.

3.4 The Aggregate Stop Loss Limit shall be determined by calculating the sum of all Monthly Payment Limits for the Policy Period. At the end of Policy Period, the Aggregate Stop Loss Limit shall not fall below the Minimum Aggregate Stop Loss Limit as provided in Section 5(b) of Schedule A.

3.5 Notwithstanding any other agreement regarding the reimbursement of Paid Claims for any month covered by this Policy, Anthem shall advance to Employer the amount of cumulative Paid Claims in excess of the cumulative Monthly Payment Limit. However, Employer retains financial responsibility for such excess which is added to the calculation of Paid Claims in the following month. At the end of the Policy Period, in the event that the cumulative Paid Claims exceed the Aggregate Stop Loss Limit for such Policy Period, such excess Paid Claims shall be reimbursed to Employer by Anthem by no later than 90 days following the end of the Eligible Claim Date Period. Anthem's reimbursement to Employer for all Paid Claims under this Article 3 shall be limited to the Aggregate Stop Loss Maximum. For purposes of this provision, "month" will be determined according to Anthem's regular business practices and systems capabilities.

3.6 Certain Paid Claims may be excluded from the aggregate stop loss coverage provided in this Policy. These exclusions are provided in Section 5(D) of Schedule A as applicable.

**ARTICLE 4
LIMITATIONS ON COVERAGE**

- 4.1 Unless otherwise noted in Schedule A, Paid Claims for Members are covered under the term of the Eligible Claim Date Period of this Policy.
- 4.2 Claims that are covered by another contract shall not count toward the attainment of the stop loss limit(s) under this Policy. In addition, Paid Claims that are covered under the term of an Eligible Claim Date Period will not count toward attainment of any stop loss limit(s) under a subsequent Policy Period.
- 4.3 Under the Administrative Services Agreement, Employer may request Anthem to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically provided in the Benefits Booklet. In such cases, payments shall not count toward the stop loss accumulators under this Policy unless otherwise agreed to in writing by Anthem.
- 4.4 If a Member does not enroll when first eligible or during a special enrollment period, the Member shall be considered a "Late Enrollee" as defined in the Benefits Booklet. Paid Claims for a Late Enrollee shall not apply towards the stop loss limits under this Policy unless Anthem first provides Employer with written approval and the effective date of coverage under this Policy. Anthem has the right to allow or deny stop loss coverage under this Policy for a Late Enrollee. Anthem shall not cover under this Policy any Late Enrollee not disclosed by Employer to Anthem.
- 4.5 A Claim incurred during the Eligible Claim Date Period but not paid until after the expiration of the Eligible Claim Date Period is not eligible for coverage under this Policy Period.

**ARTICLE 5
SETTLEMENT**

- 5.1 Within 90 days after the end of each Eligible Claim Date Period, Anthem shall furnish Employer with a settlement calculation and any additional data which, in Anthem's opinion, is needed to explain to Employer the settlement calculation. Anthem has the right to offset any amounts it owes to Employer under this Policy by any amount Employer owes under the Administrative Services Agreement, this Policy, or any other agreement with Anthem.
- 5.2 If, based on the settlement calculation for a Policy Period, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer with the invoice that includes the settlement calculation.

If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 10 days following receipt of the invoice.

**ARTICLE 6
STOP LOSS PREMIUM RATES**

The premium rates for the specific stop loss coverage provided in this Policy are indicated in Section 4(D) of Schedule A. The premium rates for the aggregate stop loss coverage provided in this Policy are indicated in Section 5(C) of Schedule A. Employer shall pay Anthem such amounts by the Invoice Due Date.

**ARTICLE 7
LATE PAYMENT PENALTY**

If Employer fails to timely pay any amount due to Anthem under this Policy, Employer shall pay a late payment penalty for each day the payment is late. The late payment penalty shall be calculated at the rate of 12% simple interest per annum (365 days), and shall be included on a subsequent invoice and payable by the Invoice Due Date. If applicable, Employer agrees to reimburse Anthem for any expenses charged to Anthem by a financial institution, Provider or Vendor due to Employer's failure to maintain sufficient funds in a designated bank account. Any acceptance by Anthem of late payments shall not be deemed a waiver of its rights to terminate this Policy for any future failure of Employer to make timely payments.

**ARTICLE 8
CHANGES IN TERMS OR CONDITIONS**

8.1 If Anthem offers to renew this Policy at the end of a Policy Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Policy Period, Employer's payment of the amounts provided in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Policy without the necessity of securing Employer's signature.

8.2 Policy Changes

Anthem reserves the right to make changes to this Policy, to Schedule A, or other applicable Schedules at a time other than the start of a Policy Period upon the occurrence of one or more of the following events:

(1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services as determined by Anthem; (2) a change in ownership (including but not limited to a merger, consolidation, or transfer of all or substantially all of Employer's assets); (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the stop loss premium was last modified; (4) a change in Employer contribution; (5) a change in the nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law affecting this Policy or any of the Plan Documents.

Anthem shall provide notice to Employer of any change at least 30 days prior to the effective date of such change. If such change is unacceptable to Employer, either Party shall have the right to terminate this Policy by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed change, Anthem shall provide a revised Schedule A that will then become part of this Policy without the necessity of securing Employer's signature on the Schedule A.

8.3 Signature Requirements

No modification or change in any provision of this Policy, including but not limited to, changes at renewal, shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Policy.

8.4 Any payments made under this Policy shall only be for the benefit of Employer. Anthem has no obligation or liability under this Policy to provide benefits to Subscribers or Members. No Subscriber or Member shall have the right to any of the proceeds of any stop loss insurance obtained by Employer pursuant to this Policy.

**ARTICLE 9
SUBROGATION AND OTHER RECOVERIES**

Any subrogation or other recovery received by the Plan will not be used to satisfy any of the stop loss limits under this Policy. Anthem will first be repaid any amounts it has reimbursed under this Policy or under a previous stop loss agreement between the Parties. Any remaining recovery amounts shall be credited or paid to Employer as described in the Administrative Services Agreement.

**ARTICLE 10
TERMINATION**

10.1 This Policy automatically terminates as follows:

10.1.1 At the end of each Policy Period unless the Policy is renewed pursuant to Article 8 of this Policy.

10.1.2 Upon the termination of the Administrative Services Agreement.

10.1.3 At the end of the month in which fewer than 100 Subscribers are covered under the Plan.

10.1.4 If Employer changes to a third party administrator other than Anthem for the Claims that are subject to this Policy.

Upon termination of this Policy, the Parties shall remain liable for all payments due under this Policy.

10.2 Employer may terminate this Policy at any time other than at the end of a Policy Period by giving Anthem 30 days written notice of its intent to terminate.

10.3 Notwithstanding any other provision of this Article 10, this Policy automatically terminates, without further notice or action, if Employer fails to pay any premium amounts due under this Policy within 7 days of the date of Anthem's notice to Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. Any acceptance of a delinquent payment by Anthem shall not be deemed a waiver of this provision for termination of this Policy. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. If this Policy is terminated due to nonpayment of premium, Claims Run-out coverage, if any, will not apply.

10.4 Notwithstanding any other provision of this Policy, if Employer engages in fraudulent conduct or misrepresentation, Anthem may rescind, cancel, or terminate this Policy, effective on the date of the fraudulent conduct or misrepresentation regardless of the date Anthem's discovered such conduct. Employer shall be liable to Anthem for any and all payments made, as well as losses or damages sustained by Anthem arising as a result of such Employer conduct.

10.5 In the event that this Policy terminates or is terminated prior to the end of a Policy Period, the stop loss limits under this Policy shall not be prorated, and Anthem shall not reimburse Employer for any Paid Claims unless the Specific Stop Loss Limit and/or the Aggregate Stop Loss Limit or the Minimum Aggregate Stop Loss Limit, if greater, have been met. Only amounts accumulated towards any stop loss limits under this Policy through the date of termination will be used in the determination of whether such limits have been met. Anthem shall have no obligation to refund to Employer any stop loss premiums paid by Employer under this Policy.

If, based on the settlement calculation, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer with the invoice that includes the settlement calculation.

If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 10 days following receipt of the invoice.

ARTICLE 11 NOTICES

11.1 Notices under this Policy shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.

11.2 A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

ARTICLE 12 GENERAL PROVISIONS

12.1 No failure or delay by either Party to exercise any right or to enforce any obligation herein and no course of dealing between Employer and Anthem shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise or the right to exercise any other right or enforce any other obligation.

- 12.2 Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Policy to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Policy, the other Party may terminate this Policy by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Policy shall be subject to all of the terms and provisions of this Policy. Either Party may subcontract any of its duties under this Policy without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Policy.
- 12.3 The payment of amounts under this Policy will not include any taxes which might be paid or payable by Employer; or any tax liability, interest, penalty, or assessment imposed by any regulatory or taxing authority or any state or federal health insurance exchange, uninsured pool or any other similar state or federal program. Employer agrees to reimburse Anthem for any tax liability, assessment, fee or other amount paid or payable by Employer that is assessed against Anthem on the basis of the stop loss coverage provided to Employer, including any amounts related to the assessment by the Federal government under the Patient Protection and Affordable Care Act and its amendments ("PPACA") and shall reimburse Anthem for the amount of any such tax liability incurred by Anthem and allocated to Employer as the result of such tax assessment. Such reimbursement shall be due and payable to Anthem by the Invoice Due Date.
- 12.4 No action by either Party alleging a breach of this Policy may be commenced after the expiration of 3 years from the date on which the claim arose.
- 12.5 Employer on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in the State of Ohio and that Employer further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Policy.
- 12.6 If there is a conflict between the terms and conditions of this Policy and the Administrative Services Agreement between the Parties, the terms and conditions of this Policy shall prevail.
- 12.7 Anthem agrees that it will not terminate this Policy during an Eligible Claim Date Period due to adverse claim experience of Member(s).

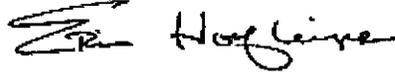
ARTICLE 13 ENTIRE AGREEMENT

- 13.1 The following documents will constitute the entire description of stop loss coverage between the Parties: this Policy, including any applications, amendments and Schedules thereto.
- 13.2 This Policy supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Policy.

13.3 If any provision of this Policy is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Policy and the balance of this Policy shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Policy has been executed by Anthem by its duly authorized officer.

Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger - OH
Title: President OH Commercial
Date: December 20, 2016

SCHEDULE A
to the
STOP LOSS POLICY with
CITY OF DAYTON

Section 1. Term

The Policy Period shall be from January 1, 2017 through December 31, 2017. For purposes of this Policy Period, this Schedule shall supplement and amend the Stop Loss Policy between the Parties.

Anthem shall provide an offer to renew this Policy at least 30 days prior to the end of a Policy Period.

Jurisdiction of this Policy shall be in the state of Ohio.

Section 2. Eligible Claim Date Period

Claims under the Plan shall be covered by the Stop Loss Policy when Incurred and paid as follows:

Incurred from January 1, 2012 through December 31, 2017 and
Paid from January 1, 2017 through December 31, 2017.

The Eligible Claim Date Period applies only to a full Policy Period

Section 3. Member Classification Excluded from Stop Loss Coverage

Not applicable

Section 4. Specific Stop Loss Coverage

A. Application of Specific Stop Loss Coverage

Amounts accumulated toward the Specific Stop Loss Limit shall be calculated as follows:

Per Member

B. Lines of Coverage

The specific stop loss coverage shall apply to the following benefits under the Plan:

Medical with Prescription Drug

C. Specific Stop Loss Coverage Limits

Specific Stop Loss Limit

\$200,000.00

D. Premium Rates

The per Subscriber Premium Rates for the specific stop loss coverage shall be the following:

<u>Medical with Prescription Drug</u>	
Composite	\$109.76 /mo.

E. Paid Claims

For purposes of specific stop loss coverage, Paid Claims shall exclude the following:

Dental

Vision

Service Fees under the Blue Cross and Blue Shield Association BlueCard Program

Administrative Fees under the Blue Cross and Blue Shield Association BlueCard Program

Comprehensive Health Solutions Program Fees

All Claim Surcharges

Funds representing Employer allocation to Consumer Directed Health Plan accounts

Section 5. Aggregate Stop Loss Coverage

A. Lines of Coverage

The aggregate stop loss coverage shall apply to the following benefits under the Plan.

Medical with Prescription Drug

B. Aggregate Stop Loss Coverage Limits

Aggregate Stop Loss Amount. The aggregate stop loss amount used to determine the Aggregate Stop Loss Limit shall be calculated with the following:

Per Subscriber

<u>Medical with Prescription Drug</u>	
Composite	\$1,256.93 /mo.

Minimum Aggregate Stop Loss Limit

\$25,591,496.00

Aggregate Stop Loss Maximum

\$1,000,000.00

C. Premium Rates

The per Subscriber Premium Rates for the aggregate stop loss coverage shall be the following:

<u>Medical with Prescription Drug</u>	
Composite	\$7.68 /mo.

D. Paid Claims

For purposes of aggregate stop loss coverage, Paid Claims shall exclude the following:

Dental

Vision

Services Fees under the Blue Cross and Blue Shield Association BlueCard Program

Administrative Fees under the Blue Cross and Blue Shield Association BlueCard Program

Comprehensive Health Solutions Program Fees

All Claim Surcharges

Funds representing Employer allocation to Consumer Directed Health Plan accounts

Section 6. Payment

ACH Demand Debit Reimbursement. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Employer bank account no later than the next business day following the Invoice Due Date; however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 7. Premium Credit

Anthem shall credit premium for each retroactive deletion up to a maximum of 60 days.

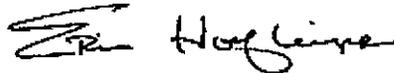
Section 8. Maximums

Not Applicable

Section 9. Other Fees and Charges

Not Applicable

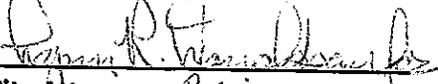
Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger - OH
Title: President OH Commercial
Date: December 20, 2016

Anthem Blue Cross & Blue Shield FY2017

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *RM*

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

_____, 2016

Min. Bk. ____ Pg. ____

Clerk of the Commission

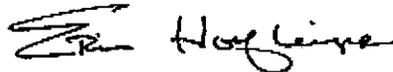
**AMENDMENT 5 TO THE
ADMINISTRATIVE SERVICES AGREEMENT
WITH
CITY OF DAYTON**

This Amendment is made part of the Administrative Services Agreement and is effective January 1, 2017. This Amendment supplements and amends the Agreement between Employer and Community Insurance Company dba Anthem Blue Cross and Blue Shield. If there are any inconsistencies between the terms of the Agreement or its Schedules and this Amendment, the terms of this Amendment shall control.

1. The following provision replaces Article 2 - Administrative Services Provided by Anthem – provision 2(b)(1) in its entirety:
 - 1) Process Claims with a Claims Incurred Date indicated in Section 1 of Schedule A and provide customer service, including investigating and reviewing such Claims to determine what amount, if any, is due and payable according to the terms and conditions of the Benefits Booklet and this Agreement. Anthem shall perform coordination of benefits ("COB") with other payors, including Medicare. In processing Claims, Anthem shall utilize Anthem's medical policies and medical policy exception process, its definition of medical necessity, its precertification and/or preauthorization policies, Provider contract requirements and applicable Claim timely filing limits.
2. The following provision replaces Article 2 - Administrative Services Provided by Anthem – provision 2(o) in its entirety:
 - o) Unless otherwise agreed to by the Parties and specified in the Benefits Booklet, Anthem's standard policies and procedures, as well as Provider contracts, as they may be amended from time to time, will be used in the provision of services specified in this Agreement. In the event of any conflict between this Agreement and any of Anthem's policies and procedures, this Agreement will govern.
3. The following provision replaces Article 2 - Administrative Services Provided by Anthem – provision 2(s) in its entirety:
 - s) Anthem shall have the authority, in its sole discretion, to build and maintain its Provider network on its own behalf. In building and maintaining its Provider network, Anthem is not acting on behalf of or as an agent for any Employer or member. Nothing in this Agreement shall be interpreted to require Anthem to maintain negotiated fees or reimbursement arrangements or other relationships with certain Providers or Vendors or to negotiate on behalf of or for the benefit of Employer or Employer's Members. Anthem will be solely responsible for acting as a liaison with Providers including, but not limited to, responding to Provider inquiries, negotiating contract language and negotiating rates with Providers or auditing Providers, and Employer agrees that it will be subject to the terms and conditions of these agreements.
4. The attached Inter-Plan Arrangements Schedule replaces Article 15 – Inter-Plan Programs in its entirety.
5. All references to Inter-Plan Programs are replaced by Inter-Plan Arrangements.
6. The following provision replaces Article 27 – Miscellaneous – provision 27(d) in its entirety:
 - d) Anthem or an Anthem Affiliate may enter into business arrangements with certain Network Providers and Anthem may have financial interest in such Network Providers through direct ownership, partnership, joint venture or other arrangements. The business arrangements may provide practice management or other services to Network Providers that are designed to promote a more effective and cost-efficient health care delivery system that emphasizes continuous improvement and increased patient access to high quality, cost-effective health care. Because of its ownership or financial interests in Network Providers, Anthem may share in the Network Provider's profits or other revenue. Any revenue received by Anthem in connection with these business arrangements shall be retained by Anthem.

7. Schedule A is replaced by the attached Schedule A.
8. Schedule B is replaced by the attached Schedule B.
9. Schedule C is replaced by the attached Schedule C.
10. The Value Based Programs Amendment is deleted in its entirety..

Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger
Title: President OH Commercial
Date: December 20, 2016

**SCHEDULE A
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
CITY OF DAYTON**

This Schedule A shall govern the Agreement Period from January 1, 2017 through December 31, 2017. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2017 to the end of the day of December 31, 2017.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

Incurred from January 1, 2012 through December 31, 2017 and
Paid from January 1, 2017 through December 31, 2017.

Anthem shall provide any offer to renew this Agreement at least 30 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Medical

Broker or Consultant Fee is \$4.38 per Subscriber per month and is included in the Base Administrative Services Fees described in Section 3(A) of this Schedule A. Upon receipt of payment from Employer, Anthem shall remit payment to the broker or consultant designated by Employer.

Section 3. Administrative Services Fees

A. Base Administrative Services Fee

HRA Composite \$ 46.09 per Subscriber per month
HSA Composite \$ 46.09 per Subscriber per month

Change to Base Administrative Services Fees. In addition to the provisions in Article 18(c), Anthem reserves the right to change the Base Administrative Services Fees upon the occurrence of any of the following events:

- Employer's Member to Subscriber ratio is not within +/-10% of 2.59
- Employer's enrollment is not within +/-10% of 1,786 Subscribers

Article 3(a) Retroactive Adjustments to Enrollment.

Anthem shall credit Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

B. Health and Wellness Program Fees

Not applicable

C. Other Fees or Credits

Fee for Subrogation Services. The charge to Employer is 25% of gross subrogation recovery, or, if outside counsel is retained, 15% of the net recovery after a deduction for outside counsel fees.

Fee for Provider Audit Performed by External Vendors. The charge to Employer is 25% of the amount recovered from Vendor audits of Provider activity, including but not limited to credit balance, hospital bill audits, DRG readmissions and high-cost drug audits.

Fee for Overpayment Identification Provided by External Vendors. The charge to Employer is 25% of the amount recovered from review of Claims and membership data to identify overpayments, including but not limited to COB, duplicates, contract compliance and eligibility.

Fee for Collection Services Provided by External Vendors. The charge to Employer is 25% of the amount recovered by a Vendor in collecting receivables.

Fee for Independent Claims Review: \$550.00 per independent review

Medical Drug Rebates: Anthem shall retain rebates it receives directly from pharmaceutical manufacturers for Claims for Prescription Drugs administered by Anthem and covered under the medical benefit portion of the Plan(s) ("Medical Drug Rebates") for its own use and as reasonable compensation for its services.

Communication/Wellness Credit. Anthem shall provide a one-time communications/wellness credit of \$40,000.00, to be applied to custom communication services provided by Anthem. Alternatively, the credit will be made to a monthly bill if an outside vendor provides these services. The credit can be applied towards wellness programs purchased by Employer from Anthem. This credit is only available from January 1, 2017 to December 31, 2017.

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Paid Claims

Paid Claims are described in Article 1-Paid Claims Definition of the Agreement.

B. Billing Cycle

Weekly

Anthem shall notify Employer of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

C. Payment Method

ACH Demand Debit Reimbursement for Paid Claims. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Employer bank account no later than the next business day following the Invoice Due Date, however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 5. Administrative Services Fee Billing Cycle and Payment Method

A. Billing Cycle

Monthly List Bill (pay as billed)

Anthem shall notify Employer of the amount due to Anthem pursuant to Section 3 of Schedule A according to the billing cycle described above. The actual date of notification of amounts due and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

B. Payment Method

ACH Demand Debit Reimbursement. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Employer bank account no later than the next business day following the Invoice Due Date, however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 6. Claims Runout Services

A. Claims Runout Period

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fees

Medical:

Claims Runout Administrative Services Fees will be equal to the product of the following calculation: the Administrative Services Fees in effect at the time of termination of this Agreement times the current Subscriber enrollment census for the last month that the account is effective prior to the termination date multiplied by 3. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements:

All Inter-Plan Arrangement-related fees, including any Access Fees paid to Host Blues, the Administrative Expense Allowance ("AEA") Fee and any Negotiated Arrangement fees are included in Anthem's Base Administrative Services Fee. Other Inter-Plan Arrangement-related fees included in the Base Administrative Services Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee and, if applicable, BlueCard Worldwide Program Fees. If Employer requests printed Provider directories attributable to a Host Blue's service area, the fee that will be charged is dependent upon page length, number ordered and will include shipping, taxes and system maintenance costs.

Access Fees (Network Provider Claims only):

- Included in Base Administrative Services Fee.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

- Included in Base Administrative Services Fee.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and BlueCard Worldwide Claims):

- Included in Base Administrative Services Fee.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and BlueCard Worldwide Claims):

- Included in Base Administrative Services Fee.

Toll-Free Number Fees:

- Included in the Base Administrative Services Fee

Provider Directory Fees:

- Dependent upon page length and number ordered; includes shipping, taxes and system maintenance costs.

Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:

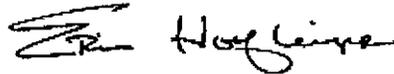
Notice of Loss of Grandfathering Status

In the event Employer maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Employer shall not make any changes to such plan(s), including, but not limited to, changes with respect to Employer contribution levels, without providing Anthem with advance written notice of the intent to change such plan(s). Making changes to grandfathered plans without notice to Anthem may result in the plan(s) losing grandfathered status and significant penalties and/or fines to Employer and Anthem. In the event Employer implements changes to its plan(s) and does not provide advance notice to Anthem, Employer agrees to indemnify Anthem according to the indemnification provisions set forth elsewhere in this Agreement for any penalties, fines or other costs assessed against Anthem.

Additionally, at each renewal after September 23, 2010, Employer shall affirm in writing, upon reasonable request of Anthem, that it has not made changes to its plan(s) that would cause the plan(s) to lose its/their grandfathered status.

If Employer loses grandfathered Plan status under PPACA and notifies Anthem of such loss no fewer than 90 days before the effective date of the change, Anthem will implement the additional group market (insurance) reforms that apply to non-grandfathered health Plans subject to the provisions of Article 18 of this Agreement.

Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger
Title: President OH Commercial
Date: December 20, 2016

**SCHEDULE B
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
CITY OF DAYTON**

This Schedule B shall govern the Agreement Period from January 1, 2017 through December 31, 2017. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Employer in a manner consistent with Anthem's standard policies and procedures for self-funded plans. Anthem may also offer services to Employer that have an additional fee. If Employer has purchased such services, those services and any additional fees are also listed in Schedule A.

