CITY COMMISSION MEETING AGENDA

CITY COMMISSION                DAYTON, OHIO                JANUARY 13, 2021

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)
The following recommendations are offered for City Commission approval.
A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   **FIRE**
   A1. Vogelpohl Fire Equipment, Inc. (firefighting equipment and related items as needed through 12-31-23) $45,000.00
1. (Cont’d):

**WATER**

B1. Ferguson Waterworks (PVC pipes, fittings, rubber couplings and related items as needed through 12-31-22) $24,000.00
-Depts. of Fire and Water.

Total: $69,000.00

2. **Butler Township – Service Agreement** – for ambulance services at the Dayton International Airport Dept. of Aviation/AP Aircraft Res & FF. $121,808.88 (Thru 1/14/2024)

3. **C.W. Golf Architecture, LLC – Service Agreement** – for the golf bunker project – Dept. of Recreation and Youth Services/Golf. $21,000.00 (Thru 12/31/22)

4. **Patricia Bretzfelder DBA Green World – Contract Modification** – for interior plant landscaping at the Dayton International Airport – Dept. of Aviation/AP Facilities & Ops Terminal. $14,604.80 (Thru 1/31/22)

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

5. No. 6561-21 Withdrawing the Objection to the Issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110, Dayton, Ohio 45402; and, Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31860-21

RESOLUTION NO. 6562-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 985-21
City Manager’s Report

From 2730 – PMB/Procurement
Supplier, Vendor, Company, Individual
Name See Below
Address See Below

Date January 13, 2021
Expense Type Purchase Order
Total Amount $69,000.00

2021 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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Includes Revenue to the City □ Yes □ No
Affirmative Action Program □ Yes □ No □ N/A

Description

FIRE

(A1) P0210466 – VOGELPOHL FIRE EQUIPMENT, INC., ERLANGER, KY
- Firefighting equipment and related items as needed through 12/31/2021.
- These goods are required to maintain and repair City-owned fire apparatus vehicles.
- Twenty-one (21) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB D21004 with pricing through 12/31/2023.
- The Department of Fire requests additional authority of $30,000.00 through 12/31/2023.
- The Department of Fire recommends acceptance of the low bid(s). Multiple awards are recommended to ensure the best value and supply availability for the City.

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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2022</td>
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<td>2023</td>
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<td>10000-6340-1301-71</td>
<td>$15,000.00</td>
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Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
WATER – WATER UTILITY FIELD OPERATIONS

(B1)  P0210351 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- PVC pipes, fittings, rubber couplings and related items as needed through 12/31/2021.
- These goods are required to maintain the City’s stock for repairs and replacements.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S19002 with pricing through 12/31/2022.
- The Department of Water requests additional authority of $12,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>2022</td>
<td>Water Inventory</td>
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<td>$12,000.00</td>
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The aforementioned departments recommend approval of these orders.
City Manager’s Report

From: 3223 - Aviation/AP Aircraft Res & FF
Supplier, Vendor, Company, Individual: Butler Township
Address: 3510 Sudachi Drive
Dayton, OH 45414-2435

Date: January 13, 2021
Expense Type: Service Agreement
Total Amount: $121,808.88 Thru 01/14/2024

<table>
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<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<td>$121,808.88</td>
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Includes Revenue to the City: ☑ No
Affirmative Action Program: ☑ No ☑ N/A

Description

PROFESSIONAL SERVICES AGREEMENT

The Department of Aviation requests permission to enter into an Ambulance Services Agreement ("Agreement") with the Butler Township Board of Trustees ("Butler") in the amount of $121,808.88. Under this agreement, Butler shall provide the ambulance services required for the removal of injured or ill persons from the Dayton International Airport for medical treatment.

The Airport does not make patient removals and relies on outside agencies to provide this service. The Butler Township community is adjacent to the Airport and has provided patient removals for over thirty years.

This Agreement is effective for a three (3) year period commencing January 15, 2021 and ending January 14, 2024, and includes one optional two-year renewal. The monthly amount payable for the ambulance services provided under the Agreement is $3,383.58, billed quarterly at $10,150.74, for an annual total of $40,602.96, or a total of $121,808.88 for three years, not including the optional renewal.