SERVICES INCLUDED IN THE BASE ADMINISTRATIVE SERVICES FEE IN SECTION 3A OF SCHEDULE A

Management Services

- Anthem's benefits and administration as described in this paragraph:
 - Anthem definitions, and exclusions
 - Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
 - Claims incurred and paid as provided in Schedule A
 - Accumulation toward plan maximums beginning at zero on effective date
 - Anthem Claim forms
 - ID card
 - Explanation of Benefits (Non-customized)
- Acceptance of electronic submission of eligibility information in HIPAA-compliant format
- Preparation of Benefits Booklet (accessible via internet)
- Account reporting - standard data reports
- Billing and banking services
- Plan Design consultation
- Employer eServices
 - Add and delete Members
 - Download administrative forms
 - View Member Benefits and request ID cards
 - View eligibility
 - View Claim status and detail
- Responsible Reporting Entity for the Plan
- Information for preparation of SBC

Claims and Customer Services

- Claims processing services
- Coordination of Benefits
- Recovery services performed internally by Anthem

- Medicare crossover processing
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices
- Member identity theft and credit monitoring and identity repair
- Women's Health and Cancer Rights Act notices

Prescription Benefit Services

- Home delivery pharmacy
- Specialty Pharmacy Services
- Prescription eServices
 - Pharmacy locator
 - Online formulary
- Point of sale claims processing
- Home delivery claims processing
- Home delivery call center with toll free number
- Home delivery regular shipping and handling
- Standard management reports
- Ad hoc reports (subject to additional programming charge if required)
- Concurrent Drug Utilization Review (DUR) programs
- Retrospective DURs
- Administrative override (i.e., vacation, lost, stolen or spilled medications)
- Clinical review
- Pharmacy help desk with toll free number
- Pharmacy audits (desk and onsite; routine, in depth or focused)
- Assistance in determining "creditable prescription drug coverage" under Medicare Part D

Care Management

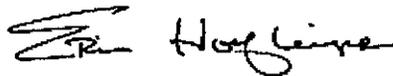
- Health Care Management
 - Referrals
 - Utilization management

- Case management
- Anthem Medical Policy
- SpecialOffers
- HealthCare Advisor
- Care Comparison (where available)
- Transplant services - Blues Distinction
- Healthy Solutions Newsletter (available online)
- MyHealth (Member Portal)
 - Electronic Health Risk Assessment
 - Personal Health Record
 - Online Communities
 - Member Alerts

Networks

- Access to networks
 - Provider Network
 - Mental Health/Substance Abuse Network
 - Coronary Services Network
 - Human Organ and Tissue Transplant Network
 - Complex and Rare Cancer Network
 - Bariatric Surgery Network
- Network Management
- Online Provider directory
- Inter-Plan Arrangements

Community Insurance Company dba Anthem Blue Cross and Blue Shield



By: Erin Hoeflinger
 Title: President OH Commercial
 Date: December 20, 2016

**SCHEDULE C
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
CITY OF DAYTON**

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from January 1, 2017 through December 31, 2017 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C shall control.

Section 1. General Conditions

- A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:
 - 1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
 - 2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
 - 3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
 - 4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
 - 5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- B. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Employer upon request.
- C. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.
- D. If the Parties do not have an executed Agreement, Anthem shall have no obligation to make payment under these Performance Guarantees.
- E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by Anthem or its Vendors.
- F. If Employer terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.
- G. Anthem reserves the right to make changes to any of the Performance Guarantees provided in the

Attachments to this Schedule C upon the occurrence, in Anthem's determination, of either:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee; or
2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement.

Should there be a change in occurrence as indicated above and these changes negatively impact Anthem's ability to meet the Performance Guarantees, Anthem shall have the right to modify the Performance Guarantees contained in the Attachments.

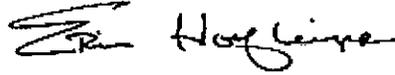
- H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.
- I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period.
- J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.

Section 2. Payment

- A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Employer the amount set forth in the Attachment describing the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy.
- C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to Employer or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.

- D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger
Title: President OH Commercial
Date: December 20, 2016

ATTACHMENT TO SCHEDULE C

Performance Guarantees

TO ADMINISTRATIVE SERVICES AGREEMENT

WITH

CITY OF DAYTON

Pharmacy Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2017 through December 31, 2017. This Attachment is intended to supplement and amend the Agreement between the Parties.

Prescription Drug Pricing:

(a) The Prescription Drug Pricing Guarantees for Ingredient Cost Discount and Dispensing Fees will be the amounts listed under the following Pricing Guarantee Categories:

RETAIL PHARMACY NETWORK PROVIDERS

The Guarantees for retail pharmacy Network Providers will be the following amounts:

1. Brand Discount: AWP minus 16.50% (Yr2) 16.50% (Yr3)
2. Brand Dispensing Fee: \$1.20 (Yr2) \$1.20 (Yr3)
3. Generic Discount: AWP minus 76.50% (Yr2) 77.00% (Yr3)
4. Generic Dispensing Fee: \$1.20 (Yr2) \$1.20 (Yr3)

HOME DELIVERY PHARMACY

The Guarantees for home delivery for a supply of 60 days or greater will be the following amounts:

1. Brand Discount: AWP minus 25.00% (Yr2) 25.00% (Yr3)
2. Brand Dispensing Fee: \$0.00 (Yr2) \$0.00 (Yr3)
3. Generic Discount: AWP minus 80.50% (Yr2) 81.00% (Yr3)
4. Generic Dispensing Fee: \$0.00 (Yr2) \$0.00 (Yr3)

To determine any payment due to Employer under these Prescription Drug Pricing Guarantees, each Guarantee is calculated based on the Prescription Drugs that were paid during the Measurement Period for Retail Pharmacy, and Home Delivery (each such subset of Paid Claims is referred to as a "Pricing Guarantee Category"). Each Guarantee within a Pricing Guarantee Category is then compared to the sum of appropriate portion of the Paid Claims for Prescription Drugs plus any Member cost shares associated with each Guarantee within that Pricing Guarantee Category. Paid Claims for Prescription Drugs include Ingredient Costs plus Dispensing Fees. Therefore, Paid Claims for Prescription Drugs dispensed by a retail pharmacy are separated into Brand and Generic Ingredient Costs and Brand and Generic Dispensing Fees. These Ingredient Costs and Dispensing Fees are compared against each identified Guarantee provided in this Agreement to determine if the Guarantee is met.

Any payment due to Employer under any Guarantee within a Pricing Guarantee Category will be offset by favorable results achieved in any other Guarantee within that same Pricing Guarantee Category or another Pricing Guarantee Category

This will be measured with Employer-specific data.

(b) The following conditions apply to this Guarantee:

- This Guarantee applies to Claims submitted by Network Providers applicable to Employer's Plan.
- The following Claims will be excluded from this Guarantee:
 - Medicare Part D Claims
 - Prescriptions filled in Massachusetts, Alaska, Hawaii, or Puerto Rico, or filled in any state which imposes some

form of Most Favored Nations limitations on pharmacy reimbursement;

- Vaccines;
 - Prescriptions filled through the Employer's on-site pharmacy;
 - Specialty drugs dispensed from non-contracted specialty pharmacies;
 - Compound Drugs;
 - Over-the-counter drugs;
 - Dispense As Written Claims;
 - Drugs subject to patent litigation; and
 - Government Reimbursement Claims.
- Single Source Generics will be included in the Brand Discount and Brand Dispensing Fee Guarantees and not in the Generic Discount and Generic Dispensing Fee Guarantees.
- This Guarantee applies only as long as there are at least 50,000 Annualized Adjusted Prescription Drug Claims.

(c) In addition to the provisions contained in Section 1(F) of Schedule C, Anthem reserves the right to make changes to this Guarantee upon the occurrence, in Anthem's determination, of any of the following:

- a change in the proportionate mix of Employer's retail and home delivery Prescription Drug Claims of more than 10%;
- a change in pharmacy utilization patterns of more than 10%; or
- the determination that Employer has an on-site pharmacy with 340b designation or any such designation where the pharmacy receives upfront pricing discounts from pharmaceutical manufacturers, which was not disclosed or known by Anthem as of the effective date of this Attachment to Schedule C.
- Anthem is no longer the sole administrator for Employer's Prescription Drug Plan

In the event that there are court or government imposed or industry wide or pricing source initiated changes in the AWP reporting source or source changes in the methodology used for calculating AWP, including, without limitation, changes in the mark-up factor used in calculating AWP (collectively, the "AWP Changes"), the terms of any financial relationship between the Parties that relate to AWP will be modified by Anthem such that the value of AWP for the purpose of such relationship(s) will have the same economic equivalence in the aggregate to the value used by the Parties prior to the AWP Change. The intent of this provision is to preserve the relative economics of both Parties for such financial relationships based upon AWP to that which existed immediately prior to the AWP Change.

In the event that the AWP pricing benchmark used by Anthem's PBM hereunder is replaced with another benchmark calculation, Anthem may switch to such new pricing benchmark. If a change to pricing guarantees is deemed necessary Anthem will provide written notice of new pricing terms at least 30 days before the effective date of the change.

(d) For purposes of these Guarantees, the following terms have the following meanings:

Average Wholesale Price or AWP is the price of a prescription drug dispensed as established and reported by MediSpan or other nationally recognized pricing source selected by PBM in its sole discretion from time to time. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources.

Brand Name Prescription Drug or Brand Drug is a Prescription Drug product that is not a Generic Drug.

Compound Drug is a mixture of two or more ingredients when at least one of the ingredients in the preparation is an FDA-approved Prescription Drug, excluding the addition of only water or flavoring to any preparation. Dispensing Fee is the amount paid by Employer to Anthem for professional services rendered by a licensed pharmacist in dispensing Prescription Drugs.

Dispense As Written Claims are Claims where a Brand Drug was dispensed when a Generic Drug exists and is available.

Generic Prescription Drug or Generic Drug is a Prescription Drug, whether identified by its chemical, proprietary, or non-proprietary name that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient.

Government Reimbursement Claims are Claims submitted by any state, person or entity acting on behalf of a state under Medicaid or similar federal or state government health care programs for which Employer is deemed to be the primary payer as defined by applicable federal or state laws.

Ingredient Cost is the ingredient cost portion of a Paid Claim for Prescription Drugs.

Most Favored Nations Limitations are government restrictions that preclude pharmacies from making pricing agreements with PBMs or others that are more favorable than those afforded to state-run programs, such as Medicaid.

Single Source Generics are those Generic Drugs which are provided by two or fewer Pharmaceutical Manufacturers or such Generic Drugs that are in the market with supply limitations or competitive restrictions.

Specialty Drugs are drugs dispensed from a Specialty Service Pharmacy or high-cost, injected, infused, oral, or inhaled medications (including therapeutic biological products) that are used to treat chronic or complex illnesses or conditions. Specialty Drugs may have special handling, storage, and shipping requirements, such as temperature control. Specialty Drugs may require nursing services or special programs to encourage patient compliance. Specialty Service Pharmacy is the PBM-owned or contracted specialty pharmacy that primarily dispenses Specialty Drugs, outside of the retail pharmacy Network and home delivery pharmacy.

Annualized Adjusted Prescription Drug Claims is the annualized sum of the total number of: (i) retail Prescription Drug Claims; (ii) home delivery Prescription Drug Claims multiplied by a factor of 3; and (iii) Specialty Prescription Drug Claims.

**INTER-PLAN ARRANGEMENTS SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
CITY OF DAYTON**

This Inter-Plan Arrangement Schedule supplements and amends the Administrative Services Agreement and is effective as of January 1, 2017. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to the Inter-Plan Arrangements. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

I. Out-of-Area Services

Overview

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements". These Inter-Plan Arrangements operate under rules and procedures issued by BCBSA. Whenever Members access healthcare services outside the geographic area Anthem serves (the "Anthem Service Area"), the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the Anthem Service Area, Members obtain care from healthcare Providers that have a contractual agreement ("Participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare Providers in the Host Blue geographic area that do not have a contractual agreement ("Non-Participating Providers") with the Host Blue. Anthem remains responsible for fulfilling its contractual obligations to Employer. Anthem's payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that dental care, Prescription Drug or vision benefits may not be processed through Inter-Plan Arrangements.

If the Plan covers only limited healthcare services received outside of Anthem's Service Area, services other than those listed as Covered Services (e.g., emergency services) in the Benefits Booklet will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem. Providers providing such non-Covered Services will be considered Non-Participating Providers.]

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the Anthem Service Area, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the Participating Provider's Billed Charges or the negotiated price made available to Anthem by the Host Blue.

b. Employer Liability Calculation

The calculation of Employer liability on Claims for Covered Services will be based on the negotiated price made available to Anthem by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the Billed Charges in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the

Billed Charges, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Participating Provider, even when the contracted price is greater than the Billed Charges.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Participating Provider contracts. The negotiated price made available to Anthem by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a Claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of Billed Charges in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its Participating Providers or a similar classification of its Participating Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific Claim and the actual amount the Host Blue pays to the Participating Provider. However, the BlueCard Program requires that the amount paid be a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or under-estimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. Upon termination, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

B. Negotiated Arrangements

With respect to one or more Host Plans, instead of using the BlueCard Program, Anthem may process Claims for Covered Services through negotiated arrangements. A negotiated arrangement is an agreement negotiated between Anthem and one or more Host Blues for any Employer that is not delivered through the BlueCard Program ("Negotiated Arrangement").

In addition, if Anthem and Employer agree that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in Anthem's Negotiated Arrangement(s) with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Members access such network(s). In negotiating such arrangement(s), Anthem is not acting on behalf of or as an agent for Employer, the Plan or Members.

Member Liability Calculation

The calculation of Member cost-sharing will be based on the lower of either Billed Charges or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to Anthem and that allows Members access to Participating Providers.

C. Special Cases: Value-Based Programs

Definitions

- 1. Accountable Care Organization (ACO):** A group of Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.
- 2. Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.
- 3. Care Coordinator:** An individual within a Provider organization who facilitates Care Coordination for patients.
- 4. Care Coordinator Fee:** A fixed amount paid by a Host Plan to Providers periodically for Care Coordination under a Value-Based Program.
- 5. Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient, such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 6. Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 7. Provider Incentive:** An additional amount of compensation paid to a Provider by a Host Blue, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 8. Shared Savings:** A payment mechanism in which the Provider and the payer share cost savings achieved against a target cost budget based on agreed upon terms and may include downside risk.
- 9. Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment

Value-Based Programs Overview

Members may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to [Anthem], which Anthem will pass directly on to Employer as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Employer via an enhanced Provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Agreement terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Anthem for Care Coordinator Fees for Provider services which Anthem will pass on to Employer as follows:

1. PMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

Anthem and Employer will not impose Member cost-sharing for Care Coordinator Fees.

D. Non-Participating Providers Outside Anthem's Service Area

1. Allowed Amounts and Member Liability Calculation

Unless otherwise described in the Benefits Booklet, when Covered Services are provided outside of Anthem's Service Area by Non-Participating Providers, Anthem may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount the Member pays for such services as deductible, copayment or coinsurance will be based on that allowed amount. Also, the Member may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment Anthem will make for the covered services as set forth in this paragraph.

2. Exceptions

In certain situations, which may occur at Employer's direction, Anthem may use other pricing methods, such as Billed Charges, the pricing Anthem would use if the healthcare services had been obtained within Anthem's Service Area, or a special negotiated price to determine the amount Anthem will pay for services provided by Non-Participating Providers. In these situations, the Member may be liable for the difference between the amount that the Non-Participating Provider bills and the payment Anthem makes for the Covered Services as set forth in this paragraph.

E. BlueCard Worldwide® Program

General Information

If Members are outside the United States (hereinafter, "BlueCard Service Area"), they may be able to take advantage of the BlueCard Worldwide® Program when accessing Covered Services. The BlueCard Worldwide Program is not served by a Host Blue. As such, when Members receive care from Providers outside the BlueCard Service Area, Members will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

Inpatient Services

In most cases, if Members contact the BlueCard Worldwide Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member Claims to the BlueCard Worldwide Service Center to initiate Claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services.

Outpatient Services

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard Service Area will typically require Members to pay in full at the time of service. Members must submit a Claim to obtain reimbursement for Covered Services

F. Return of Overpayments

Recoveries of overpayments can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits, utilization review refunds and unsolicited refunds. Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from a Host Blue to Anthem they will be credited to Employer. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Employer as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Anthem will request the Host Blue to provide full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, Anthem will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this Agreement.

G. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees or compensation are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes resulting in an increase in fees paid by Employer, Anthem shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Employer right to terminate this Agreement without penalty by giving written notice of termination before the effective date

of the change. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and Anthem will then allow such modifications to become part of this Agreement.

H. Fees and Compensation

Employer agrees to reimburse Anthem for certain fees and compensation which Anthem is obligated under the applicable Inter-Plan Arrangements described in this Schedule to pay to the Host Blues, to BCBSA and/or to vendors of BlueCard Program-related services. The specific Inter-Plan Program fees and compensation, including any administrative and/or network access fee that a Host Blue may charge under the BlueCard Program, a Negotiated Arrangement, and BlueCard Worldwide are charged to Employer are set forth in Section 7 of Schedule A to the Agreement. The various Inter-Plan Program Fees and compensation may be revised from time to time as described in section G.

A description of the various Claim processing fees that may be listed on Schedule A is as follows:

Access Fee: The Access Fee is charged by the Host Blue to Anthem for making its applicable Provider network available to Members. The Access Fee will not apply to Non-Participating Provider Claims. The Access Fee is charged on a per Claim basis and is charged as a percentage of the discount/differential Anthem receives from the applicable Host Blue subject to a maximum of \$2,000 per Claim.

Instances may occur in which the Claim payment is zero or Anthem pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Anthem will pay the Host Blue's Access Fee and pass it along directly to Employer as stated above even though Employer paid little or had no Claim liability.

Administrative Expense Allowance (AEA) Fee: The AEA Fee is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount is normally based on the type of Claim (e.g. institutional, professional, international, etc.) and can also be based on the size of group enrollment. When charged, Anthem passes the AEA Fee directly on to Employer.

Per Subscriber Per Month (PSPM) Fee: The PSPM Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA. The PSPM dollar amount is charged on a per Subscriber per month basis by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount can also be based on the size of group enrollment.

Non-Standard AEA Fee: The Non-Standard AEA Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA. The Non-Standard AEA is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members.

Central Financial Agency (CFA) Fee: The CFA connects Blue Cross and/or Blue Shield Licensee's local bank accounts to an automated clearinghouse (ACH). The CFA Fee is a fixed dollar amount per payment notice and is paid by Anthem to BCBSA outside of the CFA. This fee applies each time Anthem receives an electronic payment notice from the CFA indicating that a Host Blue incurred Claim-related liability on Anthem's behalf and requesting that Anthem either approve or deny payment.

ITS Transaction Fee: The ITS delivery platform allows all Blue Cross and/or Blue Shield Licensees to connect with each other through a standardized system to facilitate the operation of Inter-Plan Arrangements. The ITS Transaction Fee applies each time a Claims transaction interchange occurs between Anthem and a Host Blue. When a Host Blue receives a Claim, it applies Provider pricing information, sets forth its discount and related savings and sends this information to Anthem electronically. Anthem then adjudicates the Claim, computes the approved Provider payment amount, calculates the AEA and Access Fee, computes net liability and sends a response electronically to the Host Blue. The Host Blue then pays the Provider and issues an electronic payment notice to Anthem via the CFA. The ITS Transaction Fee is five cents per interchange and is paid to BCBSA. For each Claim, there are a minimum of three interchanges, but there could be more depending on the complexity of the Claim.

Other potential BlueCard Program-related fees include:

Toll-free (e.g., 800 number) Number Fees: These fees are charged by BCBSA to Anthem.

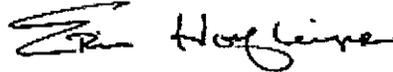
- **BlueCard Eligibility (800.676.BLUE)** – This service provides a centralized number for Providers to reach a Member's Home Licensee to obtain information on membership, coverage and pre-certification. The fees represent charges allocated to the member's Home Licensee based on the percentage of calls by alpha prefix.

- **BlueCard Access (800.810.BLUE)** – This service provides a centralized number for Members to obtain a list of Participating Providers. The fees represent charges allocated to a Member's Home Licensee based on calls by alpha prefix.

PPO Provider Directory Fee: This service provides print-on-demand Provider directories. This fee is charged by BCBSA to Anthem. Anthem passes the PPO Provider Directory Fee directly on to Employer if printed directories are requested. The amount of the fee is dependent upon page length and number ordered; includes shipping, taxes and system maintenance costs.

IN WITNESS WHEREOF, Anthem has caused this Amendment to be executed by affixing the signature of a duly authorized officer.

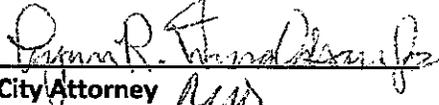
Community Insurance Company dba Anthem Blue Cross
and Blue Shield



By: Erin Hoeflinger
Title: President OH Commercial
Date: December 20, 2016

Anthem Blue Cross Blue Shield FY 2017

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *SH*

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

_____, 2016

Min. Bk. ____ Pg. ____

Clerk of the Commission



City Manager's Report

4.

From **3420 - Water/Water Engineering**

Date **December 28, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$106,500.00 (thru 12/2018)**

Name **ARCADIS US, Inc.**

Address **100 E. Campus View Blvd., Suite 200
Columbus, Ohio 43235**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds	53003-3420-1159-54-WD1501	\$106,500.00

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

Description

**PROFESSIONAL SERVICES AGREEMENT FOR AS NEEDED SERVICES
FOURTH AMENDMENT**

The Department of Water requests permission for a Fourth Amendment (Amendment) with ARCADIS US, Inc. in the Amount of \$106,500.00. This Amendment will cover additional "as-needed" professional services related to Cost of Service Modeling Support. ARCADIS was originally selected based on past performance and their experience on Department of Water cost of service models.

The original Agreement was approved on February 18, 2015 in the amount of \$100,000.00. The First Amendment was approved August 26, 2015 and increased the contract amount to \$132,000.00. The Second Amendment was approved April 6, 2016 and increased the contract amount to \$207,000.00. The Third Amendment was executed on November 21, 2016 to extend the contract term to December 31, 2018. The Fourth Amendment will increase the contract amount to \$313,500.00.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract Renewal Contract X Change Orders

Contract Start Date	2/18/2015
Expiration Date	12/31/2018
Original Commission Approval	\$ 207,000.00
Initial Encumbrance	\$ 207,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT15-1091, CT16-1091
Increase Encumbrance	\$ 106,500.00
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

<p>Amount: <u> \$ 106,500.00 </u> <i>Seq #2</i></p> <p>Fund Code <u>53003 - 3420 - 1159 - 54 - WD1501 -</u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - -</u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>
<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - -</u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - -</u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>

Attach additional pages for more FOAPALS

Vendor Name: ARCADIS US, Inc.

Vendor Address: 100 E. Campus View Blvd., Suite 200 Columbus, OH 43235

Street City State Zipcode + 4

Federal ID: 57-0373224

Commodity Code: 96896

Purpose: Fourth Amendment of Contract for As-Needed Services

Contact Person: Lisa Burton-Yates Water/Water Engineering 12/16/2016

Department/Division Date

Originating Department Director's Signature: *Marcus Powell*

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.

for *Ladhera Loffler* 12/20/16 CT16-1091

Finance Director Signature Date CORD#1

Joseph Marshall 12/19/16

CF Prepared by Date CF/CT Number

SA 12/19/16

**FOURTH AMENDMENT TO THE
AGREEMENT FOR ENGINEERING SERVICES**

This Fourth Amendment is dated this _____ day of _____, 2017, between the City of Dayton, Ohio (“City”) and ARCADIS US, Inc., a Delaware Corporation with an office at 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (hereinafter referred to as the “Consultant”).

WHEREAS, On February 18, 2015 the Commission of the City of Dayton, Ohio, approved an Agreement for Engineering Services, CT15-1091, (“Agreement”) between the City and Consultant; and

WHEREAS, On August 26, 2015 the Commission of the City of Dayton, Ohio, approved a First Amendment to the Agreement for Engineering Services, CT15-1091, (“Agreement”) between the City and Consultant; and

WHEREAS, On April 6, 2016 the Commission of the City of Dayton, Ohio, approved a Second Amendment to the Agreement for Engineering Services, CT15-1091, (“Agreement”) between the City and Consultant; and

WHEREAS, On November 21, 2016 the Third Amendment to the Agreement for Engineering Services, CT15-1091, (“Agreement”) between the City and Consultant was executed; and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. Article 2, Services To Be Performed By Consultant, shall be amended to include the following:

Consultant shall also perform the Services described in Attachment A4, which is attached hereto and incorporated herein.

2. Article 3, Compensation, shall be amended to include the following:

City shall pay Consultant the additional compensation set forth in Attachment B4, which is attached hereto and incorporated herein.

3. The City and Consultant hereby agree that Attachment A4 and Attachment B4, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

4. Except as amended by this Fourth Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have caused this Fourth Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO

ARCADIS US, Inc.

City Manager

By _____

Title _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney LWB

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

_____, 2017

Min./Bk. _____ Pg. _____

Clerk of the Commission

**ATTACHMENT A4
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: As-Needed Professional Engineering Services
Engineer: ARCADIS US, Inc.

SCOPE OF SERVICES

The purpose of this Amendment is to perform professional engineering services. The engineering services shall be for Cost of Service Modeling Support related to the Dayton/Montgomery County contract negotiations for Water and Sewer rates and other related services.

**ATTACHMENT B4
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: As-Needed Professional Engineering Services
Engineer: ARCADIS US, Inc.

COMPENSATION

For additional services performed by Consultant, as set forth in Attachment A4, the City shall pay Consultant as follows:

FEE SCHEDULE

As-Needed (hourly not to Exceed)	\$106,500.00
TOTAL	\$106,500.00



City Manager's Report

5.

From **2600 - Economic Development**

Date **December 28, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$591,500.00 thru 12-31-2017**

Name **CityWide Development Corporation**

Address **8 N. Main Street
Dayton, OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Development Fund	16300-2600-1221-41	\$591,500.00

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

Description

The Department of Economic Development requests approval to enter into a Development Partnership Agreement to provide \$591,500.00 to CityWide Development Corporation. These funds will support the following development efforts:

- I. Asset-Based Development in areas including the DaVinci Redevelopment Implementation, the Phoenix project, and the Genesis project.
- II. Market-Rate Housing Development including site-specific adaptive reuse planning, development services for private developers, and coordination of development activity with the Greater Downtown plan.
- III. Tech Town Recruitment efforts including the marketing of available space, identification of potential leases within strategic business sectors, support of start-ups and entrepreneur activity at Tech Town, and coordination of Tech Town marketing with the Aerospace Hub initiatives.
- IV. The West Dayton Strategic Initiative: organizing and leading a work team focused on analyzing and developing investment opportunities at a neighborhood level. Outcomes will include detailed work plans for 4 – 6 neighborhoods and identification of measurable objectives and timelines to guide, track, and manage implementation. The work team will also pursue grant funding and community partnership agreements to support selected intervention strategies based on the 'healthy neighborhood' index.

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

The Agreement will commence upon execution by the City and expire on December 31, 2017.

A Certificate of Funds for \$591,500 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT17-1642

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	upon execution
Expiration Date	12/31/17
Original Commission Approval	\$ 591,500.00
Initial Encumbrance	\$ 591,500.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 591,500.00 </u> Fund Code <u>16300 - 2600 - 1221 - 41 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: City Wide Development Corp

Vendor Address: 8 N. Main Street Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 31-0821189

Commodity Code: 96100

Purpose: 2017 Development Partnership Agreement

Contact Person: Jill Bramini Economic Development 12/16/2016
Department/Division Date

Originating Department Director's Signature: *Fred P. Weber*

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.

Lasha Letten
 Finance Director Signature

Jay Masha
 CF Prepared by

12/20/16
 Date

12/19/16
 Date

CT17-1642

CF/CT Number

DEVELOPMENT PARTNERSHIP AGREEMENT

This DEVELOPMENT PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into between CityWide Development Corporation, a corporation in the State of Ohio, located at 7 North Main Street, Dayton, Ohio 45402 (hereinafter referred to as “CityWide”) and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (hereinafter referred to as “City”).

WITNESSETH THAT:

WHEREAS, City desires to improve its employment base by attracting businesses to Dayton and encouraging expansion of existing businesses; and,

WHEREAS, City desires to improve its asset base by attracting investment to Dayton; and,

WHEREAS, City desires to improve its housing base by attracting top-quality developers to Dayton; and,

WHEREAS, CityWide is strategically positioned to provide support in the above mentioned areas; and,

WHEREAS, City believes that a partnership with and providing support to CityWide under the terms and conditions set forth herein is in the best interest of City.

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

ARTICLE 1. SCOPE OF SERVICES

CityWide will perform the services outlined in Attachment A – *Scope of Services*, attached hereto and incorporated herein. City and CityWide, by mutual agreement in writing, may amend or revise Attachment A at any point during the term.

ARTICLE 2. TERM

The initial term of this Agreement shall begin upon full execution or on January 1st, 2017, whichever comes later; and it will expire on December 31, 2017.

ARTICLE 3. FUNDING

- A. City will provide funding to CityWide not to exceed Five Hundred Ninety-One Thousand Five Hundred Dollars and Zero Cents (\$591,000.00) as described in Attachment B – *Funding*, which is attached hereto and incorporated herein. CityWide is solely responsible for all costs in excess of the funding provided by City hereunder. The funding set forth in Attachment B is for the current term of this Agreement. City and CityWide, by mutual agreement in writing, may rebalance the funding allocation at any point during the term.
- B. For those funds programmed for ongoing services as described in Attachment A, CityWide must invoice City quarterly, using a form substantially similar to Attachment C, Request for Disbursement, attached hereto and incorporated herein. The Request for Disbursement shall be supported by an invoice or invoices stating the invoice period, the total amount requested, the detailed work and/or services actually performed, and such records, information, and/or documentation appropriate to substantiate the invoice amount. Where applicable, CityWide shall also provide evidence of payment

of such costs. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

- C. The City acknowledges and agrees that CityWide personnel may be required to travel in performance of the Services. City agrees to reimburse CityWide for its travel expenses reasonably incurred in performance of the Services. However, payment for such reimbursable expenses is subject to the following limitations:
- a. Air travel reimbursement is limited to coach/economy rates. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement. CityWide shall not be reimbursed for travel expenses to any meetings in Montgomery County, Ohio, or any adjoining Ohio counties.
 - b. Reimbursable expenses are limited to those out-of-pocket expenses paid by CityWide to some third party, excluding itself, and its employees, excluding any other contractor and sub-contractor and excluding any third party in which CityWide has an ownership interest or CityWide receives payments or benefits in consideration for service or product orders given to that third party.
 - c. Amounts billed as reimbursable expenses are limited to direct costs incurred by CityWide and shall not include any multiple or additional percentage of those costs.
 - d. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. Purchase of alcoholic beverages and other items for which public funds cannot be legally expended are not reimbursable. The cost of alcoholic beverages or entertainment shall not be reimbursed.
 - e. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.
 - f. Whenever possible, CityWide should obtain prior authorization from City for travel.

ARTICLE 4. SPECIFIC CONDITIONS

- A. CityWide shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. CityWide shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.
- B. It is the City of Dayton's commitment to encourage the greatest participation possible of Minority- and Women-owned, Small, and Local Businesses on all projects, joint agreements, and bid opportunities through City's Procurement Enhancement Program (PEP) and other initiatives.
- C. CityWide shall make good faith efforts to hire qualified and City of Dayton Human Relations Council (HRC) Procurement Enhancement Plan (PEP) certified contractors, and particularly those suppliers located in the city of Dayton, to complete work and services associated with the Project.
- D. At the completion of the Project, CityWide shall provide to City a PEP Report regarding the use of certified Minority- and Women-owned and Small businesses, as designated by City.
- E. If it becomes necessary for review, audit, or verification purposes, CityWide shall allow City to inspect applicable, confidential records.

F. CityWide agrees to supply additional information upon request by City and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 5. TERMINATION

- A. This Agreement may be immediately terminated under any of the following circumstances:
1. A receiver for CityWide's assets is appointed by a court of competent jurisdiction.
 2. CityWide is divested of its rights, powers, and privileges under this Agreement by operation of law.
 3. CityWide's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of CityWide to remedy such failure within thirty (30) days from the date of written notice from City.
 4. CityWide's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 5. One or both parties desires to terminate this Agreement and upon giving thirty (30) days prior written notice to the other party.

In the event of termination, CityWide shall repay to City within three (3) business days from the effective date of termination all funds provided but not used for the purposes set forth in this Agreement hereunder and, upon such repayment, CityWide shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION

CityWide shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of CityWide, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or CityWide's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

The parties hereby agree that CityWide 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. As an independent contractor, CityWide understands and agrees that any and all persons retained or hired to perform the CityWide's duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment.

CityWide understands and agrees that it is not a City employee, and therefore, shall not be entitled to, nor will it make a claim for, any of the emoluments of employment with the City of Dayton. CityWide is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, CityWide shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

ARTICLE 9. POLITICAL CONTRIBUTIONS

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

ARTICLE 10. RECORDS AND RETENTION

CityWide shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which CityWide will be reimbursed hereunder 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 City may request, CityWide shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. CityWide shall permit 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 contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by CityWide and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments 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, CityWide 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 11. TAX REPRESENTATION

CityWide certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which CityWide is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, CityWide currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or CityWide filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against CityWide. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS

- A. Conflict of Interest. CityWide covenants that it 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 or completion of the Project.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by 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 City's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by CityWide.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: Ford Weber, Director
Department of Economic Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For CityWide: Steve Budd
CityWide Development Corporation
8 North Main St.
Dayton, OH 45402

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

CITYWIDE DEVELOPMENT CORPORATION

By: _____

Its: _____

CITY OF DAYTON, OHIO

City Manager

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission



Exhibit A

Development Partnership Proposal: 2017 Work Plan for the City of Dayton

Introduction

CityWide Development Corporation is the long time non-profit development arm of the City of Dayton. The company has been an economic and community development partner with the City of Dayton for 45 years and is a Certified Community Development Financial Institution. CityWide's corporate mission is to "Strengthen Dayton through strategic economic and community development" and it is within that mission that we propose to partner with the City of Dayton on the following development strategies:

1. Asset-Based Development

- a. Supported by private sector partners and community based organizations, CityWide will develop, update and implement comprehensive community revitalization plans throughout the City of Dayton, with a particular focus on approved community development plans. The plans will include detailed analysis of neighborhoods supported by data gathering and mapping.
- b. CityWide will submit written tactical work plans with specific community development strategies, timelines and measurable objectives.
- c. CityWide staff will coordinate community organizing and outreach activities in support of work plan goals and objectives.
- d. CityWide staff will pursue funding opportunities that would support future plan implementation by responding to NOFA's, writing grant applications, and pursuing other opportunities available to CDFI organizations.
- e. CityWide staff will track and report private investment in community development project areas.

2. Downtown Mixed-Use Development

- a. CityWide staff will lead, support and drive mixed-use development in the core of downtown generally and specifically within the nine-block area bounded by Ludlow Street, Sixth Street, Saint Clair Street and Third Street. ("The Nine").
- b. 2017 priorities for The Nine include beginning construction of the Levitt Pavilion and identifying the key infrastructure and building development priorities to support and leverage the Pavilion project.

- c. CityWide staff will engage with and support the private sector planning and redevelopment of the Historic Arcade properties.

3. Tech Town Recruitment

- a. CityWide staff will lead the redevelopment activities at Tech Town. This includes Master Planning, facility planning, campus and building management, tenant relations, tenant services, tenant recruitment, tenant marketing, project promotion, and neighborhood engagement.
- b. CityWide staff will support and develop the ongoing Dayton-Israel Trade Alliance.
- c. CityWide staff will participate in the Mayor's Manufacturing Task Force, with a focus on additive manufacturing and technology commercialization.
- d. CityWide staff will pursue funding opportunities that will support further development of Tech Town.

4. West Dayton Strategic Initiative

- a. CityWide staff will lead and organize strategic development of Area 1, the Wright-Dunbar Business District.
- b. CityWide staff will lead and organize strategic development of Area 2 Westwood / Residence Park
- c. CityWide staff will lead and organize strategic development of Area 3 Choice Neighborhoods Initiative
- d. CityWide staff will support City's strategic development of the West Third Street Corridor, including the USEPA Brownfield Grant and the Home Avenue redevelopment of the Wright Brothers Factory Aviation Heritage National Park site.
- e. CityWide staff will support the City's ongoing engagement with the Dayton VA Medical Center.

Attachment B

2017 Funding Allocation

1. Asset Based Development
 - a. City of Dayton funding \$163,000
 - b. Quarterly payments of \$40,750 based on documented performance
 - c. CityWide matching investment of \$625,000 via private sector contributions

 2. Housing Development
 - a. City of Dayton funding of \$180,000
 - b. Quarterly payments of \$37,500 based on documented performance
 - c. Estimated pre-development expenses of \$30,000 with payment via reimbursement
 - d. CityWide will provide matching investment of \$40,000

 3. Tech Town
 - a. City of Dayton funding of \$173,500
 - b. Quarterly payments of \$37,500 based on documented performance
 - c. Estimated marketing expenses of \$23,500 with payment via reimbursement
 - d. CityWide will provide matching investment \$65,000

 4. West Dayton Strategic Initiative
 - a. City of Dayton funding of \$75,000
 - b. Quarterly payments of \$18,750 based on documented performance
-

Total City Contribution	\$591,500
Total CWDC Contribution	\$730,000
<u>TOTAL PROJECT FUNDING</u>	\$1,321,500

Attachment C
Request for Disbursement

**City of Dayton
Department of Economic Development
Request for Disbursement**

DATE _____ VENDOR/ORGANIZATION _____

AMOUNT REQUESTED _____

The above-named vendor/organization hereby submits this request for reimbursement. We have reviewed our agreement with the City of Dayton and believe our request meets the eligibility requirements for reimbursement as detailed below.

_____ The expenses for which reimbursement is sought were actually incurred as established by the attached documentation.

For Development Agreements:

- Copies of paid Invoices and proof of payment (ie copy of cancelled check) for construction and/or equipment/materials.

For Professional Services Agreements:

- List of activities performed and the hours and wages associated with those activities.

_____ The expenses were incurred and/or services were performed during the eligible time frame outlined in the agreement.

_____ The expenses were incurred for eligible activities as outlined in the agreement.

_____ Activity reports (Professional Services Agreements ONLY) have been submitted for review and approval to the Department of Economic Development.

_____ For "completed" projects: attached evidence of project completion (photos, Certificate of Use and Occupancy, etc.).

_____ Organization has met all job creation and retention requirements if applicable or is on track to meet such requirements. (Detail job creation and retention requirements and status thereof below if appropriate.)

ADDITIONAL INFORMATION:

[Over]

**City of Dayton
Department of Economic Development
Request for Disbursement**

For more information, please feel free to contact me unless another person is identified below.

Submitted by:

Signature: _____

Title: _____

Phone: _____

Email: _____

Alternative contact for further information if applicable:

Name

Title

Email

Phone



City Manager's Report

6.

From **3420 - Water/Water Engineering**

Date **December 28, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$30,000.00 (thru 6/2018)**

Name **David E. Rager Management Consulting, LLC.**

Address **444 Warren Avenue
Cincinnati, Ohio 45220**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds	53003-3420-1159-54-WD1501	\$15,000.00
2016 Sewer Capital Funds	55004-3420-1159-54-WD1501	\$15,000.00

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

Description

**AS-NEEDED UTILITY MANAGEMENT CONSULTING AGREEMENT
FIRST AMENDMENT**

The Department of Water requests permission for a First Amendment (Amendment) with David E. Rager Management Consulting, LLC in the Amount of \$30,000.00. This Amendment will cover additional "as-needed" Utility Management Consulting Services. The consulting services will be used only when requested by the City. David E. Rager Management Consulting, LLC was selected based upon its unique qualifications, expertise in the utility management field, and past performance.

The original Agreement was approved on April 27, 2016 in the amount of \$75,000.00. The First Amendment will increase the contract amount to \$105,000.00.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES**

This First Amendment is dated this _____ day of _____, 2017, between the City of Dayton, Ohio (“City”) and David E. Rager Management Consulting, LLC with an office at 444 Warren Avenue, Cincinnati, Ohio 45220 (hereinafter referred to as the “Contractor”).

WHEREAS, On April 27, 2016 the Commission of the City of Dayton, Ohio, approved an Agreement for Consulting Services, CT16-1416, (“Agreement”) between the City and Contractor; and

WHEREAS, The parties desire to enter into a First Amendment to modify the terms of the Agreement; and,

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. Article 2, Subsection C, On-Call Services is deleted in its entirety and replaced with the following:

C. ON-CALL SERVICES

The Contractor shall be compensated for eighty (80) hours of on-call services per month. Services provided shall be at the direction of the Director of the Department of Water. The Contractor shall provide the City each month with written documentation of on-call services provided and shall notify the City when the number of hours for services in a calendar month is anticipated to exceed eighty (80) hours.

Prior to commencing the work in excess of eighty (80) hours in a calendar month, the Contractor shall obtain the written approval of the Director of the Department of Water. Within ten (10) business days from the date of receipt of a Work Request or other mutually agreed upon date, Contractor shall provide the City with a written “Scope of Services”, which shall include the price for the Work Request services and a time frame for completion of the specified services.

Upon the City’s review of the Scope of Services, the City shall indicate its acceptance of Scope of Services and authorize the service to be performed by furnishing Contractor with a written “Notice to Proceed”, which shall reference and incorporate the Scope of Services.

2. Article 3, Subsection A, Total Compensation is deleted in its entirety and replaced with the following:

A. TOTAL COMPENSATION

The total remuneration of this Agreement shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) for all services to be provided by Contractor pursuant to this Agreement. The Contractor shall be paid at an hourly rate of ONE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$145.00) for actual hours worked. This rate is all-inclusive, additional costs, including but not limited to

extraordinary travel made at the request of the City will be reimbursed OUT OF THE total compensation amount as outlined in Article 3, subsection B, Travel.

3. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor have caused this First Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO

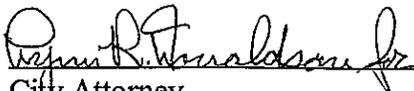
**DAVID E. RAGER MANAGEMENT
CONSULTING, LLC**

City Manager

By _____

Title _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney CSB

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

_____, 2017

Min./Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

7

From **3470 - Water/Environmental Protection**

Date **December 28, 2016**

Expense Type **Contract Modification**

Total Amount **\$60,000.00 (thru 12/2018)**

Supplier, Vendor, Company, Individual

Name **Dayton Society Of Natural History**

Address **2600 DeWeese Parkway
Dayton, Ohio 45414 - 5499**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 Water Operating Fund	53000-3470-1159-55	\$10,000.00
2017 Storm Water Operating Fund	58000-3470-1159-55	\$10,000.00
2017 Source Water Protection Fund	53997-3470-1159-55	\$10,000.00
2018 Water Operating Fund	53000-3470-1159-55	\$10,000.00
2018 Storm Water Operating Fund	58000-3470-1159-55	\$10,000.00
2018 Source Water Protection Fund	53997-3470-1159-55	\$10,000.00

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

Description

**DAYTON CHILDREN'S WATER FESTIVAL
FIRST AMENDMENT**

The Department of Water requests permission to enter into a First Amendment (Amendment) with Dayton Society of Natural History in the amount of \$60,000.00. This Amendment will cover administration of services and fund administration needed to plan and facilitate the Dayton Children's Water Festival through 2018. The City of Dayton and the Children's Water Festival (CWF) Planning Committee secured the Dayton Society of Natural History (DSNH) as the Program Administrator for the CWF. The City of Dayton, serving as Chair of the Planning Committee, will maintain oversight of all actions and decisions made on behalf of the Festival. The CWF will be held on Wednesday, May 10, 2017 and May 9, 2018 at the University of Dayton.

The original Agreement was approved on March 18, 2015 in the amount of \$50,000.00. This Amendment will increase the contract amount to \$110,000.00.

The First Amendment shall expire upon expenditure of all funds provided herein or on December 31, 2018.

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

A Certificate of Funds for 2017 in the amount of \$30,000 is included.

Michelle D. Seniors 12-14-16

Division

[Signature]

Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Orders

Contract Start Date	03/18/15
Expiration Date	12/31/18
Original Commission Approval	\$ 50,000.00
Initial Encumbrance	\$ 20,000.00
Remaining Commission Approval	\$ 30,000.00
Original CT/CF	CT15-1113
Increase Encumbrance	\$ 60,000.00
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ 30,000.00

Required Documentation

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

<p>Amount: \$ <u>10,000.00</u> #1</p> <p>Fund Code <u>58000</u> - <u>3470</u> - <u>1159</u> - <u>55</u> - <u> </u> - <u> </u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>	<p>Amount: \$ <u>10,000.00</u> #2</p> <p>Fund Code <u>53000</u> - <u>3470</u> - <u>1159</u> - <u>55</u> - <u> </u> - <u> </u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>
<p>Amount: \$ <u>10,000.00</u> #3</p> <p>Fund Code <u>53997</u> - <u>3470</u> - <u>1159</u> - <u>55</u> - <u> </u> - <u> </u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u> </u> - <u> </u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>

Attach additional pages for more FOAPALS

Vendor Name: Children's Water Festival c/o Dayton Society of Natural History

Vendor Address: 2600 Deweese Parkway Dayton OH 45414-5499

Street City State Zipcode + 4

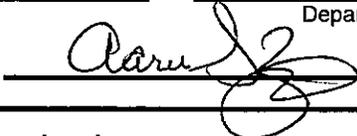
Federal ID: 31-0585917

Commodity Code: 208-68

Purpose: Funding for the 2017 Children's Water Festival. \$30,000 remaining Commission approval from initial encumbrance, and \$30,000 remaining Commission approval for 2018.

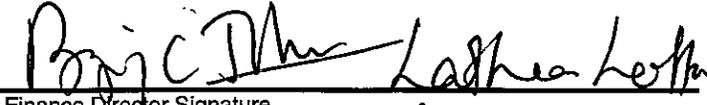
Contact Person: Felicia Graham x8598 Water - Environmental Management 12/16/2016

Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

 12/20/16

Finance Director Signature Date

 12/19/16 CT17-1113

CF Prepared by Date CF/CT Number

SA 12/19/16

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES**

This First Amendment is dated this _____ day of _____, 2016, between the City of Dayton, Ohio (“City”) and The Dayton Society of Natural History (“Administrator”).

WHEREAS, On March 18, 2015 the Commission of the City of Dayton, Ohio, approved an Agreement for Services, CT15-1113, (“Agreement”) between the City and Administrator; and

WHEREAS, The City desiring additional services, and the Administrator willing to perform such services for additional compensation.

NOW THEREFORE, the City and the Administrator agree to amend their Agreement as follows:

1. The City and Administrator hereby agree that “**ARTICLE I. WORK TO BE PERFORMED BY ADMINISTRATOR**” shall be amended to include the following:

Administrator shall also provide the Services set forth in Attachment A1, which is attached hereto and incorporated herein for the 2017 and 2018 Children’s Water Festivals.

2. The City and Administrator hereby agree that “**ARTICLE II. TERM**” shall be deleted in its entirety and replaced with the following:

ARTICLE II. TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2018, whichever date is earlier.

3. The City and Administrator hereby agree that “**ARTICLE III. FUNDING**” shall be amended to include the following:

City shall pay Administrator additional compensation as set forth in Attachment B1, which is attached hereto and incorporated herein.

4. The City and Administrator hereby agree that Attachment A1 and Attachment B1, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

5. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City and Administrator have caused this First Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO

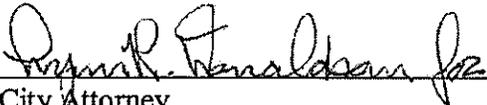
THE DAYTON SOCIETY OF NATURAL HISTORY

City Manager

By _____

Title _____

APPROVED AS TO FORM AND CORRECTNESS:



City Attorney LSB

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

**ATTACHMENT A1
TO
AGREEMENT FOR SERVICES**

City: City of Dayton, Ohio
Project: Funds Management for 2017 and 2018 Children's Water Festivals
Administrator: The Dayton Society of Natural History

SCOPE OF SERVICES

The additional services to be performed by Administrator are as follows:

The Dayton Society of Natural History, agrees to maintain its 501(c)(3) status and to carry out the following work activities relative to the 2017 and 2018 Children's Water Festivals (May 10, 2017 and May 9, 2018):

- 1) Establish a Restricted Fund for the Children's Water Festival.
- 2) Place all contributions to the Children's Water Festival in the Restricted Fund.
- 3) Disburse all Children's Water Festival expenses from the Restricted Fund.
- 4) Provide written monthly updates of the accounts, budget, and fund raising contributions for the Children's Water Festival to the Planning Committee.
- 5) Meet and confer with City staff, at such times as the City may require, to review the agreement performance and objectives.
- 6) Attend the Children's Water Festival to finalize any payment agreement with vendors.
- 7) Send acknowledgment letters to contributors.
- 8) Submit a written report to the City within ninety (90) days after the completion of the Children's Water Festival. The report shall detail contributions and expenditures made pursuant to this Agreement.

**ATTACHMENT B1
TO
AGREEMENT FOR SERVICES**

City: City of Dayton, Ohio
Project: Funds Management for 2017 and 2018 Children's Water Festivals
Administrator: The Dayton Society of Natural History

COMPENSATION

For additional services performed by Administrator, as set forth in Attachment A1, the City shall pay Administrator as follows:

A. Water festival Fund.

The Administrator shall establish a Restricted Fund account for the Children's Water Festival.

The City will deposit Thirty Thousand Dollars (\$30,000) per year into the Children's Water Festival Restricted Fund account for the 2017 and 2018 Children's Water Festivals. The time and manner in which funds are deposited shall be mutually acceptable to both parties. These funds shall be applied toward the cost of providing transportation to and/or from the Children's Water Festival, the supply of educational materials for the teachers, and the provision of hands on educational activities for the students.