The Department of Law has reviewed and approved the agreement as to form and correctness. A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division
Department
City Manager
FORM NO. MS-16

Clerk
Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X   New Contract

Renewal Contract

Change Order:

Contract Start Date  01/15/21
Expiration Date       01/14/24

Original Commission Approval  $ 121,808.88
Initial Encumbrance          $ 40,602.96
Remaining Commission Approval $ 81,205.92

Original CT/CF
Increase Encumbrance  $ -
Decrease Encumbrance  $ -
Remaining Commission Approval  $ 81,205.92

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

Amount:  $ 40,602.96

Fund Code 51000 - 3223 - 1159 - 43 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:  

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

Amount:  

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

Attach additional pages for more FOAPALs

Vendor Name:  Butler Township
Vendor Address:  3510 Sudachi Drive Dayton, OH 45414-2435
Street
City
State
Zipcode + 4
Federal ID:  316000562
Commodity Code:  7003
Purpose:  To provide ambulance transport services at Dayton International Airport

Contact Person:  Mike Etter
Aviation/ Public Safety
Department/Division
Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature
Date

CF Prepared by
Date
CF/CT Number

Finance Department
October 18, 2011
AMBULANCE SERVICES AGREEMENT  
(City of Dayton - James M. Cox Dayton International Airport)

This Ambulance Services Agreement is made this _____ day of ______, 20___, between the City of Dayton, Ohio (“Dayton”) and Butler Township Board of Trustees, on behalf of its Fire Department (“Butler”).

WITNESSETH THAT:

WHEREAS, Dayton owns and operates the improved real property known and referred to as the James M. Cox Dayton International Airport ("Airport"); and,

WHEREAS, Butler, through its Fire Department, provides emergency medical services and ambulance transport for injured and ill persons; and,

WHEREAS, Dayton desires to engage Butler and Butler is willing to provide the necessary ambulance transport and related emergency services at the Airport, as described in this Agreement.

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

1. Butler shall provide the ambulance services required for the removal of injured or ill persons from the Airport. Specifically, the ambulance services to be provided by Butler include, but are not limited to, the following:

   a. Providing the necessary ambulance(s) and related medical equipment required for the removal of injured or ill persons from the Airport.

   b. Providing at least two (2) emergency medical technicians ("EMT's") with each ambulance responding to a request for ambulance services at the Airport. It is agreed and understood that all EMT personnel are, at all times, employees or agents of Butler.

   c. Providing replacement of all "first aid" supplies used by Dayton's Airport Rescue Firefighter personnel on victims removed by Butler, except Butler shall not be responsible for replacement of paramedic related equipment or supplies.

2. It is agreed that Butler will not be required, under this Agreement, to provide ambulance services for special events at the Airport, such as the Air Show.

3. Total annual amount of remuneration in this Agreement by Dayton shall not exceed the sum of Forty Thousand Six Hundred Two Dollars and Ninety-Six Cents ($40,602.96). Dayton will pay Butler the monthly sum of Three Thousand Three Hundred Eighty-Three Dollars and Fifty-Eight Cents ($3,383.58) for the ambulance services provided pursuant to this Agreement. Butler shall invoice Dayton for payment not more frequently than on a
quarterly basis. Invoices are payable and due within thirty (30) days from Dayton's receipt thereof.

4. This Agreement shall cover the ambulance services to be provided by Butler during the three (3) year period commencing on January 15, 2021 and ending on January 14, 2024, ("Term"), unless earlier terminated pursuant to this Agreement. This Agreement may be renewed by the mutual agreement of both parties for one term of two (2) years. This Agreement may be terminated by Dayton or Butler Township by giving thirty (30) days advance written notice to either jurisdiction.

5. The parties may request an amendment or modification of this Agreement; provided, however, that no amendment or modification is effective unless it is reduced to writing, executed by a duly authorized representative for each party, and if required or applicable, approved by the governing body of each party.

6. This Agreement represents the entire and integrated agreement between the parties hereto. 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.

7. 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.

8. Each party hereby assumes responsibility for the acts and conduct of the parties' respective employees and agents in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, neither party hereby waives any available immunities under the law.

9. During the term of this Agreement, Butler shall maintain "Ambulance Insurance" or such equivalent policy of insurance, covering ambulance attendant errors or omissions or Butler shall be "self-insured" for such losses and damages that would be covered by such insurance in accordance with the self-insurance requirements of the Ohio Revised Code.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
**IN WITNESS WHEREOF**, the parties, each by a duly authorized representative(s), have executed this Agreement as of the date first set forth above.