B. Compensation to Administrator.

The Administrator understands and agrees that it will be compensated a flat fee of One Thousand Five Hundred Dollars (\$1,500) for each Children's Water Festival. This fee is for performing all services under this Agreement and ensuring that the funds are disbursed from the Children's Water Festival Restricted Fund account.



City Manager's Report

8

From **3470 - Water/Environmental Protection**

Date **December 28, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$75,702.00 (thru 12/2017)**

Name **Harrison Township**

Address **5945 N. Dixie Dr.
Dayton, OH 45414**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 Source Water Protection	53997-3470-1271-55	\$75,702.00

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

Description

HARRISON TOWNSHIP SOURCE WATER PROTECTION AGREEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with Harrison Township, in the amount of \$75,702.00 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

Approved by City Commission

Michelle D. Simmons 12-2016

Division *Public Works*

Department *Public Works*

City Manager *James C. ...*

Clerk

Date

SOURCEWATER PROTECTION AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2017 is between the City of Dayton, Ohio, (the "City") and Harrison Township - Montgomery County, Ohio ("Contractor").

ARTICLE I - SCOPE OF SERVICES

Contractor shall provide services to reduce the risk of ground water 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 Seventy Five Thousand, Seven Hundred Two Dollars (\$75,702) for Services provided during this Agreement. The budget shall be that shown on Attachment 3. Upon submission of an invoice by Contractor, the City agrees to pay Contractor Seventy Five Thousand, Seven Hundred Two Dollars (\$75,702) 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 a 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

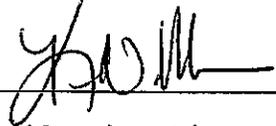
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

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

HARRISON TOWNSHIP, OHIO

City Manager

By:  _____

Title: ADMINISTRATOR

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

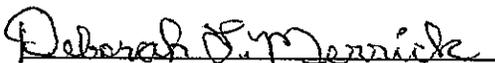
**APPROVED BY THE HARRISON
TOWNSHIP TRUSTEES ON:**

_____, 2016

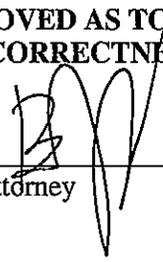
December 3, 2016

Min. /Bk. _____ Page _____

Clerk of the Commission


Clerk of the Township Trustees

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

LB/gcm

ATTACHMENT 1

WORK PROGRAM - 2017

Harrison Township will assist with the environmentally sound development of the Source Water Protection Area (SWPA) and Water Resources Area (WR) land within the township 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 WR. Distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPA and WR. Include SWPP information on township website.
2. Assist Public Health Dayton & Montgomery County (PHDMC) in identification of potential inventory sources in the new WR. 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 the SWPP and Harrison Township 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. If a business is determined to be 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, Harrison Township shall take steps to correct the non-compliance(s). 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 Harrison Township 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 a short article for 1 issue for every two years of the PROGRESS News.
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 SWPA and the WR. Provide links to the County's DRG3 and to DEM's Blue-Gold Certification on Harrison Township's website.
10. 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

WORK PROGRAM DELIVERABLES - 2017

All the above activities require deliverables to PHDMC, and/or the Source Water Protection Board, and/or DEM *in the 2017 Annual Report¹ (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. Assist PHDMC in identifying businesses and prohibitions in the new 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 Dayton Dept. of Water in obtaining access for well installation, sampling, and maintenance	Quarterly and Annual Report
5. List of 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. <i>PROGRESS News</i> articles	Include article in Annual Report
8. Summary of participation in Children's Water Festival	Annual Report
9. Post DRG3 links to PHDMC and DEM	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

¹A 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

**HARRISON TOWNSHIP
ESTIMATED BUDGET
2017 Source Water Protection Agreement**

Year 18 – calendar 2017

Personnel

Salary and Benefits \$ 72,402.00

Operating Expenses

Mileage \$ 1,800.00

Supplies \$ 1,500.00

Total Amount for 2017 \$ 75,702.00



City Manager's Report

9

From 3500 - Rec YS/Convention Center

Date December 28, 2016

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount \$74,232.00

Name Mechanical Construction Managers LLC
dba Rieck Services

Address 5245 Wadsworth Road
Dayton, Ohio 45414

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	11000-3500-1166-11	\$74,232.00

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

Description

THIRD AMENDMENT TO AGREEMENT WITH MECHANICAL CONSTRUCTION MANAGERS LLC DBA RIECK SERVICES

The Recreation and Youth Services Convention Center Division requests this third amendment to the agreement with Mechanical Construction Managers LLC dba Rieck Services to allow for an additional one year renewal for a full-service maintenance agreement. This service agreement provides preventative maintenance, 24 hour a day repair labor and necessary parts for the Convention Center's HVAC system.

The initial term of this agreement was for three years from February 10, 2012 to December 31, 2014 and included two one-year renewal options. This request will commence upon approval and expire December 31, 2017.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____
Stephen C. Capellas
Department _____
Spencer Clark
City Manager

Approved by City Commission

Clerk

Date

**THIRD RENEWAL AND AMENDMENT OF
FULL SERVICE MAINTENANCE AGREEMENT**

This Third Renewal and Amendment, entered into this _____ day of _____, 2016, is between the City of Dayton, Ohio (“City”) and Mechanical Construction Managers, LLC dba Rieck Services, with an office located at 5245 Wadsworth Road, Dayton, Ohio 45414, (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a Full Service Maintenance Agreement on February 10, 2012 (“Agreement”) to provide certain comprehensive maintenance services for environmental mechanical systems at the Dayton Convention Center; and

WHEREAS, City and Contractor have exercised the two renewal options initially provided for in the Agreement; and

WHEREAS, City has a need for additional maintenance services and therefore desires to amend the Agreement to allow for a third renewal option and exercise such third renewal option; and

WHEREAS, Contractor is willing to provide the services for additional compensation and City and Contractor agree upon the amount to be paid for the additional services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Contractor hereby agree to amend and renew the Agreement as follows:

1. Article Three of the Agreement is hereby deleted in its entirety and replaced with:

ARTICLE III – TERM

This Agreement shall be effective for a period of three (3) years, commencing upon execution of this Agreement by both parties, unless terminated earlier in accordance with the provisions of this Agreement. After this initial three year period, three (3) one-year renewals may be exercised with price and terms to be negotiated and agreed upon by both parties and approved by the City Commission, if necessary.

2. Pursuant to Article III of the Agreement, both City and Contractor hereby mutually agree to exercise the third one-year renewal option. This renewal period shall begin on January 1, 2017 and terminate on December 31, 2017.

3. Article Two of the Agreement is hereby deleted in its entirety and replaced with:

ARTICLE II – PAYMENT

The City shall pay Contractor a sum not to exceed Sixty-Five Thousand Five Hundred Eighty Dollars (\$65,580) in year one; Sixty-Eight Thousand Nine Hundred Forty Dollars (\$68,940) in year two; Sixty-Eight Thousand Nine Hundred Forty Dollars (\$68,940) in year

three; Seventy Thousand Six Hundred Sixty-Eight Dollars (\$70,668) in year four for the first renewal option; Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Zero Cents (\$72,432.00) in year five for the second renewal option; and, Seventy-Four Thousand Two Hundred Thirty-Two Dollars and Zero Cents (\$74,232.00) in year six for the third renewal option of the Agreement for all services to be provided by Contractor. Payment of the annual fee shall be made in twelve equal monthly installments, upon receipt of an invoice from Contractor. All invoices for payment shall state the amount payable, and shall be sent to the City's Director of Recreation & Youth Services, Division of Convention Center, 22 East Fifth Street, Dayton, Ohio 45402. Payment shall be tendered within thirty (30) days from receipt of the invoice.

3. Except as modified by this Third Renewal and Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Contractor, each by a duly authorized representative, have executed this Third Renewal and Amendment to the Full Service Maintenance Agreement as of the date first set forth above.

THE CITY OF DAYTON, OHIO

MECHANICAL CONSTRUCTION MANAGERS, LLC dba RIECK SERVICES

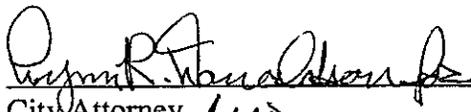
City Manager

By: _____

Print: _____

APPROVED AS TO FORM AND CORRECTNESS:

Title: _____



City Attorney *MM*

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

10,

From **2600 - Economic Development**

Date **December 28, 2016**

Expense Type **Payment of Voucher**

Supplier, Vendor, Company, Individual

Total Amount **\$5,027.00** thru 12-31-2016

Name **Soil and Materials Engineers, Inc.**

Address **43980 Plymouth Oaks Blvd
Plymouth, Michigan 48170**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1159-41	\$5,027.00

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

Description

The Department of Economic Development requests City Commission approval to make a payment to Soil and Materials Engineers, Inc. (SME) in connection with an environmental remediation project that took place on Wayne Avenue in 2014. The project involved the removal of contaminated underground storage tanks.

SME was working under a valid Professional Services Agreement, which subsequently expired on December 31, 2014. However, a representative of the company recently explained to us that they had misplaced an invoice from a subcontractor, and therefore they did not invoice the City against their Agreement in a timely manner. SME is now asking us to pay an invoice as it relates to the work that was done in 2014.

Since the subcontractor's work was performed in good faith, we are therefore requesting a payment of voucher to reimburse SME for the expenses, as indicated by the invoice.

It is my recommendation that no disciplinary action be taken in this matter because it was entirely due to the vendor's negligence. The Department of Economic Development will modify its standard contract language to require vendors to submit invoices for full payment within sixty days of project completion.

Based upon the invoice, the total amount due to SME is \$5,027.00.

A Certificate of Funds for \$5,027.00 is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CF16-0246

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order:

Contract Start Date	upon execution
Expiration Date	12/31/16
Original Commission Approval	\$ 5,027.00
Initial Encumbrance	\$ 5,027.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> </u> \$ 5,027.00 Fund Code <u>10000</u> - <u>2600</u> - <u>1159</u> - <u>41</u> - <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Soil and Materials Engineers, Inc.

Vendor Address: 43980 Plymouth Oaks Blvd. Plymouth MI 48170
Street City State Zipcode + 4

Federal ID: 38-1738670

Commodity Code: 96100

Purpose: Payment of Voucher

Contact Person: Jill Bramini Economic Development 12/16/2016
Department/Division Date

Originating Department Director's Signature: *Zond P. Weber*

SECTION II - to be completed by the Finance Department

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

Bojic M Lathue Hoffman
 Finance Director Signature

Jeff H Mashae
 CF Prepared by

12/20/16
 Date

12/19/16
 Date

CF16-0246

CF/CT Number



43980 Plymouth Oaks Blvd.
 Plymouth, MI 48170-2584
 Phone: 734-454-9900 Fax: 734-454-7685

INVOICE

Remit to:
 SME
 P.O. Box 673166
 Detroit, MI 48267-3166

Mr. Keith Klein
 Sr. Economic Development Specialist
 City of Dayton
 Office of Economic Development
 101 W Third St
 Dayton, OH 45402

November 04, 2016
 Invoice No: 71297

Project 069943.00 Dayton 1315 Wayne UST removal
Professional Services from September 19, 2016 to October 23, 2016

Subconsultants/Subcontractors

Reimbursed Subcontract

10/19/2016 SRW ENVIRONMENTAL DRW Drilling Invoice 5,027.00
 SERVICES

Total Subconsultants/Subcontractors 5,027.00

Total this Invoice

5,027.00
\$5,027.00

Thank you for the opportunity to be of service.
 Project Manager Keith Egan

*OK to pay.
 - Keith Klein
 11/18/16*

PO/CTR ORDER # 160246 APPROVED AMT \$ 5,027.00
 ACCOUNT DISTRIBUTION 10000-2600-1159-41
 (Payment without order must have account codes)
 DATE GOODS/SVCS. REC'D _____
 FINAL PAY (YES/NO) (Circle One) _____
 DIVISION APPROVAL _____
 (Optional)
 DEPT. APPROVAL Fred P. Weber
 (Required)



SRW ENVIRONMENTAL SERVICES, INC.
 320 S Wayne Ave
 Cincinnati, OH 45215
 PH: 513.576.0009

Soil and Material Engineers,
 Inc.
 One N Commercial Park
 Drive Suite 222

Invoice: 22570
 Invoice Date: 03/15/15
 Due Date: 04/14/15
 Terms: Net 30 days
 Bill Reference: 03/2015 - 21

Contract: 360.008 City of Dayton

Page 1 of 1

Phase: 09.00. CONSULTING- GENERAL

Field Supplies	Date	Units	UM	Unit Price	Amount
SRW Drilling Invoice	11/07/14		EA		4,570.00
				Field Supplies	4,570.00
				Total For 09.00.	4,570.00
				Invoice Total	4,570.00

80606
 069943.00
 10/21/2016 \$4,750

2/10/21
 Keith Egan

[Signature]
 cosign



1 North Commerce Park Dr.
Suite 318
Cincinnati, OH 45215-3187

T (513) 898-9430

www.sme-usa.com

November 2, 2016

Mr. Keith Klein
Senior Economic Development Specialist
City of Dayton
Office of Economic Development
101 West Third Street
Dayton, Ohio

RE: 1315 Wayne Street UST Removal and BUSTR Tier Investigation
Final Invoice

Dear Keith:

We finished our work on this site in January 2014 with the submittal of the Tier 1 Investigation report to the Bureau of Underground Storage Tank Regulations. Our original contract approved fee for the entire project was \$112,000. However, not all tasks were performed and the approved fee for the tasks we completed, the Underground Storage Tank (UST) Closure and the Tier 1 investigation was \$49,150. To date, we have invoiced the City of Dayton \$34,621.68 for the performance of these two tasks.

The Tier 1 investigation required the installation of several monitoring wells which was performed by SRW Environmental Services, Inc. Somehow their invoice was lost and we just received it. Enclosed is our invoice for the well installation subcontractor of \$5,027.00. This brings the total cost of the project to \$39,648.68 or 20% under budget.

I apologize for the delay in invoicing this portion of our work. Please call me at (513) 898-9430 if you have any questions regarding this matter.

Respectfully

SME

A handwritten signature in black ink, appearing to read "Keith Egan", with a horizontal line extending to the right. The word "cosign" is written in small text below the signature.

Keith Egan, CP\$259
Senior Consultant

Enclosure

MEMORANDUM



December 12, 2016

TO: Kenneth Couch, Director
Human Resources

FROM: Catherine Crosby, Executive Director
Human Relations Council

SUBJECT: Independent Contractor Status – Omega CDC

I am submitting this independent contractor questionnaire to the Department of Human Resources for review to ensure that the agreement does not violate any City of Dayton labor agreements or employment policies.

If in your determination it does not, please sign on the line below and return this document to me at the Human Relations Council.

If you have any questions or concerns, please contact me at x1395.

The Department of Human Resources has determined this agreement does not violate any City labor agreements or employment policies.

SIGNED:



Department of Human Resources

DATE:

12-12-16

December 15, 2016

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

FROM: Catherine Crosby, Executive Director
Human Relations Council



SUBJECT: Contract with Omega Community Development Corporation

Please find attached a City Manager's Report, Certificate of Funds, Independent Contractor's Questionnaire and a copy of the Agreement which was approved by the Law Department.

This Agreement will provide funding for street outreach, client engagement; life coaching, violence interruption and conflict de-escalation services in neighborhoods where groups at high risk for gun violence operate.

We request that this Agreement be placed on the December 28, 2016 City Manager's calendar.

If you have any questions, please call me at x1395. Thank you.

INDEPENDENT CONTRACTOR STATUS QUESTIONNAIRE

1. How, if at all, has the work been performed in the past?
In the past street outreach, violence interruption, and client support for individuals wishing to leave the gun violent lifestyle has been performed by the street advocates who are currently employees of the Omega Community Development Corporation (OCDC) under contract to the City of Dayton, or prior to that, OCDC as a sub-contractor to another non-profit agency (Dayton Urban League) who was under contract to the City of Dayton.
2. Who is being asked to perform the work on this occasion? Why?
Marlon Shackelford, Darren Byrd, and Julius Ruby are presently serving as Community Initiative to Reduce Gun Violence (CIRGV) street advocates (SA) through OCDC. Both of the Street Advocates have been trained as street outreach workers and violence interrupters. Shackelford, Byrd, and Ruby bring their reputation and community relationships or “street cred” to the individuals who are most at risk for group and gang gun violence in Dayton neighborhoods.
3. What is the legal status of the person being asked to perform the work (i.e. sole proprietor, partnership, or corporation). **The Omega Community Development Corporation is a not-for profit community development organization.**
4. How was the person selected to perform the work (i.e., in response to a RFP, sealed bid, or other)? **OCDC has been engaged with CIRGV since before the CIRGV strategy was applied to law enforcement and service providers in Dayton (early 2008). OCDC has a deep concern for individuals caught in the violent lifestyle. OCDC voluntarily committed to developing and supporting street outreach workers. This type of outreach work requires a unique blend of organic community relationships and structured fiscal accountability.**
5. Does the person selected have any special expertise or professional Credentials? **Yes. OCDC, via Shackelford, Byrd, and Ruby have been serving as street advocates since 2008. They have received numerous trainings geared to the specialized street outreach and violence interruption work.**

INDEPENDENT CONTRACTOR STATUS QUESTIONNAIRE

6. Does the person advertise? **No.**

7. Does the person contract with others besides the City? If so, whom?
Not currently. OCDC has previously contracted with the City of Dayton for specialized services such serving as a sub-recipient and service provider for Freedom Schools.

8. Does the person have a separate business location/office? **Yes.** Where? **Omega Community Development Corporation, 1810 Harvard Blvd., Dayton, OH 45406**

9. Does the person have employees?
Yes.

10. Does the person have Worker's Compensation insurance? Liability Insurance?
Yes, OCDC pays Worker's Compensation insurance. Yes, OCDC has liability insurance.

11. Where is the work to be performed? **The work is to be performed in CIRGV targeted neighborhoods throughout the community, at the OCDC administrative offices, and at area supportive service agencies.**

12. What, if any materials, supplies, and equipment will be utilized in Performing the work? **The materials, supplies, and equipment needed to perform work include – general office supplies, computers, cell phones, copier, and fax machine.**

13. Who is responsible for providing the materials, supplies, and equipment utilized in performing the work? **OCDC is responsible for providing the materials.**

INDEPENDENT CONTRACTOR STATUS QUESTIONNAIRE

14. What work is to be performed? **OCDC is to provide street outreach service to individuals at risk for gun and violent group involvement and assure that outreach workers make initial and ongoing contacts with CIRGV members. OCDC will guide CIRGV members to and through supportive services and programs that reduce their risk of involvement in gun violence and violent groups. OCDC will manage Street Advocate/outreach worker activities and progress towards achieving contract deliverables. The work also includes providing reports and other documents that communicate program progression and verify work performed. Additionally, the OCDC will ensure that Street Advocates attend CIRGV interconnected events that promote non-violence and canvass the community with relevant information following shootings. For additional, details see scope for services (attached).**

15. Who determines when the work is to be performed? **OCDC in collaboration with the CIRGV program coordinator and CIRGV teams determine when work is performed. The CIRGV teams are comprised of community volunteers, area service providers, and law enforcement agencies and makes decisions about work needs based on Street Advocate reports, gun violence, group member involvement, violence intervention, CIRGV member, and community needs.**

16. Who determines how the work is to be performed? **How the work is performed is determined by OCDC, the CIRGV program coordinator, and CIRGV teams based on gun violence reduction initiative best practices around the United States. The work methods are evaluated for effectiveness and adjusted accordingly. The work is performed in accordance with the scope of services. For additional details, see scope of services with agreement (attached).**

17. To whom does the person performing the work report? **Jared Grandy is responsible for coordinating CIRGV related activities in collaboration with all CIRGV teams, including the Leadership Team, Services Team, and Community Team. He will be the point of contact for OCDC and will provide directions as needed. However, OCDC works under the CIRGV Services Team, which includes representatives from supportive services providers, community volunteers, and the CIRGV program coordinator.**

INDEPENDENT CONTRACTOR STATUS QUESTIONNAIRE

18. How dependent, if at all, are City operations upon the work being completed?
N/A
19. Is the person performing the work expected to work any set hours? If so, Who keeps track of the hours? **OCDC is not expected to work during set hours. The work and hours are nontraditional and will vary based on CIRGV member's support needs, operating hours of various services providers, incidents of gun violence, and the need for community support and education. The work is evaluated by specific outputs and outcomes. OCDC will track their activities using mutually agreed upon forms that track CIRGV related activities and progress towards achieving the predetermined deliverables. For additional details, see scope of services with agreement (attached).**
20. Does anyone from the City supervise the work? **No. OCDC will submit monthly "Progress Reports" to the City of Dayton point of contact (Jared Grandy, CIRGV program coordinator). The mutually agreed upon forms that track program activities will be reviewed monthly as well. Jared Grandy, the CIRGV Program Coordinator, will serve as the point of contact for OCDC and will review submissions. Additionally, the CIRGV teams monitor the work expectations according to the program design and needs.**
21. How long will the work be performed? **The work will be performed over twelve months or until the funds are exhausted.**
22. How often will the work be performed? Once? Weekly? Daily? As-needed? (explain). **The work will be performed as needed. This type of street outreach requires the ability to perform work with consideration for support services provider hours of operation, CIRGV member support needs, incidents of gun violence, the need for targeted violence intervention, and the need for community education and information. Work during varied days and hours is expected in order to achieve the predetermined deliverables. For additional details, see scope of service with agreement (attached).**
23. How will the person performing the work be paid and at what rate? **This is a reimbursement based Agreement. OCDC will be paid monthly (on a**

INDEPENDENT CONTRACTOR STATUS QUESTIONNAIRE

reimbursement basis) for agreed upon services and activities as indicated in the Agreement. A not to exceed amount is specified by the Agreement.

24. How was the rate and method of payment arrived at? **The rate and method of payment was decided based upon previous work performed, budgetary constraints, and the cost associated with work performed by other similar initiatives.**

25. What is the total dollar amount of the contract? **The total dollar amount of the contract is not to exceed \$150,000 (on a reimbursement basis)**

Note: As used in this questionnaire, work includes the delivery of a product and/ or performance of a task service.

AGREEMENT

This Agreement for the services component of the Community Initiative to Reduce Gun Violence ("CIRGV") in greater Dayton, dated this _____ day of _____, 2017, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and the Omega Community Development Corporation, a not-for-profit corporation existing under the laws of the State of Ohio ("OCDC").

WITNESSETH THAT:

WHEREAS, CIRGV is a regional partnership to reduce the incidents of homicides and other gun crimes caused by group-related gun violence; and

WHEREAS, the services set forth herein are a necessary component of this regional effort to reduce homicides and other gun crimes caused by group-related gun violence; and

WHEREAS, the City and the City of Trotwood, Ohio have agreed to provide financial resources to support the services set forth herein; and

WHEREAS, the OCDC has provided community outreach services for at-risk individuals involved with group-related gun violence since 2008; and

WHEREAS, the City desires to continue to engage OCDC to provide certain services and assistance in connection with the Community Initiative to Reduce Gun Violence;

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

ARTICLE 1. SCOPE OF SERVICES

OCDC shall provide services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City. These services shall be provided to individuals associated with groups that are at high risk of involvement in gun-related violence. Services shall include, but are not limited to, street outreach and life coaching. OCDC 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 January 1, 2017, and shall terminate on December 31, 2017, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE 3. PAYMENT

The City shall pay an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to OCDC for the services to be performed pursuant to this Agreement, as reflected in Exhibit A. Expenditures to accomplish the purposes of this Agreement and administrative

expenses combined are not to exceed this amount. Administrative expenses are not to exceed seventeen percent (17%) of the direct expenditures made for the provision of services under this Agreement.

ARTICLE 4. INDEPENDENT CONTRACTOR

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

OCDC and its employees, agents, subcontractors, consultants and any other persons retained or hired by the OCDC to assist in the performance of the Services are not City employees, and therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton and the OCDC shall indemnify the City against any such claims by its employees, agents, subcontractors, and consultants for such City employee benefits. OCDC acknowledges and agrees that its employees, agents, subcontractors, and consultants are not public employees for purposes of participation in the Ohio Public Employees Retirement System ("OPERS"). OCDC will be solely responsible to withhold and pay all applicable local, state and federal taxes for its employees.

ARTICLE 5. ASSIGNMENT

OCDC shall not assign 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 OCDC from any obligation under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude OCDC from retaining the services of other contractors, consultants and/or the assistance of other organizations in the performance of the services hereunder.

ARTICLE 6. SUBCONTRACTING

OCDC may not subcontract any of the services it is to provide pursuant to this Agreement without the express written consent of the City. All subcontractors are subject to the same terms, conditions and covenants contained in this Agreement. OCDC is responsible for making direct payments to all subcontractors for any and all services provided by such contractor.

ARTICLE 7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

OCDC 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 by OCDC that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of the 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 8. RECORDS TO BE MAINTAINED BY OCDC

OCDC shall keep accurate and complete records as required by generally accepted accounting principles (“GAAP”) of all services provided. All costs and expenditures related to the services and this Agreement shall be supported by properly executed invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to this Agreement and 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, OCDC shall make available to the City and/or its designee all of its records, with respect to all matters covered under this Agreement, and will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records. In performing any independent audit, OCDC shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

The Federal and State Government, including the comptroller General of the United States and the Attorney General of the State of Ohio, along with the City of Dayton, has the right to examine or audit relevant financial records for a period not to exceed four (4) years after the expiration of the terms of this Agreement. The City and OCDC must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

As used in this provision, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

OCDC agrees that they shall take appropriate measures to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

ARTICLE 9. LIABILITY

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and /or negligent conduct of the parties’ respective employees and agents in the performance of the services. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Agreement.

ARTICLE 10. TERMINATION

The City or OCDC may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement. The notice shall state the date upon which such action is effective. In the event that this Agreement is terminated, OCDC shall be paid for all work and services provided and all supplies and materials procured up to the date of termination specified within the notice, and the City shall have no other responsibility to OCDC.

ARTICLE 11. MEETINGS AND EVALUATION

OCDC shall meet with the City and/or its designees at such times designated by the City to review and discuss OCDC's performance of this Agreement. OCDC 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 OCDC's performance.

ARTICLE 12. PROJECT REPORTING

OCDC shall submit monthly "Progress Reports" to the City in the form, content and frequency as required by the City and as specified in Exhibit A. Within sixty (60) days after expiration or termination of this Agreement, OCDC 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 OCDC's activities and outcomes of the services provided. This Article shall survive termination or expiration of this Agreement.

Performance reporting is essential for the City's effective administration of the CIRGV initiative. If OCDC fails to submit project reports and such breach continues uncured for more than thirty (30) days, the City may recover, and the OCDC shall pay, as liquidated damages for the breach, an amount equal to five hundred (\$500) for each month, or part of the month the project report is past due. Payments made by the City for invoices submitted will be reduced by the penalty amount.

ARTICLE 13. GENERAL PROVISIONS

A. Amendment

The City or OCDC 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; be approved by the City's Chief and Director of Department of Police; be signed by a duly authorized representative of the City and OCDC; and, if required or applicable, be 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 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:
Department of Police
335 West Third Street

OCDC:
Omega Community Development Corporation
P.O. Box 61368

Dayton, Ohio 45402
(937) 333-1093 Office
(937) 333-1321 Fax
Rebecca.Gaytko@DaytonOhio.gov

Dayton, Ohio 45406
(937) 723-8254 Office
(937) 278-5622 Fax
vward@omegacdc.org

and

City of Dayton
Human Relations Council (“HRC”)
ATTN: Jared Grandy, Community Police Relations Coordinator
371 W. Second Street, Suite 100
Dayton, OH 45402
(937) 333-1403 Office
(937) 222-4589 Fax
catherine.crosby@daytonohio.gov

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

D. Conflict of Interest

This Agreement shall not be interpreted or construed as to preclude, prevent or restrict OCDC from agreeing or otherwise contracting with parties other than the City; provided, however, that such other contract work in no way impedes OCDC’s ability to perform the services required under this Agreement.

OCDC 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 OCDC’s business. OCDC 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. OCDC will immediately report the discovery of any potential conflict of interest to the City.

E. Entire Agreement/Integration

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

F. Applicable Law and Venue

This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, OCDC 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.

G. Political Activity

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

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

CITY OF DAYTON, OHIO

**OMEGA COMMUNITY
DEVELOPMENT CORPORATION**

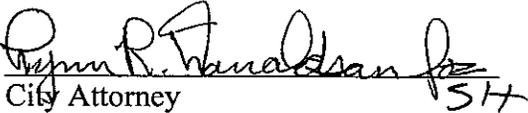
City Manager

By: _____

Print: _____

Its: _____

**APPROVED AS TO FORM
AND CORRECTNESS**


City Attorney

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

_____, 2016

Min./Bk. _____ Page _____

Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
COMMUNITY INITIATIVE TO REDUCE GUN VIOLENCE

1. PROGRAM

OCDC will provide street outreach engagement, violence interruption, and conflict de-escalation, in neighborhoods where groups at high risk for gun-related violence operate. The services provided will be monitored and adjusted as needed to ensure continuous improvement and effectiveness. Funding supports the cost of two (2) full time advocates and two (2) Americorp advocates, mileage, training expenses and any other expenses necessary to providing services.

2. PROGRAM GOALS

- A. Reduce gun related crimes
- B. Reduce illegal gun availability
- C. Increase and coordinate services and resources for at-risk individuals, especially those involved in the criminal justice system
- D. Increase participation of community residents and organizations in public safety efforts
- E. Improve community residents' attitude toward law enforcement and alleviate their concerns about safety
- F. Increase awareness of personal and legal consequences of gun violence
- G. Change community norms from a culture of violence to a culture that encourages safe communities promotes positive behaviors

3. PROGRAM STRATEGY

- A. Positive opportunity strategy that engages target population (mentoring, re-entry services and other positive social interactions)
- B. Education strategy education individuals on how to resolve conflicts without violence and resist peer pressure to carry guns
- C. Public information strategy that utilizes multiple media outlets to promote positive behaviors, communicate dangers and consequences of gun violence and provide information on positive community engagement activities
- D. Community-police relations strategy that encourages positive interactions between the community and police
- E. Suppression strategy that reduces access to illegal guns and illegal gun trafficking in communities that targets individuals with the highest likelihood to be involved in activities that lead to gun violence
- F. Criminal justice system strategy to respond to individuals or groups involved in gun related crimes or high risk lifestyles that have potential for gun violence

4. 2017 TARGET NEIGHBORHOODS

- A. Westwood
- B. Miami Chapel
- C. North Riverdale
- D. Santa Clara
- E. Five Oaks

5. OCDC RESPONSIBILITIES

OCDC will be responsible for the following administrative and programmatic functions:

- A. Programmatic Responsibilities; including, but not limited to, the following:
 - 1. OCDC must provide a primary point of contact for supervising the implementation of the violence intervention component of CIRGV.
 - 2. Maintaining and reporting on program implementation and status; and
 - 3. Communicating social service needs of CIRGV participants to the CIRGV case manager.
 - 4. Conducting aggressive outreach and marketing efforts in communities with high instances of gun violence.
 - 5. Utilizing a database system to track participant progress and outcomes throughout their involvement in the program.
 - 6. Maintaining separate and confidential client files (paper and electronic) for all CIRGV related interactions.
 - 7. Maintaining and reporting on program implementation and status.
 - 8. Documented activities shall include, but are not limited to, intake, referral, follow-up, counseling, violence interruption, Violence Intervention Specialist training and administrative activities, outreach and any other CIRGV related activities. All forms should be transferred to the electronic database and entered within three (3) business days. The electronic database shall be updated weekly and accessible to the City at all times.
 - 9. Maintaining and responding immediately to the CIRGV Hotline number – 937-694-2465. Missed calls must be returned within thirty (30) minutes.
 - 10. Attending all scheduled meetings as required by the City.
 - 11. Ensuring that CIRGV employees, contractors, or volunteers do not accept compensation for any services to participants assigned to them while operating under the terms of the Agreement without prior approval of the City.
 - 12. Maintain an annual Affirmative Action Assurance Form on file with the Human Relations Council.

B. OCDC Administrative Responsibilities

- 1. The following documents must be signed and submitted to the HRC along with a signed copy of the executed contract. A separate file must be maintained on site for CIRGV employees and volunteers which shall include the following:
 - a. Conflict of Interest form
 - b. Confidentiality Statement
 - c. Ballistic Vest Policy
 - d. Secondary Employment form
 - e. Background check results
 - f. Drug screen results

OCDC shall comply with the following requirements for the submission of requests for reimbursement and shall contain the following information:

1. City contract number;
2. Invoice number;
3. Period covered;
4. Monthly progress report (See Section 9: Reporting Procedures);
5. Total amount requested;
6. Supporting payment document for all expense reimbursements
7. List of enclosed documents;
8. Agreement funding balance;
9. Other information OCDC desires to communicate to the City and to the CIRGV Program Coordinator or designee; and
10. Signature by OCDC's fiscal officer or chief official.

C. Supporting Documentation

OCDC shall collect, maintain and submit the following documentation and information with invoices for payment:

1. For project administration, the OCDC will include:
 - a) Summary of deliverables performed by employees during the time for which payment was requested.
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 OCDC's check showing that OCDC paid the vendor for goods/services.

Unless disputed or the City determines that insufficient documentation exists to substantiate the invoice, the City shall tender payment to OCDC within thirty (30) days of the receipt of the invoice. All questions regarding payments made or owed by the City must be directed to the CIRGV Coordinator.

8. DOCUMENTATION AND RECORD KEEPING

- A. To ensure that the program participants and services meet the program eligibility criteria, the OCDC must keep the following documentation current in the client database:

1. Name, address, sex and age of participant; and
2. Information regarding the participants involvement in a group at high risk for gun-related violence; and a
3. Description of services and resources provided to participants

OCDC will maintain case files, including the above information, for a period of not less than four (4) years after completion of the program. OCDC will maintain documents and financial records in accordance with the requirements for record retention specified in

Article 8 of the Agreement. Should OCDC no longer continue to provide services, all client files will be transferred to the City of Dayton Human Relations Council.

B. Participant Data

The OCDC shall maintain data demonstrating participant eligibility for the services provided under the terms of this Agreement. Individuals are eligible for services if they have participated in a call-in or if they meet the following criteria:

1. Does this person routinely possess or carry a firearm without a CCW?
2. Did the street advocate mediate a situation involving the person that might have led to violence?
3. Is the person a self-identified gang/group member?
4. Does the person live in a community with high potential for gun violence?
5. Is the person affiliated with a group with high potential for gun violence?

Participant records should include, but not be limited to, participant's name, address, involvement in a group at high risk for gun-related violence, and description of services provided. This information shall be available to the City or its designees for review upon request.

C. Disclosure

The OCDC understands that participant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the OCDC's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

9. REPORTING PROCEDURES

A. The City will require timely and consistent reports to ensure that the program is proceeding according to the work plan. The OCDC agrees to submit, with the monthly invoices, the following information:

1. Monthly Progress Reports

The OCDC must submit a progress report, invoice and request for upcoming month outreach activities by the 15th of the following month for which the invoice is being submitted. The monthly progress reports consist of the following documents:

- a) Quantitative data on the performance measures identified in Section 10.
- b) Narrative that includes the following:
 1. An explanation of any deliverables not met for the month
 2. Explanation of all hours listed under other

3. Explanation of community building activities to include location, number of people reached, purpose of the activity
 4. Explanation of violence interruption/canvassing activities to include location, number of people reached, any pertinent information that might assist with interrupting violence and community engagement
 5. Highlights
 6. Success stories
- c) Street advocate client list with documented client interactions, date and type of interaction

10. Measurable Outcome

The following information should be tracked and submitted with a monthly report that includes supporting narrative. The narrative should also include a monthly success story, if available.

Client Support

- a) # of CIRGV list clients seeking services
- b) # of new CIRGV clients for the month
- c) # of CIRGV clients that reoffend
- d) # of incarcerated CIRGV clients
- e) # of referrals
- f) Type of referrals
- g) # of contacts per month (goal of 4 per client)
- h) Type of contact

Community Building

- i) # of community members participating in Live w/ Honor activities
- j) # of community engagement activities (narrative should include location, description and how the activity fulfills the mission of the CIRGV initiative)
- k) # of people reached through community engagement activities (include demographic information if available)

Violence Interruption

- l) # of neighborhoods canvassed (include neighborhood name and significant findings in narrative)
- m) # of people reached

Other & Reporting (Administrative)

- n) # of administrative hours
- o) # of Other with description of activities

For Internal Data Tracking Purposes Only

- p) # of community referred CIRGV clients**
- q) # of community referred CIRGV clients that re-offend**
- r) # of incarcerated community referred CIRGV clients**
- s) # of individuals on probation**
- t) # of individuals on parole**



City Manager's Report

12.

From 5320 - Finance/Tax & Accounting

Date December 28, 2016

Expense Type Service Agreement

Total Amount \$64,000.00 (through December 2017)

Supplier, Vendor, Company, Individual

Name United American Capital Corporation

Address 75 E. Wilson Bridge Rd, Suite C-3
Worthington, OH 43085

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Treasury Investment Fund	16010-5320-1158-64	\$ 48,000.00
Water Construction Fund	53806-5320-1158-64	\$ 8,000.00
Sewer Construction Fund	55806-5320-1158-64	\$ 8,000.00

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

Description

The Department of Finance requests City Commission approval to enter into an agreement with United American Capital Corporation (UACC) for investment advisory services. UACC is the City's current investment advisor and provides professional oversight of \$263 million of the City's total \$329 million portfolio. All investment activity will be in compliance with the Ohio Revised Code as well as the City of Dayton Investment Ordinance and Investment Policy. City staff will monitor all investment activities and meet with UACC staff on a quarterly basis to approve overall investment strategy, discuss market conditions and review economic trends.

The company will provide investment advice and recommendations regarding the investment and reinvestment of City funds. The Department of Finance recommends UACC as our investment advisor based on past proven performance. The company is one of the largest firms in Ohio to exclusively manage the investments of public entities including, counties, municipalities, school districts, colleges, libraries, and port authorities and has over \$4.2 billion in assets under discretionary management.

The current agreement expires on January 18, 2017. The term of this agreement is for a period of one (1) year, commencing on January 19, 2017. The fixed monthly fee is \$4,000.00 per month. The annual fee for the management of the Water and Sewer Revenue Bonds will remain at five basis points (.05%) of the total market value of the bond proceeds. The Department of Finance intends to issue an RFP in 2017 for investment advisory services commencing on January 19, 2018.

A Certificate of Funds in the amount of \$64,000 through December 31, 2017 and a copy of the agreement are attached. City Commission approval is requested to cover estimated fees for the following period:

1/1/2017-12/31/17 \$64,000.00

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT17-1634

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

<u> X </u> New Contract	<u> </u> Renewal Contract	<u> </u> Change Order:
Contract Start Date	01/19/17	Required Documentation <input checked="" type="checkbox"/> Initial City Manager's Report <input checked="" type="checkbox"/> Initial Certificate of Funds <input type="checkbox"/> Initial Agreement/Contract <input type="checkbox"/> Copy of City Manager's Report <input type="checkbox"/> Copy of Original Certificate of Funds
Expiration Date	01/18/18	
Original Commission Approval	\$ 64,000.00	
Initial Encumbrance	\$ 64,000.00	
Remaining Commission Approval	\$ -	
Original CT/CF	\$ -	
Increase Encumbrance	\$ -	
Decrease Encumbrance	\$ -	
Remaining Commission Approval	\$ -	

Amount: <u> \$ 48,000.00 </u> Fund Code <u>16010 - 5320 - 1158 - 64 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> \$ 8,000.00 </u> Fund Code <u>53806 - 5320 - 1158 - 64 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> \$ 8,000.00 </u> Fund Code <u>55806 - 5320 - 1158 - 64 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: United American Capital Corporation

Vendor Address: PO Box 1917 Westerville OH 43086
Street City State Zipcode + 4

Federal ID: 31-1328101

Commodity Code: 94656

Purpose: Investment Advisor services. Previous CT# - CT160303 and CT161389.

Contact Person: LISA WILSON FINANCE/TREASURY 12/8/2016
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

CF Prepared by

12-16-16
Date

12/16/16
Date

CT17-1634
CF/CT Number

AGREEMENT FOR INVESTMENT ADVISORY SERVICES

This Agreement is entered into on this 19th day of January, 2017, by and between the City of Dayton, Ohio (“City”) and United American Capital Corporation, 75 East Wilson Bridge Road, Suite C-3, Worthington, Ohio 43085 (“UACC”).

WHEREAS, UACC is registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and is experienced in providing investment advisory services to public entities; and

WHEREAS, the City and UACC are parties to an Agreement for Investment Advisory Services dated November 18, 2011, as amended by a First Amendment to Agreement for Investment Advisory Services entered into in January 2015 (the “Original Agreement”); and

WHEREAS, on February 24, 2016 the parties entered into an Addendum to the Original Agreement with respect to the City’s Bond Proceeds Account(s), the term of which remains in effect until the later of the termination of the Original Agreement or such time as each project or projects financed by the City’s bonds has been completed and the bond proceeds managed by UACC thereunder have been expended (the “2016 Addendum”); and

WHEREAS, the term of the Original Agreement will expire on January 18, 2017, and the City desires to engage UACC to continue to provide investment advisory services to the City subject to specific conditions as set forth herein; and

WHEREAS, UACC is currently managing bond proceeds of the City under the 2016 Addendum;

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. UACC accepts appointment by the City as investment advisor and will provide investment advice and recommendations, regarding the investment and reinvestment of funds of the City. Such recommendations and advice will pertain to eligible investments, as defined under relevant ordinances of the City.

2. The City authorizes UACC, on a discretionary basis, to make investment decisions and to execute investment transactions on a delivery vs payment basis, and to trade in any securities as defined under relevant City ordinances, using such funds as designated by the Director of Finance. City funds to be invested may include operating funds and other such funds as determined by the Director of Finance. Upon the purchase or sale of portfolio assets, transaction advices will be transmitted to the Director of Finance or staff persons as designated by the Director of Finance and the City’s designated custodian, representing such investment transactions executed by UACC. The City assumes full responsibility for any and all investment decisions and/or investment transactions not recommended or executed by UACC, including the placement of time deposits, money market funds (or accounts), banking-related services, activity in STAR OHIO, or such funds not managed by UACC. The selection and use of money market funds, or money market accounts, shall be determined by the Director of Finance.

3. UACC shall issue investment reports to the Director of Finance. UACC shall issue such reports on a monthly basis, or for such periods as requested by the Director of Finance. UACC shall participate in scheduled investment committee meetings, if requested, and at such times as determined by the Director of Finance.

4. The Director of Finance shall designate a custodian ("Custodian") for the safekeeping of cash and securities, accounting for the credit of income and maturities, and reconciling investment transactions and investment assets versus the Custodian statement. Under no circumstances will UACC have control over the duties and responsibilities of the Custodian, except to provide instructions regarding the purchase or sale of eligible investments. The custody agreement will be signed by the custodian bank and the City.

5. In consideration for the services to be provided under this Agreement, the City will pay UACC a monthly fee, payable in arrears ("Fixed Monthly Fee") during the term of this Agreement. The Fixed Monthly Fee shall be FOUR THOUSAND DOLLARS AND ZERO CENTS (\$4,000.00). The City may elect to pay UACC's monthly fee from its custody account. If such election is made, and at the City's direction, UACC will invoice the Custodian for the Fixed Monthly Fee. In such case, the Client must make arrangements with, or otherwise instruct, the Custodian to pay the Fixed Fee to UACC from Client's custodial account upon presentation of an invoice by UACC to the Custodian.

6. The term of this Agreement shall be for a period of one (1) year, commencing on January 19, 2017. Upon expiration of the term, the Agreement will remain in full force and effect on the same terms and conditions then existing on a month-to-month basis until terminated or renewed for a specific period of time. Upon agreement by the City and UACC, the terms of this Agreement may be revised or modified at any time. If revisions are made, the City may elect to reissue the Agreement for another specific period of time. Either party may terminate this Agreement at any time after giving (60) days written notice. If the Agreement is terminated, UACC shall be paid for services provided under this Agreement up to the date of termination. UACC will provide additional investment advisory services at the request of the City, for an additional fee agreed to by the parties of this Agreement. The terms and conditions of any such additional investment advisory services shall be set forth in an amendment or addendum to this Agreement. For the avoidance of doubt, the parties acknowledge that the 2016 Addendum will remain in effect in accordance with its terms with respect to any bond proceeds being managed by UACC under the 2016 Addendum, notwithstanding the expiration of the Original Agreement. Any additional bond proceeds accounts hereafter assigned to UACC will be subject to one or more additional addenda entered into pursuant to this Section 6.

7. UACC is registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940. In accordance with the provisions of this Act, UACC shall not assign any portion of the Agreement without the consent of the Director of Finance. The Director of Finance acknowledges that she has received contemporaneously herewith a copy of UACC's investment advisor brochure (Part 2 of UACC's form ADV) and brochure supplements of UACC's advisory personnel. The City shall have the right to terminate this Agreement without penalty within five (5) business days after the date of this Agreement.

8. All records, data, and information provided by the City pursuant to the Agreement shall be regarded as confidential by UACC, and UACC may release such records, data, and information only to authorized persons of the City or to such other persons as the Director of Finance may authorize in writing or as otherwise required by law.

9. With reasonable advance written notice to UACC, at any time during normal business hours and as often as the City may reasonably deem necessary, UACC shall make available to the City all of its records with respect to all matters covered under the Agreement and will permit the City to audit, examine, and made excerpts or transcripts from such records and to have audits made of all records and documents pertaining in whole or in part to matters covered by the Agreement.

10. By execution hereof, UACC certifies that it does not owe any delinquent taxes to the City of Dayton and does not owe taxes for which UACC is liable under Chapters 5733, 5735, 5739, 5741, 5743 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, UACC currently is paying the delinquent taxes pursuant to an approved undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or has filed a petition in bankruptcy under 11 U.S.C. Section 101, et seq., or such petition has been filed against UACC or its subcontractors or agents. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

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

12. During the entire term of the Agreement, including any renewal term, UACC shall maintain a fidelity insurance coverage in an amount not less than One Million Dollars (\$1,000,000). UACC shall deliver a copy of its fidelity insurance policy to the Director of Finance upon execution of the Agreement.

13. UACC shall defend, indemnify, and save harmless the City, its officers, employees, and representative from and against all expenses, damages, claims, suits, or liabilities (including reasonable attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with a material breach in the performance of investment advisory services described herein, including intentional, wrongful and/or negligent conduct or omission of UACC or its employees, agents and contractors, and any violation of applicable federal, state and/or local law, rules, regulations, policies and procedures.

14. 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 law. The federal and state courts situated in Montgomery County, Ohio, shall have exclusive original jurisdiction in any dispute regarding the interpretation of the Agreement or performance thereunder.

15. Any communication or notice required or permitted by the 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 prepaid, to the address specified below:

To the City: The City of Dayton, Ohio
Director of Finance
101 W. Third Street
Dayton, Ohio 45402

To UACC: United American Capital Corporation
75 East Wilson Bridge Road
Suite C-3
Worthington, Ohio 43085

Nothing in this Section 15 shall be construed to restrict the transmission of routine communications between representatives of UACC and the City.

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

17. The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 17 shall not prevent the entire Agreement from being void in the event a provision which is of the essence of the Agreement is determined to be void.

18. By executing the Agreement, UACC acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, UACC shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Section 18. Except as set forth in this Agreement, UACC shall have no authority to assume or create any obligation on behalf of, or in the name of, the City without the express prior approval of the Director of Finance.

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

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

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

IN WITNESS WHEREOF, the City and UACC, each by a duly authorized representative, have caused the Agreement to be executed as of the date first written above.

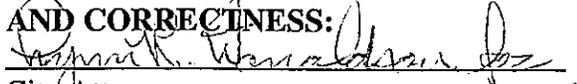
THE CITY OF DAYTON, OHIO

City Manager

UNITED AMERICAN CAPITAL CORPORATION

By _____
Title _____

APPROVED AS TO FORM AND CORRECTNESS:



City Attorney *LTB*

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission

MEMORANDUM



December 16, 2016

TO: Tammi L. Clements, Deputy City Manager
City Manager's Office

FROM: C. LaShea Lofton, Director
Department of Finance

C. LaShea Lofton
For LaShea Lofton

SUBJECT: Investment Advisor Services

The Department of Finance is requesting City Commission approval to enter into an Agreement with United American Capital Corporation (UACC) for investment advisory services. The UACC has provided institutional fixed-income investment management services for 25 years. The company is one of the largest firms in Ohio to exclusively manage the investments of public entities including, counties, municipalities, school districts, colleges, libraries, and port authorities. The UACC has over \$4.2 billion in discretionary assets under management, and also serves as investment advisor to a local government investment pool.

The Department of Finance has utilized the services of UACC since 2011. The company provides professional oversight of \$263 million of the City's total \$329 million portfolio. The President and Founder of UACC, Mr. Dennis Yacobozzi, has over 35-years experience in fixed-income investment management in public and private sectors. Mr. Yacobozzi developed and managed the Ohio Treasury STAR Ohio investment pool and currently teaches continuing education classes for the Ohio Treasurer's Center for Public Investment Management (CPIM). Mr. Yacobozzi's extensive knowledge of the City of Dayton's Investment Ordinance and Investment Policy ensures efficient use of City funds. Under UACC's management, the City's portfolio has outperformed the 2-year Agency Index Benchmark. It is for these reasons the Department of Finance recommends to continue the agreement for investment advisory services.