<table>
<thead>
<tr>
<th>CITY OF DAYTON, OHIO</th>
<th>BUTLER TOWNSHIP BOARD OF TRUSTEES</th>
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<tr>
<td>By:</td>
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**APPROVED AS TO FORM AND CORRECTNESS:**

☑ Recoverable Signature

![X] John Musto for
City Attorney

Signed by: Musto, John

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

____________________, 202_

Min. Bk. _______ Pg. __________

________________________
Clerk of Commission
City Manager’s Report

From 6550 - RYS/Golf
Supplier, Vendor, Company, Individual
Name C.W. Golf Architecture, LLC
Address 451 Castlebury Drive
Saline, Michigan 48176

Date January 13, 2021
Expense Type Service Agreement
Total Amount $ 21,000.00 thru 12-31-2022

Fund Source(s) Fund Code(s) Fund Amount(s)
RYS Community Cash Capital 40002-6550-1153-56 $21,000.00

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

Description

SERVICE AGREEMENT FOR GOLF COURSE BUNKER PROJECT

Recreation and Youth Services is requesting approval of a professional service agreement with C.W. Golf Architecture, LLC in the amount of $21,000.00, for golf course design, planning and construction oversight with a focus on improving the bunkers at Community Golf Club.

In response to Request for Proposal (RFP No. 20-024RYS), seven proposals were received for the above project on December 3, 2020. C.W. Golf Architecture, LLC was selected because they had the best combination of qualifications and references, pricing, and time line approach to meet the Department of Recreation and Youth Services' objectives.

This agreement commences upon execution by the City and shall terminate on December 31, 2022.

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

A Certificate of Funds is attached.

Kelly Pressel
Division Williams, Robin
Department City Manager
FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- x - New Contract
- - Renewal Contract
- - Change Order

<table>
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<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
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<th>Required Documentation</th>
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<td>Initial City Manager’s Report</td>
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<td>Initial Agreement/Contract</td>
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<td>Copy of City Manager’s Report</td>
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Attach additional pages for more FOAPALs

Vendor Name: C.W. Golf Architecture LLC

Vendor Address: 451 Castlebury Drive, Saline, Michigan 48176

Federal ID: 27-2853508

Commodity Code: 90607

Purpose: Community Golf Course and Bunker Improvement Design and Project Management

Contact Person: Kelly Pressel x3378

RYS/Golf 12/28/2020

Department/Division

Date

 Originating Department Director’s Signature: Kelly Russell

For RW 12/28/2020

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: LaShea Stimson

Date: 12/30/2020

CF Prepared by: William

Date: 12/30/2020

CF/CT Number: CT21-2910
AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this _____ day of __________, 202__ is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and C.W. Golf Architecture, LLC ("Consultant").

WITNESSETH THAT:

WHEREAS, City submitted a Request for Proposal for Professional Design & Construction Administration Services for Community Golf Course Bunker Renovation, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Consultant responded to the City’s Request for Proposal, setting forth that it is experienced and qualified to provide the professional services for Community Golf Course Bunker Renovation and submitted a proposal regarding the same, a copy of which is attached hereto as Exhibit B; and,

WHEREAS, Consultant’s response to the Request for Proposal has been accepted by the City.

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

ARTICLE 1 – SERVICES TO BE PERFORMED

Consultant shall perform the professional design & construction administration services for the Community Golf Course bunker renovations, hereinafter referred to as the ("Project") described in the Request for Proposal No. 20-024RYS, hereinafter referred to as the ("RFP"), a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant’s response to the RFP, hereinafter referred to as the ("Proposal"), a copy of which is attached as Exhibit B and incorporated herein by reference.

Consultant shall provide design, specifications, and construction administration for a bunker renovation project at Community Golf Course located at 2917 Berkley Avenue, Dayton, Ohio 45409. Both 18-hole courses at Community Golf Course, the Hills and Dales courses, will be included in this project.

Scope of Services:
1. Meet with City staff to review the scope of work, review documentation provided by the City, and discuss Project schedule.
2. Conduct on-site visits to review and analyze the existing bunkers and course conditions.
3. Develop 50% review of design and provide construction renderings. These renderings will be developed for each hole involved in this Project. The Consultant shall provide these renderings to the City that will be used to gather feedback and comments on the proposed renovations.
4. Develop 90% review of design, specifications, and estimate of cost. These documents shall be provided to the City for review and approval prior to final submittal.

5. Present final signed and sealed construction plans, specifications, and estimate of cost to the City for final review and to publicly bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
   a. This submission shall also include final drawings and renderings that can be publically displayed and advertised to golfers and City Officials.
   b. The construction plans and specifications shall also include a course construction sequencing plan to keep the golf courses open for play during construction and limit the number of holes under construction at once.