Safety of principal is the City's primary investment goal. Professional management of the City's portfolio will ensure daily oversight from investment professionals, including market analysis to determine the best maturities and securities to purchase, access to approved specialized government securities and lower transaction pricing through economies of scale. All investment activity will be in compliance with the Ohio Revised Code as well as the City of Dayton Investment Ordinance and Investment Policy. City staff will monitor all investment activities and meet quarterly with UACC staff to approve overall investment strategy, discuss market conditions and review economic trends.

To comply with specific requirements regarding investment of revenue bond proceeds, the Department of Finance has requested UACC manage the proceeds separately from other assets in the City's main operating portfolio. City securities will continue to be held in a separate custodial account. The UACC staff will work with the custodial institution to settle all transactions upon receipt/disbursement of agreed funds.

The current contract with UACC expires on January 18, 2017. The new 1-year agreement would commence on January 19, 2017 and be effective until January 18, 2018. The new agreement incorporates the addendum for 2015 Water and Sewer Revenue Bond proceeds. The fixed monthly fee will remain at \$4,000.00. The annual fee for the management of the Water and Sewer Revenue Bonds will remain at five basis points (.05%) of the total market value of the bond proceeds. The City will conduct a Request for Proposal (RFP) for investment advisory services in 2017.

The Department of Law has reviewed the Agreement for form and correctness. Please contact me at ext. 3578 if you have any questions.

CLL/lw

c: Mr. B. John
Mr. B. Smith
File



City Manager's Report

13.

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

Date **December 28, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$188,447.75 thru 3/31/17**

Name **Vanderlande Industries**

Address **1828 West Oak Parkway
Marietta, GA 30062-2275**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3220-1166-43	\$188,447.75

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

Description

Second Amendment to Professional Services Agreement with Vanderlande Industries

The Department of Aviation requests permission to enter into a Second Amendment to the Professional Services Agreement ("Second Amendment") with Vanderlande Industries. This Second Amendment extends the term of the agreement for three months and establishes the costs to be paid by the Department of Aviation for the services to be provided by Vanderlande Industries.

The original agreement, executed on January 4, 2012, provided for the operation and maintenance services of the Baggage Handling System. The First Amendment, executed October 3, 2012, authorized Vanderlande Industries to maintain a spare parts inventory, purchasing replacement and/or spare inventory parts, and invoice the Department of Aviation as necessary. The total cost of the agreement and the First Amendment is \$2,993,955.00 through December 31, 2016.

This Second Amendment is effective on the date of execution by the City and shall expire on March 31, 2017. The total base amount for the maintenance and operation of the Baggage Handling System will be \$2,907,402.75, an increase of \$138,447.75. The total amount of compensation for the replacement and/or spare inventory parts shall not exceed \$275,000.00, an increase of \$50,000.00. The total expenditures for the amended agreement will be \$3,182,402.75.

This Second Amendment is being funded with Aviation Operating Funds. The Department of Law has reviewed and approved the Second Amendment as to form and correctness. A Certificate of Funds in the amount of \$188,447.75 is attached.

Signatures/Approval

Approved by City Commission

Division

[Signature]

Department

[Signature]

City Manager

Clerk

Date

**SECOND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT is dated this _____ day of _____, 2016, between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”) and VanDerLande Industries, Inc., a Delaware corporation (“Contractor”).

WHEREAS, On January 4, 2012, the Commission of the City of Dayton approved the Agreement for Contractor to perform operations and maintenance for the Department of Aviation’s Baggage Handling System (BHS) at the Airport; and,

WHEREAS, On October 3, 2012, the Commission of the City of Dayton approved the First Amendment for Contractor to perform operations and maintenance for the Department of Aviation’s Baggage Handling System (BHS) at the Airport; and

WHEREAS, The parties mutually agree to extend the term of the agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and the benefits to be derived by each party, City and Contractor agree to amend the Agreement as follows:

1. Article II, Compensation, shall be deleted in its entirety and replaced with the following:

ARTICLE II. COMPENSATION

A. Payment Terms

Subject to all the terms and conditions of this agreement, the City shall pay to the Contractor, and the Contractor accepts the fees as specified below., for all work provided by the contractor and its subcontractors under this Agreement, with the exception of payment for replacement and/or spare parts as described in Article II, Section B.

Fixed Year 1 Cost	\$553,791
Fixed Year 2 Cost	\$553,791
Fixed Year 3 Cost	\$553,791
Fixed Year 4 Cost	\$553,791
Fixed Year 5 Cost	\$553,791
Fixed Cost – Extension	\$138,447.75
Total Fixed Cost	\$2,907,402.75

All invoices are subject to approval by the City and are due and payable on or about thirty (30) days after the receipt and approval by the City, unless disputed. All payments must be made by check payable to Contractor. The City will not unreasonably delay or withhold payment or approval of any invoice. Neither payments made or approval of invoices or services by the City shall be construed as final acceptance or approval of that part of Contractor's services to which such payment or approval relates. Such payments do not relieve Contractor of any obligations under this Agreement.

B. Purchase of Replacement/Spare Parts

Contractor agrees to purchase replacement and/or spare parts for the Department of Aviation's BHS inventory and invoice the City at the Contractor's cost plus a fifteen percent (15%) mark-up. Invoices shall be supported by a copy of the Contractor's purchase receipt indicating the actual price paid by the Contractor.

The total amount of compensation for the replacement/spare parts under this agreement shall not exceed Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00).

2. Article III, Term and Termination, Section A, Term, shall be deleted in its entirety and replaced with the following:

This Agreement is effective on the Effective Date and continues for five (5) years and three (3) months from the date set forth in the Notice to Proceed, unless sooner terminated under this Agreement. Performance begins on the date specified in the Notice to Proceed issued by the City.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

VANDERLANDE INDUSTRIES, INC.

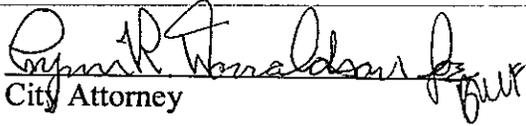
By:  - Wes Goode

Title: Vice President, Services

THE CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney

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

_____, 20__

Min./Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

14.

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

Date **December 28, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$288,000.00 thru 10/31/19**

Name **Wright Brothers Aero, Inc.**

Address **3700 McCauley Drive
Vandalia, OH 45377**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3210-1159-43	\$288,000.00

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

Description

Third Amendment of Lease Agreement Covering a Fixed Base Operation with Wright Brothers Aero, Inc.

The Department of Aviation requests permission to enter into a Third Amendment of Lease Agreement Covering a Fixed Base Operation ("Third Amendment") with Wright Brothers Aero, Inc. ("WBA") not to exceed \$288,000.00 over 36 months for a 24-hour On-Call/On-Demand Airline Maintenance Service ("On-Call Airline Maintenance") at the Dayton International Airport ("Airport"). The Airport has a duty to ensure that On-Call Airline Maintenance is available for the Part 121 Air Carriers ("Airlines") serving the Airport. On-Call Airline Maintenance includes, but is not limited to, minor and/or unscheduled maintenance carried out on an aircraft operated by one of the Airlines, that is out of service until a qualified A&P mechanic approves repairs that authorize the aircraft to be put back into service. This service ensures Airlines will be able to quickly address unexpected maintenance issues and limit possible flight cancellations or delays. Under this Third Amendment, the city will pay WBA not to exceed \$8,000.00 per month based on actual collections for On-Call Airline Maintenance by WBA.

The original Agreement was approved by the Commission on July 8, 2009 and terminates on June 30, 2039. The First Amendment was effective April 12, 2012 for a three-year term. The Second Amendment was effective April 20, 2015 through October 20, 2016. The provisions of this Third Amendment will be in force upon execution and terminating on October 31, 2019.

The Department of Law has reviewed and approved the Third Amendment as to form and correctness. A Certificate of Funds is attached in the amount of \$24,000.00 for the remainder of 2016.

Signatures/Approval

Approved by City Commission

Division _____


Department _____

Clerk _____

City Manager

Date _____

CERTIFICATE OF FUNDS

CT17-0334

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract X Renewal Contract _____ Change Order:

Contract Start Date	04/12/12
Expiration Date	10/31/19
Original Commission Approval	\$ 288,000.00
Initial Encumbrance	\$ 24,000.00
Remaining Commission Approval	\$ 264,000.00
Original CT/CF	CT120334
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	\$ -

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

Amount: <u> \$ 24,000.00 </u> Fund Code <u> 51000 </u> - <u> 3210 </u> - <u> 1159 </u> - <u> 43 </u> - _____ <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u> XXXX </u> - <u> XXXX </u> - <u> XXXX </u> - <u> XX </u> - <u> XXXX </u> - <u> XXXX </u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u> XXXXX </u> - <u> XXXX </u> - <u> XXXX </u> - <u> XX </u> - <u> XXXX </u> - <u> XXXX </u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u> XXXX </u> - <u> XXXX </u> - <u> XXXX </u> - <u> XX </u> - <u> XXXX </u> - <u> XXXX </u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Wright Bros Aero Inc

Vendor Address: 3700 McCauley Dr Vandalia Ohio 45377
Street City State Zipcode + 4

Federal ID: 310928112

Commodity Code: 92908

Purpose: Third Amendment to the Lease Agreement for \$288,000 covering a Fixed Base Operation for On-Call/On-Demand Airline Maintenance throught 10/31/2019. This certificate for \$24,000 is for a partial year and will be increased, as needed. Please see attached Third Amendment for additional details.

Contact Person: Cynthia Long Aviation/Properties 454-8201 10/5/2016
Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

 [Signature] Lashee Lottin
 Finance Director Signature

 12/20/16
 Date

 [Signature]
 CF Prepared by

 12/19/16
 Date

 CT17-0334
 CF/CT Number

SA 12/19/16

**THIRD AMENDMENT OF LEASE AGREEMENT
COVERING A FIXED BASE OPERATION
WITH WRIGHT BROTHERS AERO, INC.**

THIS THIRD AMENDMENT OF LEASE AGREEMENT COVERING A FIXED BASE OPERATION WITH WRIGHT BROTHERS AERO, INC. (“Amendment”) is made and entered into this ___ day of _____, 2016 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“Lessor”) and Wright Brothers Aero, Inc, an Ohio corporation (“Lessee”).

WHEREAS, on July 8, 2009, the Commission of the City of Dayton approved a Lease Agreement Covering a Fixed Base Operation with Wright Brothers Aero, Inc. (“Lease”), under which the Lessee leases Ground Space and Buildings located at the James M. Cox Dayton International Airport (“Airport”), and owned by Lessor, for use as a Fixed Base Operation (“FBO”). Lessee advised Lessor of its desire to continue to provide twenty-four (24) hour On-Call/On-Demand Airline Maintenance Service at the Airport. In response to this request, the Commission of the City of Dayton approved the First Amendment to the Lease on April 12, 2012, under which Lessee provides On-Call/On-Demand Airline Maintenance Service for Airline aircraft at the Airport. On April 20, 2015, the Commission of the City of Dayton approved the Second Amendment to the Lease, under which the service was continued for an additional 18 months; and

WHEREAS, Lessor finds it advantageous to itself and the operation of the Airport and in the best interests of the Lessor to amend the Lease and continue this service for an additional three years.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived by each party, Lessor and Lessee agree to amend the Lease as follows:

1. Article II, subsection H shall be deleted in its entirety and replaced with the following:

H. On-Call/On-Demand Airline Maintenance Service (“On-Call Airline Maintenance”) includes, but is not limited to, minor and/or unscheduled maintenance carried out on an aircraft operated by an Airline that is out of service until a qualified A&P mechanic approves repairs that authorize the aircraft to be put back into service. Lessor has a duty to ensure that twenty-four (24) hour On-Call Airline Maintenance is available for the Part 121 Air Carriers (“Airlines”) serving the Airport. If twenty-four (24) hour On-Call Airline Maintenance is not provided, minor and/or unscheduled maintenance issues will delay or cancel Airline flights. Twenty-four (24) hour On-Call Airline Maintenance will reduce the number of Airline flights that are delayed

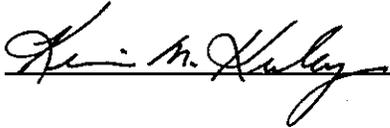
or cancelled due to minor and/or unscheduled maintenance issues and enhance customer service at the Airport.

Lessee shall provide twenty-four (24) hour On-Call Airline Maintenance. Lessee shall respond to On-Call/On-Demand Airline Maintenance Service requests within thirty (30) minutes. Lessee will charge a minimum of Two Hundred Eighty-Five Dollars (\$285.00) per call and a minimum of Three Hundred Dollars (\$300.00) per airline per month if an Airline has Lessee under contract for On-Call Airline Maintenance and Airline does not utilize such service. Lessee will provide Lessor a monthly report showing total revenue for On-Call Airline Maintenance. Lessee shall make all records pertaining to On-Call Airline Maintenance available to Lessor upon twenty-four (24) hours' notice.

1. If the total Gross Revenue for On-Call Airline Maintenance is less than Twenty Thousand Dollars (\$20,000.00) per month, Lessor shall pay Lessee the difference between the monthly On-Call Airline Maintenance Gross Revenue and Twenty Thousand Dollars (\$20,000.00), not to exceed Eight Thousand Dollars (\$8,000.00) per month for maintaining availability of twenty-four (24) hour On-Call Airline Maintenance at the Airport.
 2. If the total Gross Revenue for On-Call Airline Maintenance is Twenty Thousand Dollars (\$20,000.00) or greater per month, Lessor shall not pay Lessee for maintaining availability of twenty-four (24) hour On-Call Airline Maintenance at the Airport.
 3. Twenty-Four (24) hour On-Call Airline Maintenance may be cancelled upon thirty (30) days' written notice by Lessor or Lessee.
 4. The provisions of this subsection H shall be in force beginning from the date of execution of this Amendment and terminate on October 31, 2019.
 5. After October 31, 2019, if necessary, this agreement can continue on a month-to-month basis that may be terminated at any time by Lessor or Lessee, upon written, mutual agreement between Lessor and Lessee.
2. All provisions of this Lease, except as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee, each by a duly authorized representative, have executed this Third Amendment as of the date first set forth above.

WRIGHT BROTHERS AERO, INC.

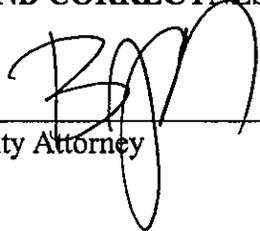
By: 

Title: President

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney LSD
RUE

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

15.

From **3420 - Water/Water Engineering**

Date **December 28, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$1,205,821.00 (thru 6/2018)**

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

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Fund (Debt)	53806-3445-1424-54-WF1615	\$1,205,821.00

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

Description

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
(17% MBE, 5% WBE, 5% SBE GOAL/17% MBE, 5% WBE, 5% SBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with C.G. Construction and Utilities, Inc. in the amount of \$1,205,821.00 for the Springfield Street Water Main Improvements, Phase 1 project. This amount includes the base bid of \$1,077,110.00, Alternate No. 1 – Cold Weather Temporary Pavement for \$21,000.00, and Alternate No. 2 – Contingency Allowance for \$107,711.00 (10% of the base bid). This project consists of the installation of approximately 2,000 linear feet of 12" water main and 1,400 linear feet of 16" water main in East First Street and Springfield Street from Findlay Street to Lonoke Street. Work includes installation of pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Eight bids were received for this project on October 27, 2016. After evaluating the bids, C.G. Construction and Utilities, Inc.'s bid was determined to be the lowest and best. The estimated cost for the project (including Alternate No. 1 – Cold Weather Temporary Pavement and Alternate No. 2 – Contingency Allowance) was \$1,300,000.00. The time of completion is 180 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is June 30, 2018.

This project is being funded using 2016 Water Capital Fund (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system.

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

Signatures/Approval

Approved by City Commission

Division

Clerk

Department

Date

City Manager

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

SPRINGFIELD STREET WATER MAIN
IMPROVEMENTS, PHASE 1 (17% MBE,
5% WBE, and 5% SBE PARTICIPATION)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>November 10, 2016</u>	<u>\$1,300,000.00</u>	<u>180 Calendar Days</u>

<u>Bidders</u>	<u>Actual Amount¹ of Bid</u>	<u>Adjustment for Work Days</u>	<u>Adjustment for Comparison Purposes Only</u>
<u>Performance Site</u>	<u>\$1,120,146.76</u>	<u>\$0.00</u>	<u>\$1,120,146.76</u>
<u>*CG Construction</u>	<u>\$1,205,821.00</u>	<u>\$0.00</u>	<u>\$1,205,821.00</u>
<u>Eagle Bridge</u>	<u>\$1,215,528.30</u>	<u>\$0.00</u>	<u>\$1,215,528.30</u>
<u>Double Jay</u>	<u>\$1,218,941.60</u>	<u>\$0.00</u>	<u>\$1,218,941.60</u>
<u>Brumbaugh Const</u>	<u>\$1,307,688.30</u>	<u>\$0.00</u>	<u>\$1,307,688.30</u>
<u>LJ Deweese</u>	<u>\$1,289,215.00</u>	<u>\$0.00</u>	<u>\$1,289,215.00</u>
<u>Milcon</u>	<u>\$1,432,559.20</u>	<u>\$0.00</u>	<u>\$1,432,559.20</u>
<u>Fields Excavating</u>	<u>\$1,549,463.30</u>	<u>\$0.00</u>	<u>\$1,549,463.30</u>

*** RECOMMENDED FOR AWARD**

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

MEMORANDUM



December 15, 2016

TO: Michael Powell, Director
Water

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

SUBJECT: **Springfield St. Water Main Improvements (17% MBE, 5% WBE and 5% SBE Participation) Project**

The apparent low bidder, Performance Site Development, LLC., submitted a non-responsive bid. The second, apparent low bidder, CG Construction & Utilities, Inc., submitted a bid utilizing four certified contractors to meet the participation goals. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

PERCENTAGE OF PARTICIPATION

I.	CG Construction & Utilities, Inc.	
A.	MINORITY BUSINESS ENTERPRISE	
	W.C. Jones Asphalt Paving Co. Inc.	8.72%
	A to Z Maintenance	2.55%
	Tall View Palladium	5.73%
B.	WOMEN BUSINESS ENTERPRISE	
	BraHan LLC	5.00%
C.	SMALL BUSINESS ENTERPRISE	
	Tall View Palladium	5.00%
D.	DAYTON LOCAL SMALL BUSINESS	
E.	DISADVANTAGED BUSINESS ENTERPRISE	
F.	HUD SECTION 3 BUSINESS ENTERPRISE	
		<hr/>
		17.00% MBE
		5.00% WBE
		5.00% SBE

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

C.G. Construction & Utilities, Inc.

6891 Germantown Pike
 Miamisburg, Ohio 45342
 Phone (937) 866-7166 Fax (937) 865-9271

Tosha Madison
 City of Dayton
 Human Relations Council
 371 W. Second Street, Suite 100
 Dayton, Ohio 45402-1417

Springfield Street Water Main Improvements Phase 1 \$ 1,077,110.00

W.C. JONES ASPHALT
 905 S. Broadway Street
 Dayton, Ohio 45417

			Unit Price	Total Price
442 ASPHALT CONCRETE SUPERPAVE	550	TONS	\$ 165.00	\$ 90,750.00
407 TACK COAT	320	GAL	\$ 10.00	\$ 3,200.00
MBE	8.72%		8.72%	\$ 93,950.00

Brahan LLC.
 7723 Tylers Place Blvd. #138
 West Chester, Ohio 45069

			Unit Price	Total Price
Fire Hydrant	0	EA	\$ 1,775.00	\$ -
16" Gate Valves	0	EA	\$ 5,869.00	\$ -
8" DI PIPE	0	LF	\$ 13.92	\$ -
12" DI PIPE	486	LF	\$ 30.570	\$ 14,857.02
16" DI PIPE	1530	LF	\$ 44.55	\$ 68,161.50
				\$ 83,018.52
				49,811.11 60% Materials
Mark Up	1	LS		4,013.36
WBE	5%		5.00%	53,824.47

Tall View Palladium
 2734 Armstrong Lane
 Dayton, Ohio 45414

			Unit Price	Total Price
Hourly Trucking (Tandem)	630	HR	80.00	\$ 50,400.00
Suply 304 Aggregate \$9.19 per ton	5200	TN	5.51	28,672.80 60% Materials
Hauling 304 Aggregate	5200	TN	5.94	30,888.00
Supply 100% Crushed # 8 Stone \$11.00 PER T	375	TN	6.60	2,475.00 60% Materials
Hauling # 8 Stone	375	TN	8.25	3,093.75
MBE	5.73%		10.73%	\$ 115,529.55
SBE	5%			

A to Z Maintenance

			Unit Price	Total Price
Concrete Driveway	500	SF	10.00	\$ 5,000.00
Concrete Walk	600	SF	8.00	4,800.00
Barrier Curb	350	LF	26.50	9,275.00
Topsoil	100	CY	64.53	6,453.00
Seed and Mulch (Hydro-Seed)	1000	SY	1.98	1,980.00
MBE	2.55%		2.55%	\$ 27,508.00

17% MBE / 5% WBE / 5% SBE

17.00%

NOVEMBER 23, 2016

Ms. RoShawn Winburn
City of Dayton
Human Relation Council
317 West Second Street, Suite 100
Dayton, Ohio 45402

Re: CITY OF DAYTON'S 2016 SPRINGFIELD STREET WATER MAIN IMPROVEMENT – PHASE I (17% MBE, 5% WBE AND 5% SBE PARTICIPATION)

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

I am supplying the following information in response to your request made on November 21, 2016.

<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Labor</u>	<u>Material</u>	<u>Total Unit Cost</u>	<u>Total</u>
Asphalt Paving – Type 442	550	Tons	74.25	90.75	165.00	\$90,750.00
Tack – Type 407	320	Gals	5.00	5.00	10.00	\$3,200.00
TOTAL HUD PARTICIPATION						\$93,950.00

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

Regards,

Mr. Leo C. Lucas I, President

Leo C. Lucas I, President



BRAHAN, LLC.
7685 Fields Ertel Rd. Bldg. C1
Cincinnati, OH 45241
ph 513-706-0492
fx 513-779-1053
crissy@bra-han.com
www.bra-han.com
SBE, WBE, DBE & EDGE Certified

November 22, 2016

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

RE: Springfield Street Water Main Improvements

Name of Project:

Springfield Street Water Main Improvements

Name of Prime Contractor:

C.G. Construction & Utilities, Inc.
6891 Germantown Pike
Miamisburg, OH 45342

Name of Subcontractor/Supplier:

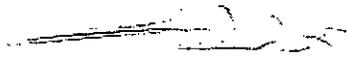
BraHan, LLC.
7685 Fields Ertel Rd. Bldg C1
Cincinnati, OH 45241

Work Division Area Performed by Subcontractor:

Waterline Supplier

Material Description	Quantity	Unit Cost	Total
12 TJ CL51 DI PIPE C/L	486 FT	\$30.57	\$14,857.02
16 TJ CL51 DI PIPE C/L	1,530 FT	\$44.55	\$68,161.50
		SUBTOTAL	\$83,018.52
		BraHan Markup	\$4,013.36
		TOTAL	\$87,031.88

Crissy Elliott
President, Brahan, LLC.



TALL VIEW PALLADIUM INC.
 2734 ARMSTRONG LANE
 DAYTON, OHIO 45414
 937 263-8586
 937 220-9912
 tallviewpalladium@sbcglobal.net

November 22, 2016

Roshawn Winburn
 City of Dayton
 Human Relations Council
 371 W. Second St.
 Dayton, Ohio 45402

RE: **Springfield Street Water Main Improvements Phase 1**

Tall View Palladium has agreed to subcontract with C. G. Construction and Utilities Inc. on the above referenced project. Listed below is our scope of work.

Trucking Rates	Quantity	Unit	Rate	Total
Tandem	630	Hour	\$80	\$50,400.00

DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL PRICE	HAUL RATE	TOTAL
#304 Material	5200	TON	\$9.19		\$47,788.00
#304 Haul	5200	TON		\$5.94	\$30,888.00
#8 100% Crushed Material	375	TON	\$11.00		\$4,125.00
#8 100% Crushed Haul	375	TON		\$8.25	\$3,093.75
Material Price Total					\$51,913.00
Haul Rate Total					\$33,981.75

Sincerely,

George D. Tuck, III/ec

George D. Tuck, III
 President



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/hr/



Catherine H. Crosby
Executive Director

Board of Directors

Amata Seffasie
Chair

Rev. Dr. Sherry Gale
Vice-Chair

Dr. Olatokunbo Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Dwayne Johnson
Michelle Kaye
Kiya Patrick
Gabriela Pickett-Mesic

November 23, 2016

VIA ELECTRONIC AND REGULAR MAIL

Mr. Ken Block
A to Z Maintenance, LLC
1382 Sussex Road
Troy, OH 45373

Dear Mr. Block:

Re: Subcontractor verification request

Your company is listed as a subcontractor by C.G. Construction & Utilities Inc, for the City of Dayton's the **Springfield St Water Main Improvements Phase I (17% MBE, 5% WBE & 5% SBE) project**. The following must be submitted on your letterhead to our office by 12:00 Noon on Wednesday, November 23, 2016:

1	The name and address of the project:	Springfield St Water Main Improvements Phase I (17% WBE, 5% WBE & 5% SBE) project		
2	The name and address of the subcontractor:	Contact information		
3	Identify the project scope of work to be performed by each subcontractor and list the specific segment of work to be performed according to the plans/specifications:	Scope of work CONCRETE & SITE RESTORATION		
4	Unit cost and total cost for each segment of the work listed for the subcontractor according to the plans and specifications:	Unit Cost 44.50	Total Cost 19,675	
5	Furnish and Install: Material vs. labor breakdown for each segment of work to be performed by the subcontractor according to the plans and specifications:	Material 10.00	Labor 34.50	
6	Materials Only: Indicate the markup or profit on the materials purchased (not ordinarily in stock) by the subcontractor and list all specific items that are specialized electrical equipment or any other specialized or sole-source equipment:	Material Value 10%	Markup Value 8%	
7	If a Trucking subcontractor, indicate the number of trucks, the types of trucks, work to be performed, materials to be obtained and the number of hours involved:	# of Trucks Type of Trucks	Work to be performed: material hauled	# of hours and rate

Please respond within the time allotted. Your response letter be sent by Fax to 937.222.4589, by E-mail to toshia.madison@daytonohio.gov. If you have any questions or need additional information, contact me at (937) 333-1403.

Sincerely,

RoShawn Winburn
Business and Technical Assistance Administrator

cc: Catherine Crosby



**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

Amaha Schlassie
Chair

Rev. Dr. Sherry Gale
Vice-Chair

Dr. Olatokunbo
Awushakin
Scouty Didler
Rev. Darryl Fairchild
Dwayne Johnson
Michelle Kaye
Kiya Patrick
Gabriela Pickett-
Mosier

November 23, 2016

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Mr. Ken Block
A to Z Maintenance, LLC
1382 Sussex Road
Troy, OH 45373

Dear Mr. Block:

Re: Subcontractor verification request

Your company is listed as a subcontractor by C.G. Construction & Utilities Inc, for the City of Dayton's the Springfield St Water Main Improvements Phase I (17%MBE, 5%WBE & 5%SBE) project. The following must be submitted on your letterhead to our office by 12:00 Noon on Wednesday, November 23, 2016:

1	The name and address of the project:	Springfield St Water Main Improvements Phase I (17% WBE, 5%WBE & 5%SBE) project		
2	The name and address of the subcontractor:	Contact information		
3	Identify the project scope of work to be performed by each subcontractor and list the specific segment of work to be performed according to the plans/specifications:	Scope of work CONCRETE @ (SITE) (RESTORATION)		
4	Unit cost and total cost for each segment of the work listed for the subcontractor according to the plans and specifications:	Unit Cost 66.51	Total Cost 8933	
5	Furnish and Install: Material vs. labor breakdowns for each segment of work to be performed by the subcontractor according to the plans and specifications:	Material 30.00	Labor 36.51	
6	Materials Only: Indicate the markup or profit on the materials purchased (not ordinarily in stock) by the subcontractor and lists all specific items that are specialized electrical equipment or any other specialized or sole-source equipment:	Material Value 1670	Markup Value 870	
7	If a Trucking subcontractor, indicate the number of trucks, the types of trucks, work to be performed, materials to be obtained and the number of hours involved:	# of Trucks Type of Trucks	Work to be performed material hauled	# of hours and rate

Please respond within the time allotted. Your response letter be sent by Fax to 937.222.4589, by E-mail to tosha.madison@daytonohio.gov. If you have any questions or need additional information, contact me at (937) 333-1403.

Sincerely,

RoShawn Winburn
Business and Technical Assistance Administrator

cc: Catherine Crosby

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form

SPRINGFIELD STREET WATER
MAIN IMPROVEMENTS PHASE
1
(17% MBE, 5% WBE AND
5% SBE PARTICIPATION)

Bidder

C.G. CONSTRUCTION UTILITIES, Inc.
6891 Germantown Pk
Miamisburg, OH 45342
937-866-7166

BID FORM

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

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

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1

(17% MBE, 5% WBE, and 5% SBE PARTICIPATION)

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

Bid Form (Continued) **SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1**
(17% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
203	Excavation Including Embankment Construction	300	C.Y.	176.35	52,905.00
305	Concrete Base (ODOT 499, Class FS)	2250	S.Y.	34.50	77,625.00
407	Tack Coat	320	GAL	10.50	3,360.00
442 ODOT	Superpave Asphalt Concrete	550	TONS	178.50	98,175.00
453	Concrete Driveway	500	S.F.	11.25	5,625.00
608	Concrete Walk	600	S.F.	9.00	5,400.00
609	Barrier Curb	350	L.F.	34.25	11,987.50
614	Maintaining Traffic	1	LUMP	46,000.00	46,000.00
615	Low Strength Mortar Backfill, Type I (No Fly Ash)	2700	C.Y.	21.00	56,700.00
623	Construction Layout Stakes	1	LUMP	20,314.50	20,314.50
632	Detector Loop	1	EA.	1,700.00	1,700.00
653	Topsoil Furnished and Placed, 4"	100	C.Y.	66.15	6,615.00
659	Seeding and Mulching (Hydro Seed)	1000	S.Y.	2.25	2,250.00
810	Excavation and Backfill, 4" Water with Structural Backfill	55	L.F.	66.00	3,630.00
810	Excavation and Backfill, 6" Water with Structural Backfill	155	L.F.	56.00	8,680.00
810	Excavation and Backfill, 8" Water with Structural Backfill	250	L.F.	61.00	15,250.00
810	Excavation and Backfill, 12" Water with Structural Backfill	2000	L.F.	60.50	121,000.00
810	Excavation and Backfill, 16" Water with Structural Backfill	1520	L.F.	70.50	107,160.00

Bid Form (Continued) SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
(17% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
810	Street Cut Permit	1	LUMP	\$6,048.00	\$ 6,048.00
812	Tunneling, Steel Casing Pipe	100	L.F.	246.00	24,600.00
824	4" Ductile Iron Water Pipe & Fittings	55	L.F.	66.00	3,630.00
824	6" Ductile Iron Water Pipe & Fittings	155	L.F.	56.00	8,680.00
824	8" Ductile Iron Water Pipe & Fittings	250	L.F.	61.00	15,250.00
824	12" Ductile Iron Water Pipe & Fittings	2000	L.F.	60.50	121,000.00
824	16" Ductile Iron Water Pipe & Fittings	1520	L.F.	70.50	107,160.00
837	Abandoned, Special (Water Valves)	8	EA.	352.00	2,816.00
840	4" Gate Valve and Appurtenances	2	EA.	680.00	1,360.00
840	6" Gate Valve and Appurtenances	8	EA.	791.50	6,332.00
840	8" Gate Valve and Appurtenances	5	EA.	1,118.00	5,590.00
840	12" Gate Valve and Appurtenances	4	EA.	2,185.00	8,740.00
840	16" Gate Valve and Appurtenances	4	EA.	5,862.00	23,448.00
843	Fire Hydrant, Installed	5	EA.	2,516.00	12,580.00
843	Fire Hydrant, Removal	4	EA.	520.00	2,080.00
844	8"x8" Water Main Tap	2	EA.	1,272.00	2,544.00
844	10"x10" Water Main Tap	1	EA.	1,272.00	1,272.00
844	12"x12" Water Main Tap	1	EA.	1,272.00	1,272.00

Bid Form (Continued) SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
(17% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
844	24"x16" Concrete Water Main Tap	1	EA.	3,200.00	3,200.00
845	Service Replacement, Method "B"	43	EA.	1,532.00	65,876.00
847	Cut & Plug, 4" Water Line	1	EA.	825.00	825.00
847	Cut & Plug, 6" Water Line	4	EA.	825.00	3,300.00
847	Cut & Plug, 8" Water Line	2	EA.	825.00	1,650.00
847	Cut & Plug, 12" Water Line	3	EA.	1,160.00	3,480.00
TOTAL BASE BID				\$	<u>1,077,110.00</u>

**Bid Form (Continued) SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
(17% MBE, 5% WBE, AND 5% SBE)**

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

ALTERNATE NO. 1
COLD WEATHER TEMPORARY PAVEMENT

This Alternate is for the cost for the Contractor to make pavement repairs with Cold Weather Temporary Pavement (per plan note) when hot asphalt is not available.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Cold Weather Temporary Pavement	1000	S.Y.	21. ⁰⁰	21,000. ⁰⁰
TOTAL ALTERNATE NO. 1				\$	21,000.⁰⁰

ALTERNATE NO. 2
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-2	Contingency Allowance	1	LUMP	107,711. ⁰⁰	107,711. ⁰⁰
TOTAL ALTERNATE NO. 2				\$	107,711.⁰⁰

Bid Form (Continued) SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
(17% MBE, 5% WBE, AND 5% SBE)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>646,000.00</u>	\$ <u>431,110.00</u>	\$ <u>1,077,110.00</u>
TOTAL ALT. NO. 1 (Cold Weather Temporary Pavement)	\$ <u>12,600.00</u>	\$ <u>8,400.00</u>	\$ <u>21,000.00</u>
TOTAL ALT. NO 2 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>107,711.00</u>	\$ <u>107,711.00</u>

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."

<u>NAME</u>	<u>ADDRESS</u>
<u>No person or party other than the bidder is interested in this bid</u>	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

C.G. CONSTRUCTION & UTILITIES, INC.

OHIO

MARY H. S. GETTER, PRESIDENT

CARL B. GETTER, VICE-PRESIDENT

6891 GERMAN TOWN PIKE

MIAMISBURG, OH 45342

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

E-mail undergroundmanco@b.2woh.rr.com

Federal I.D.# 31-1666913

Dated this 10th day of NOVEMBER, 2016

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

By: Mary H. S. Getter

Title: President

N/A

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____ Dollars is attached.

Bidder

BID BOND

Amount \$ 10% of Total Amount Bid

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

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

Signed and sealed at Dayton, Ohio, this 10th day of November, 20 16.

C.G. Construction & Utilities, Inc.

By

Mary Gitter
Bidder

Hudson Insurance Company

Susan E. Hurd
Surety

Susan E. Hurd, Attorney-in-Fact

Hylant Group, Inc.

Name of Insurance Agency

565 Metro Place South, Ste 450, Dublin OH 43017
Address of Insurance Agency

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



BID BOND POWER OF ATTORNEY

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

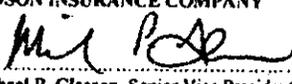
**Joel E. Speckman and Kristine Cwik of the State of Illinois
Heather M. Johnson of the State of Michigan
Susan E. Hard and Vicki S. Duncan of the State of Ohio**

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

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

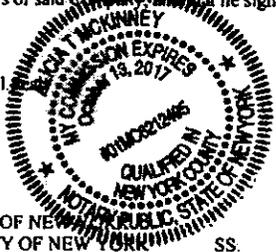
In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed by this 11th day of March, 2015 at New York, New York.

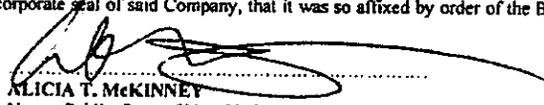
Attest: 
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: 
Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

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

(Notarial) 


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

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

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

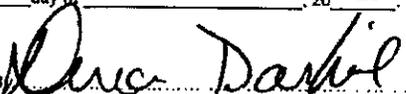
"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such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

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

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

In witness hand of the undersigned and the seal of said Company this 10th day of November, 2016



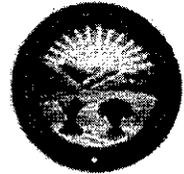
By: 
Dina Daskalakis, Corporate Secretary

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

Ohio Department of Insurance

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

Certificate of Compliance



Issued 03/28/2016

Effective 04/02/2016

Expires 04/01/2017

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

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)

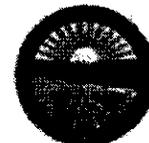
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons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

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

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, MARY K. S. GITTER hereby certify that C.C.
(print name – an Officer of the company)

CONSTRUCTION & UTILITIES, INC. meets the following Contractor requirements relating
(company)

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

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

By: Mary K. S. Gitter
(signature)

Title: PRESIDENT

Date: NOVEMBER, 10, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

HEALTH

PENSION

APPRENTICESHIP

ADMINISTRATION

- 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.

IUCOE LOCAL 18

APPRENTICESHIP TRAINING

OHIO LABORERS LOCAL 1410

APPRENTICESHIP TRAINING

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

W.C. NOWES ASPHALT PAVING

BRAMAN LLC

TALL VIEW PALMADIANA

A TO Z MAINTENANCE

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

Mary Getter

From: <Scottcgconstruction@swohio.twcbc.com>
Date: Friday, October 28, 2016 7:19 AM
To: "'To: '" <kblock@woh.rr.com>; <ljohnkathy@aol.com>; <ewoltrucking30@yahoo.com>; <gstar426@aol.com>; <ann9mrt@aol.com>; <tallviewpalladium@sbcglobal.net>; <wcjonesasphalt@sbcglobal.net>; <gminarcek44@gmail.com>; <crissy@bra-han.com>; <jlksclark@aol.com>; <tgeuy@woh.rr.com>; <info@firststarsafety.com>; <grissomcon@att.net>; <imperialtruckn@yahoo.com>; <bob53060@gmail.com>; <kristine@kriscotrucking.org>; <atkinbill@aol.com>; <bmccconnell01@hotmail.com>
Cc: "'Cc: 'David Lyttle'" <david.lyttle@daytonohio.gov>; "'Mary Getter'" <undergroundmancg@bizwoh.rr.com>
Attach: BID SHEET.pdf
Subject: Springfield Street Water Main Improvements Phase 1

- > To PEP vendors,
- > C.G. Construction & Utilities, Inc. is soliciting quotes for the Springfield Street Water Main Improvements Phase 1 project for the City of Dayton. This project bids at noon, November 10, 2016.
- > This project's participation goal is 17% MBE, 5% WBE and 5% SBE.
- > We are requesting quotes for trucking services, aggregate material, asphalt paving, pipe material, concrete work, electrical work and seed/straw/landscaping.
- > Plans and specs are available at the City of Dayton's Public Works Department. Information concerning the plans, specs and requirements for this project is also available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton, OH. Their telephone number is 937-333-1033.
- > Please send quotes for your specific scope to scottcgconstruction@swohio.twcbc.com <<mailto:scottcgconstruction@swohio.twcbc.com>> or you may also reply to Mary at undergroundmancg@bizwoh.rr.com <<mailto:undergroundmancg@bizwoh.rr.com>>.
- > Please contact our office with any questions.
- > Mr. Lyttle,
- > Please advise if there are any new PEP participants that you suggest I contact for quotes for the above project or any other suggestions you may have for others I need to reach out to.
- > Thank you.

Scott Pearson

Chief Estimator

C.G. Construction & Utilities, Inc.

Phone: 937 866-7166

Fax: 937 865-9271

Cell: 937 604-5471

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

STATE OF OHIO,
COUNTY OF MONTGOMERY, ss: MIAMISBURG

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

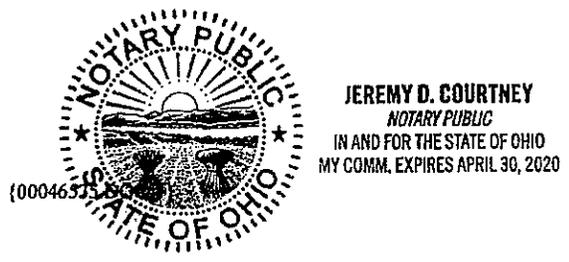
1. I am duly authorized to make the statements contained herein on behalf of CG. CONSTRUCTION & UTILITIES, INC ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional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

By: Mary L. S. Getter
Title: President

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Mary L. S. Getter
this 10th day of November, 2016.

Jeremy D. Courtney
Notary Public



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

STATE OF OHIO

COUNTY OF MONTGOMERY }

SS: MIAMI & BERG

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

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

C.G. CONSTRUCTION & UTILITIES INC that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 10th day of November, 2016.

Jeremy D. Courtney
NOTARY PUBLIC



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

Mary S. Getter
SIGNED
President
TITLE

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT SPRINGFIELD STREET WATER MAIN IMPROVEMENTS - DAYTON, OH
NAME (1790 MBE, 5% WBE AND 5% SBE PARTICIPATION) LOCATION

During the performance of this contract:

C.G. CONSTRUCTION UTILITIES INC. 689 GERMAN TOWN PK. MSRG. OH 45392 937-866-7166
CONTRACTOR ADDRESS TELEPHONE / FAX
937-865-9271

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

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

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

OPERATING ENGINEERS _____
LABORERS _____

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

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

SIGN: Mary S. Gettu
(Signature of Authorized Representative of Bidder)

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

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

Project Name:

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS
(17% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

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

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 1,077,110.00 Total \$ to subcontract 93,950.00 Total % subcontract: 8.72%

PRIME CONTRACTOR'S REPRESENTATIVE

C.G. CONSTRUCTION & UTILITIES, INC

Print Name: MARY L.S. GETTER

Sign Name: Mary L. Getter

Street Address: 10891 GERMAN TOWN PK

City/State/Zip: MIAMISBURG, OH 45342

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

Project Name:

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS
(17% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>TALL VIEW PALLADIUM, INC</u>					AGGREGATE & TRUCKING	
Tax I.D. Number: <u>31-1674989</u>						
Street Address: <u>2734 ARMSTRONG LANE</u>						
City/State/ Zip Code: <u>DAYTON, OH 45414</u>						
Phone (area code/#): <u>937-263-8586</u>	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>1,077,110.00</u>			Total \$ to subcontract: <u>66,718.40</u>		Total % subcontract: <u>5.73%</u>	
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name: <u>MARY L. S. GERTER</u>	Street Address: <u>10891 GERMAN TOWN PK</u>					
Sign Name: <u>Mary L. S. Gertter</u>	City/State/Zip: <u>MIAMISBURG, OH 45342</u>					

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

Project Name:

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS
 (17% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: <u>A TO Z MAINTENANCE, LLC</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<u>CONCRETE TOPSOIL HYDRO SEED</u>
Tax I.D. Number: <u>20-0431498</u>						
Street Address: <u>1382 SUSSEX RO.</u>						
City/State/ Zip Code: <u>TROY, OH 45373</u>						
Phone (area code/#): <u>937-830-2022</u>	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 1,077,110.00 Total \$ to subcontract 27,508.00 Total % subcontract: 2.55%

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor Representative	
Print Name: <u>Mary L. S. Gitter</u>	Street Address: <u>10891 GERMAN TOWN PK</u>		
Sign Name: <u>Mary Gitter</u>	City/State/Zip: <u>MIAMISBURG, OH 45342</u>		

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

Project Name:

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS
(17% MBE, 5% WBE and 5% SBE PARTICIPATION)

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Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: BRAHAM, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	pipe	
Tax I.D. Number: 27-2019673						
Street Address: 7723 TYLERS PLACE BLVD. #138						
City/State/ Zip Code: WEST CHESTER, OH 45069						
Phone (area code/#): 573-706-0492	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 1,077,110.00
 C.G. CONSTRUCTION & UTILITIES, INC. Total \$ to subcontract: 53,824.47 Total % subcontract: 5%

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor	
Print Name: Mary L. S. Gitter	Street Address: 10891 GERMANTOWN PK		
Sign Name: Mary Gitter	City/State/Zip: Miamisburg, OH 45342		

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

Project Name:

SPRINGFIELD STREET WATER MAIN IMPROVEMENTS
(17% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>TALL VIEW PARADE, INC.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AGGREGATE & TRUCKING</u>	
Tax I.D. Number: <u>31-1674989</u>						
Street Address: <u>2734 ARMSTRONG LANE</u>						
City/State/ Zip Code: <u>DAYTON, OH 45414</u>						
Phone (area code/#): <u>937-263-8586</u>	E-mail:					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 1,077,110.00 Total \$ to subcontract 53,811.15 Total % subcontract: 5%
C.G. CONSTRUCTION & UTILITIES, INC.

PRIME CONTRACTOR'S REPRESENTATIVE		SUBCONTRACTOR'S ADDRESS	
Print Name: <u>MARY L. S. GERTER</u>		Street Address: <u>10891 GERMANTOWN PK</u>	
Sign Name: <u>Mary L. S. Gertter</u>		City/State/Zip: <u>MIAMISBURG, OH 45342</u>	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date 11-10-16

Project: SPRINGFIELD STREET WATER MAIN IMPROVEMENTS

Participation Goal (list only one): N/A

(PARTICIPATION)

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

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

ADDENDUM NO. 1

**SPRINGFIELD STREET WATER MAIN IMPROVEMENTS, PHASE 1
17% MBE, 5% WBE, AND 5% SBE PARTICIPATION**

November 2, 2016

TO ALL BIDDERS:

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

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

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

Requirements for Backfilling Bore Pits

- Embankment and related compaction per Item 203 – Excavation Including Embankment Construction. Subbase, concrete base, tack, and asphalt also to specs and standards.

Water Notes

- On Sheet 1 of the plans, delete Water Note #21.

Bid Form

- Remove pages 3a-3c in their entirety and replace with Revised pages 3a-3c, dated November 2, 2016. These bid form pages include the following revisions:
 - Revised quantity for Item 840 – 6" Gate Valve and Appurtenances to 8 EA.
 - Revised quantity for Item 840 – 12" Gate Valve and Appurtenances to 4 EA.
 - Revised quantity for Item 840 – 16" Gate Valve and Appurtenances to 4 EA.
 - Deleted Item 844 – 12"x16" Water Main Tap



City Manager's Report

16.

From **6210 - Police Director**

Date **December 28, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$85,000.00**

Name **Kokosing**

Address **PO Box 226
Fredericktown, Ohio 45419**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	\$85,000.00

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

Description

Kokosing Construction Company, Inc. (customer) is one of the vendors providing I-75 and other highway construction services to the Ohio Department of Transportation (ODOT). As such, Kokosing has requested police services to monitor and control the flow of traffic at critical points during work activity beginning January 1, 2017 through December 31, 2017.

The Department has provided such services prior to 2002 and the approximate annual revenue for recent years is below:

- 2011-\$96,000
- 2012-\$15,000
- 2013-\$40,000
- 2014-\$134,000
- 2015-\$163,000
- 2016-\$252,000

The estimated highway construction officer coverage anticipated in the coming year should be approximately \$85,000 for 2017.

Authorization for City to enter into the agreement is provided in Section 35.27 of the Revised Code of General Ordinances. The Agreement has been approved by the Law Department as to form and correctness and a Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Kokosing Construction Company

Address PO Box 226

City Frederickstown State Ohio Zip+4 43019 - 9160

Customer # 311023518 Address Location # P1

Federal ID# 31-1023518

Revenue Information: Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information: Contract Start Date 01/01/2017 Contract Expiration Date 12/31/2017

Billing Information: Rate: Off. NTE \$62.95 - X Arrears X Pre-bill
Sgt. NTE \$73.01
Lt. NTE \$84.67
Veh. \$13.00 - X
Night diff. - \$1.20 - X

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) Invoiced by DPD Fiscal Management Office

Rate Change Date

Rate Change Amount

Description of Services (wording on invoice):

Provide overtime officers for traffic control needed during construction for the Contractor during the 2017 year.

Departmental Approval

Man Co Ector

TO BE COMPLETED BY FINANCE

Revenue Contract
Number

5-3518-1

Auditor

Kina From

Date

12/19/16

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

Director of Finance

Boj C. M... 12/20/16
for Lasha Lofton

AGREEMENT

THIS AGREEMENT is made this ___ day _____ 2016, between the City of Dayton, Ohio ("City") and Kokosing Construction Company, Inc., P.O. Box 226 Fredericktown, Ohio 43019 ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton;

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain off-duty police personnel to perform the police-related function of traffic control, which is needed by Contractor beginning Sunday, January 1, 2017, at at various locations on, accessing or exiting State Route 35 and Interstate 75, all are locations within the municipal corporation limits of the City of Dayton, Ohio.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

The City shall bill Contractor, not less than monthly, for payment of the actual services provided hereunder. Contractor shall tender payment upon receipt of the bill.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

Section 9. This Agreement shall be for the period of January 1, 2017 through December 31, 2017.

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

CITY OF DAYTON, OHIO

**KOKOSING CONSTRUCTION
COMPANY, INC.**

City Manager

Scott Ratcliff, Superintendent

APPROVED BY

Phone (614) 679-3886

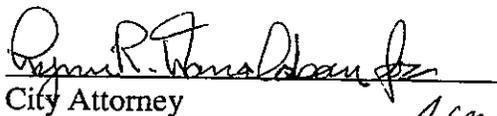
E-mail: sar2@kokosing.biz

Director and Chief of Police

Federal I.D. Number: 31-1023518

**APPROVED AS TO FORM AND
CORRECTNESS:**

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



City Attorney

Min. / Bk. _____ Pg. _____

_____, 2016

Clerk of the Commission

Exhibit A

1. Scope of Services/Event Information

- A. To provide traffic control for Road Work at various locations on, accessing or exiting State Route 35 and Interstate 75, beginning January 1, 2017, all locations within the municipal corporation limits of the City of Dayton, Ohio.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay \$62.95 per hour for each police officer; \$73.01 per hour for each police sergeant; \$84.67 per hour for each police lieutenant, \$1.20 per hour additional for night differential and \$13.00 per vehicle per hour when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. DEPOSIT: None

C. METHOD OF PAYMENT: Invoiced

D. ESTIMATED COST: \$85,000.00

3. Contractor's Authorized Representative/Contact

NAME: Scott Ratcliff / Superintendent

ADDRESS: 530 N. Main Street

Dayton, Ohio 45405

EMAIL: sar2@kokosing.biz

PHONE/CELL: (614) 679-3886



City Manager's Report

17.

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

Date **December 28, 2016**

Expense Type **Contract Modification**

Total Amount **\$302,494.00**

Supplier, Vendor, Company, Individual

Name **Sandy's Auto and Truck Service, Inc.**

Address **3053 Springboro W.
Moraine, OH 45439**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-29330-71	\$302,494.00

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 extension of one year with Sandy's Auto and Truck Service, Inc (Sandy's). The current five (5) year contract for police towing services expires December 31, 2016.

The Department of Police is in the process of reviewing current methods related to this towing contract and finalizing a Request for Proposal (RFP) through the Purchasing Department. The new RFP should post during the upcoming year and should result in a new contract for 2018 through 2023.

The 2017 annual revenue to the City for towing services will remain unchanged.

This current extension will expire December 31, 2017.

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

A Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Sandy's Auto & Truck Service, Inc.
Address 3053 Springboro Rd. West
City Moraine State Ohio Zip+4 45459 -
Customer # 62-1683375 Address Location # P-1
Federal ID# 62-1683375

Revenue Information: Fund 10000 Organization 6210 Revenue 29330 Program 71

Contract Information: Contract Start Date 4/1/2012 Contract Expiration Date 12/31/2017

Billing Information: Rate: Qtrly & \$5/vehicle Arrears X Pre-bill X Estimate
Monthly (1st month of billing) Due Jan. 31, 2017 and as stated in contract
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain) Invoicing Quarterly and Monthly
Rate Change Date n/a Rate Change Amount n/a

A. Description of Services (wording on invoice): Annual administrative fee to be paid in advance each quarter and the per vehicle fee to be invoiced by DPD.

Departmental Approval *Mark G. Ector*

TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-3375-1 Auditor *Kiana Brown* Date 12/20/16

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

Director of Finance *Boyd C. Miller*
for Lashae Kottan 12/20/16

EXTENSION OF THE TOW SERVICES AGREEMENTS

This Extension of the Tow Service Agreements is dated this _____ day of December, 2016 between the City of Dayton, Ohio and Sandy's Auto & Truck Service, Inc.

On March 21, 2012, the Commission of the City of Dayton approved a Tow Services Agreement between the City of Dayton and Sandy's Auto & Truck Services, Inc. for the towing and storage of vehicles ordered by the City's Department of Police for Zone 1 ("Zone 1 Agreement.") On that same date, the Commission approved a Tow Services Agreement between the City of Dayton and Summit Towing Inc. for the towing and storage of vehicles ordered by the City's Department of Police for Zone 2 ("Zone 2 Agreement.") Thereafter, on July 30, 2014, the City of Dayton consented to the assignment of the Zone 2 Agreement from Summit Towing, Inc. to Sandy's Auto and Truck Service, Inc. The City desires to extend the Zone 1 and Zone 2 Agreements for an additional twelve (12) month period and Sandy's Auto & Truck Service, Inc. is willing to provide the towing and storage services for the City during said period, the parties mutually agree to modify the Agreements on the terms and conditions set forth in this Extension.

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

1. The Zone 1 and Zone 2 Agreements are extended for the twelve (12) month period commencing January 1, 2017 and ending December 31, 2017 ("Extension Period").
2. For the entire Extension Period, Sandy's Auto & Truck Services, Inc. shall continue to provide the towing and storage services for the City under and subject to the terms and conditions set forth in the Zone 1 and Zone 2 Agreements.
3. The Administrative Fees to be paid by Sandy's Auto & Truck Services, Inc. to the City, as required by Article VI of the Zone 1 and Zone 2 Agreements shall continue for the Extension Period as noted in Article VI: A and B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

IN WITNESS WHEREOF, the City and Sandy's Auto & Truck Service, Inc., each by a duly authorized representative, have executed this this Extension of Tow Services Agreements as of the date first above written.

CITY OF DAYTON, OHIO

SANDY'S AUTO & TRUCK SERVICE, INC.

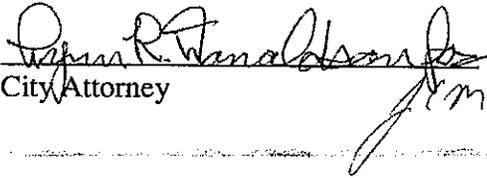
City Manager

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS:

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



City Attorney

_____, 2016

Min. / Bk: _____ Pg. _____

Clerk of the Commission



City Manager's Report

18

From 6210 - Police Director

Date December 28, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$50,000.00

Name Summit Square Rehab LLC

Address 616 Summit Square
Dayton, Ohio 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	\$50,000.00

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

Description

Summit Square Rehab LLC an apartment complex located within the city of Dayton is requesting continued community policing to deter crime, monitor and provide intervention, as needed, and reporting as requested. Summit Square Rehab LLC has an existing contract that expires on December 31, 2016. Summit Square has requested to continue off duty police services January 1, 2017 through December 31, 2017.

The Department has provided such services since 2013 and the approximate annual revenue for each year is listed below:

- 2013-\$56,000
- 2014-\$79,000
- 2015-\$51,000
- 2016-\$42,000

The 2017 estimated off duty police services should be approximately \$50,000.

Authorization for the City to enter into this Agreement is provided in Section 35.27 of the Revised Code of General Ordinances.

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

The Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

Updated 06/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Summit Square Rehab LLC
Address 616 Summit Square Drive
City Dayton State Ohio Zip+4 45417 -
Customer # @00004082 Address Location # P1
Federal ID# 26-0123185

Revenue Information: Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information: Contract Start Date 1/21/2017 Contract Expiration Date 12/31/2017

Billing Information: Rate: Off. \$62.95 - X Arrears X Pre-bill
Sgt. \$73.01
Lt. \$84.67
Night diff. - \$1.20 - X

Monthly (1st month of billing) _____
Quarterly (1st month of quarter) _____
Semi-annual (1st month of half) _____
Annual (1st month of billing) _____
Other (explain) Invoiced by DPD Fiscal Management Office

Rate Change Date _____ Rate Change Amount _____

Description of Services (wording on invoice):

To supply security up to 65 hours per month to apartment complex located at 616 Summit Square Drive Dayton, Ohio 45417.

Departmental Approval

Man G Ector

TO BE COMPLETED BY FINANCE

Revenue Contract Number

5-4082-1

Auditor

Kena Brown

Date

12/19/16

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

Director of Finance

Bojic JM
for LaShae Loffm

12/20/16

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2016, between the City of Dayton, Ohio ("City") and Summit Square Rehab LLC., 616 Summit Drive, Dayton, Ohio 45417 ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton;

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain off-duty police personnel to perform the police-related function of security, which is needed by Contractor beginning, Sunday January 1, 2017, at 616 Summit Square Drive (Summit Square Townhomes), a location that is within the municipal corporation limits of the City of Dayton, Ohio.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

The City shall bill Contractor, not less than monthly, for payment of the actual services provided hereunder. Contractor shall tender payment upon receipt of the bill.

A deposit remains on account in the amount equal to Nine Thousand Four Hundred Six and Forty cents (\$9,406.40) for the services to be provided hereunder.

The City will bill Contractor for payment of the actual services provided. Contractor shall tender payment upon receipt of the bill. The City will apply the aforementioned deposit to the final billing statement for the police services provided. In the event the deposit amount exceeds the amount due for the services actually provided on the final invoice, the City shall return the excess deposit amount to Contractor within thirty (30) days from the date of the final billing statement.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights;

improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) If Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

Section 9. This Agreement shall be for the period of January 21, 2017 through December 31, 2017.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF DAYTON

Summit Square Rehab LLC.

City Manager

Tom Clark, Owner

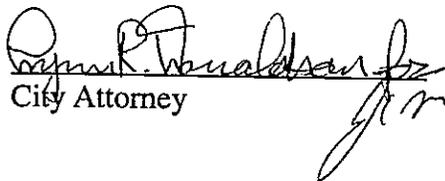
Contact: Robert Maley
Phone: (937) 262-9292
Fax: (937) 262-8210

Federal I.D. Number: 26-123185

APPROVED BY:

Director and Chief of Police

**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

1. Scope of Services/Event Information

- A. To supply security up to 65 hours per month to apartment complex located at 616 Summit Square Drive, Dayton, Ohio 45417, a location within the municipal corporation limits of the City of Dayton, Ohio January 1, 2017 through December 31, 2017.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay \$62.95 per hour for each police officer; \$73.01 per hour for each police sergeant; and \$84.67 per hour for each police lieutenant and \$1.20 per hour additional for night differential when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. DEPOSIT: \$9,406.40 (on account)

C. ESTIMATED REVENUE: \$50,000 Not To Exceed

D. METHOD OF PAYMENT: Invoiced Monthly

3. Contractor's Authorized Representative

NAME: Robert Maley

ADDRESS: 616 Summit Square Drive
Dayton, Ohio 45417

EMAIL: SummitSquare@rljmgmt.com

4. Officer Assigned to Event, Rank: 2 Officers



City Manager's Report

19.

From 5200 - Law/Civil

Date December 28, 2016

Expense Type Legal Settlement

Total Amount \$150,000.00

Supplier, Vendor, Company, Individual

Name South Dayton Dump PRP Group

Address 2055 Niagara Falls Blvd. Suite 3
Niagara Falls, NY 14304

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Judgement Trust	16009-5200-1221-63	\$150,000.00

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

Description

It is recommended that One Hundred Fifty Thousand Dollars (\$150,000.00) be paid in full settlement of the lawsuit Hobart Corporation, et al v. The Dayton Power and Light Company, et al, United States District Court for the Southern District of Ohio, Case NO. C-3-13-cv-115

It is believed to be in the best interest of the City of Dayton and upon recommendation of the Director of Law that the above amount be paid in full and final settlement of this matter.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SOUTH DAYTON DUMP PRP GROUP ADMINISTRATIVE FUND		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2055 NIAGARA FALLS BLVD.- SUITE 3	Requester's name and address (optional)	
	6 City, state, and ZIP code NIAGARA FALLS, NY 14304		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
2	0		7	0	9	4	4	1	3

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4-20-16</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

6232-16

BY..... NO.....

A RESOLUTION

Approving the City Manager's 2017 Operating and Capital Improvement Budget Recommendations, Authorizing the Necessary Implementation Actions and Declaring an Emergency.

WHEREAS, The Ohio Revised Code requires municipalities to develop and approve budgets that support various municipal operations within their estimated resources; and

WHEREAS, The electorate of the City of Dayton has approved a measure requiring approval of the annual budget before the beginning of the new fiscal year; and

WHEREAS, The budget constitutes both a financial line item budget as well as performance measures and service priorities; and

WHEREAS, The City Departments must know their final approved budget to operate in an efficient manner; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution become effective at the earliest possible date so that departments will be notified of their final approved budget for the 2017 fiscal year; now, therefore,

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

Section 1. That the City Manager's budget recommendations as presented at the Commission work sessions on November 9, 16, and 23, and 30, 2016, and on December 7 and 14, 2016 are hereby approved.

Section 2. That the City Manager is authorized to develop the annual appropriation ordinance for Commission approval before April 1, 2017.

Section 3. That the City Manager is authorized to take necessary actions to ensure the timely implementation of the 2017 budget recommendations.

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

ADOPTED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:
Stephen R. Donaldson Jr.
City Attorney

		2017
		Recommendation
GOVERNMENTAL FUND TYPE		
<u>(1) General Fund - 10</u>		
1200	Clerk of Commission	1,265,100
1300	Civil Service Board	1,642,900
1400	Human Relations Council	
	Expenses	797,000
	Transfers Out	0
	Total	797,000
2100	City Manager's Office	1,374,500
2101	Department of Public Affairs	772,500
2300	Dept. of Planning and Community Development (including Housing Inspection)	
	Expenses	2,783,900
	Transfers Out	150,000
	Total	2,933,900
2500	Clerk of Courts	3,564,400
2510	Municipal Court	4,386,000
2600	Department of Economic Development (including Zoning Admin. & Building Inspection)	3,121,300
2700	Office of Management and Budget	1,051,000
3400	Department of Water	92,100
5200	Department of Law	2,760,200
5300	Department of Finance	3,047,300
5500	Department of Central Services	
	Expenses	14,544,900
	Transfers Out	0
	Total	14,544,900
5600	Department of Human Resources	1,116,800
6200	Department of Police	50,329,600
6300	Department of Fire	39,370,500
6400	Department of Public Works	17,572,000
6500	Department of Recreation & Youth Services (incl. Convention Ctr.)	6,000,800
9980	Non-Departmental	
	Expenses	2,312,200
	Transfers Out	5,050,000
	Total	7,362,200
16999	Special Projects	
	Expenses	10,715,500
	Transfers Out	642,300
	Total	11,357,800
75000	Income Tax Fund	
	Transfers Out	9,128,500
	Total	9,128,500
Total General Fund		183,591,300

2017
Recommendation

(2) Special Revenue

Roadway Maintenance Fund – 21999

Street Maintenance Fund - 21000

6400	Department of Public Works	5,748,000
	Total Roadway Maintenance Fund	5,748,000

Highway Maintenance Fund - 21100

6400	Department of Public Works	445,000
	Total Highway Maintenance Fund	445,000

Total Roadway Maintenance Fund **6,193,000**

HUD Programs Operating

Community Dev. Block Grant Fund - 26204-26209

2300	Dept. of Planning and Community Development	2,395,600
5300	Department of Finance	155,000
	Total Community Dev. Block Grant Fund	2,550,600

HOME Operating Fund - 27000

2300	Dept. of Planning and Community Development	226,200
	Total HOME Operating Fund	226,200

Total HUD Programs Operating **2,776,800**

(3) Debt Service

General Debt Retirement Fund - 31100-33100

5300	Department of Finance	11,125,100
	Total General Debt Retirement Fund	11,125,100

Total Debt Service **11,125,100**

(4) Capital Project Funds

General Capital Fund - 40000

Various Capital Projects		19,457,600
Total		19,457,600
Prior Year's Unexpended Appropriation		39,625,400
Total Capital Project Funds		59,083,000

(5) Permanent Funds

Permanent Fund - 71000

Various Departments		50,000
Total Permanent Fund		50,000

TOTAL GOVERNMENTAL FUND **253,849,400**

2017
Recommendation

PROPRIETARY FUND TYPE

(6) Enterprise Funds

Aviation Operating Fund - 51000 and 51001

3200-9990	Department of Aviation	
	Expenses	35,722,200
	Transfers Out	1,549,000
	Total	37,271,200
	Total Aviation Operating Fund	37,271,200

Aviation Capital Fund - 51002 - 52999

	Various Capital Projects	23,053,700
	Total	23,053,700
	Prior Year's Unexpended Appropriation	34,871,100
	Total Aviation Capital Fund	57,924,800

Water Operating Fund - 53000, 53997 and 53998

2600	Department of Economic Development	110,800
3400	Department of Water - 3400 and 9970	
	Expenses	47,560,500
	Transfers Out	5,200,000
	Total	52,760,500
5300	Department of Finance	3,932,000
	Total Water Operating Fund	56,803,300

Water Capital Fund - 53001 - 53996

	Various Capital Projects	9,456,500
	Total	9,456,500
	Prior Year's Unexpended Appropriation	22,267,800
	Total Water Capital Fund	31,724,300

Sanitary Sewer Operating Fund - 55000

3400	Department of Water - 3400 and 9970	
	Expenses	29,600,900
	Transfers Out	5,300,000
	Total	34,900,900
	Total Sanitary Sewer Operating Fund	34,900,900

Sanitary Sewer Capital Fund - 55001 - 55999

	Various Capital Projects	5,300,000
	Total	5,300,000
	Prior Year's Unexpended Appropriation	36,050,200
	Total Sanitary Sewer Capital Fund	41,350,200

Storm Water Operating Fund - 58000

3400	Department of Water - 3400 and 9970	
	Expenses	4,764,300
	Transfers Out	950,000
	Total	5,714,300
6400	Department of Public Works	
	Expenses	1,459,300
	Transfers Out	0
	Total	1,459,300
	Total Storm Water Operating Fund	7,173,600

	2017 Recommendation
Storm Water Capital Fund - 58001 - 58999	
Various Capital Projects	950,000
Total	950,000
Prior Year's Unexpended Appropriation	2,387,300
Total Storm Water Capital Fund	3,337,300
Golf Operating Fund - 59000	
6500 Department of Recreation & Youth Services	
Expenses	3,315,800
Transfers Out	0
Total	3,315,800
Total Golf Operating Fund	3,315,800
Golf Capital - 59001	
Various Capital Projects	212,500
Total	212,500
Prior Year's Unexpended Appropriation	170,300
Total Golf Capital Fund	382,800
Total Enterprise Funds	274,184,200
<u>(7) Internal Service Funds</u>	
Fleet Management Fund - 61000	
6400 Department of Public Works	7,821,600
Total Fleet Management Fund	7,821,600
Document Management Services Fund - 62100	
5500 Department of Central Services	543,600
Total Stores and Reproduction Fund	543,600
Healthcare Self Insurance - 63000	
5600 Department of Human Resources	24,741,900
Total Healthcare Self Insurance Fund	24,741,900
Workers' Compensation Fund - 65000	
5200 Department of Law	69,700
5600 Department of Human Resources	5,144,600
Total Workers' Compensation Fund	5,214,300
Plumbing Shop - 66000	
5500 Department of Central Services	653,700
Total Plumbing Shop	653,700
Fire Fleet Management - 67000	
6330 Department of Fire	1,414,900
Total Fire Fleet Management Fund	1,414,900
Total Internal Service Funds	40,390,000
TOTAL PROPRIETARY FUND	314,574,200
TOTAL ALL OPERATING FUNDS	568,423,600



MEMORANDUM

December 20, 2016

TO: Shelley Dickstein, City Manager

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

SUBJECT: 2017 Budget Resolution

We are submitting an emergency resolution for the City Commission consideration for the 2017 budget. According to our policy budget process, the City Commission is required to approve the annual budget prior to the beginning of the budget year.

The resolution reflects the budgeted amounts presented in the budget work sessions with some minor adjustments primarily regarding capital equipment. The resolution needs to be approved at the December 28, 2016 City Commission meeting.

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

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

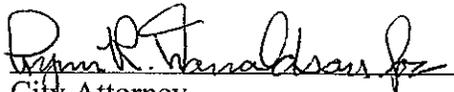
SIGNED BY THE MAYOR , 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

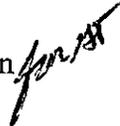
Approved as to form:



City Attorney

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

1st Reading

22.

31545-17

By

No

AN ORDINANCE

Establishing a Fire and Smoke Damper Inspection Program for Buildings Owned and Operated by the City of Dayton.

WHEREAS, This Commission is interested in providing inspections for Heating, Ventilation, and Air Conditioning ("HVAC") fire and smoke dampers located within City-owned buildings; and

WHEREAS, Fire and smoke dampers are fire prevention products used in HVAC ducts to prevent the spread of fire and smoke inside HVAC ducts through walls, floors and ceilings; and

WHEREAS, This Commission desires to establish a Fire and Smoke Damper Inspection Program for buildings owned and operated by the City in order to protect the health and welfare of City workers, visitors and safety forces in City-owned buildings; and

WHEREAS, This Commission directs the Department of Central Services to oversee implementation of the Fire and Smoke Damper Inspection Program; and

WHEREAS, This Commission directs any Department in the City that maintains or manages City-owned buildings to work in conjunction with the Department of Central Services to successfully implement the Fire and Smoke Damper Inspection Program; and

WHEREAS, Providing these inspections will help ensure that the City is in compliance with the most current National Fire Protection Association (NFPA) regulations; now, therefore,

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

Section 1. That a Fire and Smoke Damper Inspection Program is established for buildings owned and operated by the City of Dayton, for the purpose of ensuring that fire and smoke dampers are in working order to prevent the spread of fire and smoke inside walls and floors.

Section 2. That the following definitions shall be used for the Fire and Smoke Damper Inspection Program:

(a)Fire Damper: A listed device installed in ducts and air transfer openings designed to close automatically upon detection of heat and resist the passage of flame. Fire dampers are classified for use in either static systems that will automatically shut down in the event of a fire, or in dynamic systems that continue to operate during a fire. A dynamic fire damper is tested and rated for closure under elevated temperatures airflow.

(b)Smoke Damper: A listed device installed in ducts and air transfer openings designed to resist the passage of smoke. The device is installed to operate automatically, controlled by a smoke detection system, and where required, is capable of being positioned from a fire command center.

Section 3. That the fire and smoke damper unit testing and inspections shall be conducted in accordance with National Fire Protection Association standards. The testing and inspections shall be conducted by contractors and technicians that have been certified by the International Certification Board (ICB) and American National Standards Institute (ANSI) to ensure the quality and knowledge of the inspection process.

Section 4. That a Fire and Smoke Damper Inspection Program for buildings owned and operated by the City of Dayton, for the purpose of ensuring that fire and smoke dampers are in working order to prevent the spread of fire and smoke within walls, floors and ceilings be established within eighteen (18) months of the effective date of this ordinance.

If any fire and smoke damper unit is found to be faulty or inoperable, repairs or replacements shall begin as soon as possible, with the goal of completing such repairs within sixty (60) business days from the date the unit was found to be faulty or inoperable. The repairs or replacements of the fire and smoke damper units shall be completed and approved by contractors and technicians who are certified by the International Certification Board (ICB) and American National Standards Institute (ANSI). Compliance with the inspections, and compliance with the repairs or replacements, shall be monitored by the respective City Department that operates the building under inspection.

Section 5. That the Department of Central Services in cooperation with other City departments and commissions shall provide a status update to this Commission within twelve (12) months of the effective date of this Ordinance, identifying the buildings already inspected or to be inspected, the approximate number of fire and smoke dampers in each building to be inspected, and the proposed timeline for inspections to ensure compliance with this Ordinance.

Section 6. That all testing and inspections shall be documented indicating the location of each fire and smoke damper, date of the inspection, name of the inspector, deficiencies discovered, and any repairs or replacements completed. The results of the testing and inspections shall be given by the technicians to the Department of Central Services within thirty (30) days of the completion of each building tested and inspected. The Department of Central Services shall retain these testing and inspection reports until the next testing inspection is completed.

Section 7. That upon twenty-four (24) months following the effective date of this Ordinance, the Department of Central Services shall report to this Commission, outlining the number of fire and smoke dampers tested pursuant to this Ordinance, the number of such dampers that needed repaired or replaced and status of such repairs and/or replacement. The Department of Central Services shall present a recommended timeline to complete inspections, if any, of the remaining fire and smoke dampers located in buildings owned and operated by the City of Dayton, by appropriately qualified contractors and technicians as set

forth in this ordinance, to ensure ongoing safety for City workers, visitors, and safety forces and in accordance with the every four (4) year inspection schedule set forth by the NFPA.

Passed by the Commission., 2016

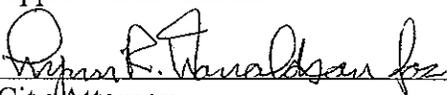
Signed by the Mayor , 2016

Nan Whaley, Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:


City Attorney