6. During the public bidding process, the Consultant shall:
   a. Attend any pre-bid and/or site visit meeting(s).
   b. Aid in the development of creating and publishing necessary addenda(s).
   c. Review the bid tab, bid proposal, references, project experience, and any additional information for the apparent low-bidder.

7. During the construction phase, the Consultant shall:
   a. Attend the pre-construction meeting and any and all progress meetings. It is estimated to have at least one (1) progress meeting per month of construction.
   b. Answer questions concerning the work, respond to request for information, and prepare bulletins for any changes in the work.
   c. Review and approve all shop drawings and submittal.

8. Additional, the Consultant shall provide the following additional construction services:
   a. Provide construction administration services including weekly on-site inspections to verify all work and materials are completed in compliance with the construction contract documents and plans. A report, including pictures, shall be provided to the City after each visit.
   b. Maintain a contingency log (if applicable) and make recommendations to the City regarding changes to the construction contract.
   c. Prepare bulletins for owner requested changes in work.
   d. Ensure “as-built” drawings are prepared and reviewed for accuracy prior to delivering to the City.
   e. Create and ensure all punch lists are prepared and fully completed prior to acceptance of work.
   f. If applicable, gather and distribute to the City owner’s manuals, warranty information, and any and all necessary closeout documentation.

For purposes of this Agreement, all professional services to be performed by Consultant shall be hereinafter referred to as the “Services.” Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, images, or data, shall become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.
The City specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow. All claims brought forward by Consultant must be brought forward immediately once they arise.

Any services not listed in this Agreement shall not be performed and compensated for unless it is agreed to in writing by both parties.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Twenty-One Thousand Dollars and Zero Cents ($21,000.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal attached as Exhibit B. Consultant shall submit invoices, not more frequently than monthly for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amount of invoices within thirty (30) days from receipt thereof.

ARTICLE 3- TERM

This Agreement shall commence upon execution by the City and shall terminate on December 31, 2022, unless extended to a later date by mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4- INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Consultant’s negligent performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

ARTICLE 5- INSURANCE

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

1. General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers’ Liability Insurance, having a limit of $500,000 for each occurrence.
4. Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.
5. Consultant shall maintain errors and omissions insurance in the amount of $1,000,000.00.
Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation. Consultant will provide notice of diminution of coverage within twenty-four (24) hours. Consultant also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 6- TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Consultant only for those services accepted by the City.

City may terminate or suspend performance of this Agreement for City’s convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City’s convenience, upon restart, an equitable adjustment may be made to Consultant’s compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to City.

ARTICLE 7- COMMUNICATIONS

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

Consultant: C.W. Golf Architecture, LLC
451 Castlebury Drive
Saline, Michigan 48176
Attention: Christopher Wilczynski, Owner

City: City of Dayton
Division of Golf
3383 Chuck Wagner Lane
Dayton, Ohio 45414
Attention: Kelly Pressel, Division Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.
ARTICLE 8- NON-DISCRIMINATION

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

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this contract as fully 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 9- CONFIDENTIALITY

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

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

Nothing in this Section shall prohibit or limit either party’s use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party’s knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE 10- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.
ARTICLE 11- GENERAL PROVISIONS

A. Waiver

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

B. Delay

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

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

C. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

Consultant shall meet with City's designees at such times designated by City to review and discuss performance of this Agreement. Consultant shall cooperate with City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

By executing this Agreement, Consultant acknowledges and agrees that it will be providing Services to City as an "independent contractor." As an independent contractor for City, Consultant is prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Paragraph. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.
Consultant understands and agrees that it is not a City employee, and therefore, will not be entitled to, nor will it make any claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be solely responsible to withhold and pay all applicable local, state, federal taxes and Workers’ Compensation Insurance. Consultant is not a “public employee” for the purpose of the Ohio Public Employees Retirement System (“OPERS”) membership.

F. Assignment

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

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City’s Director of Recreation & Youth Services, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio and in accordance with any applicable funding source requirements.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibits A and B, the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, City and Consultant, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above.

CITY OF DAYTON, OHIO

City Manager

C.W. GOLF ARCHITECTURE, LLC

By: [Signature]

Title: OWNER

APPROVED AS TO FORM AND CORRECTNESS:

12/16/2020

X John Musto for

City Attorney

Signed by: Musto, John

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

____________________, 20__

Min./Bk. _____ Pg. _____

Clerk of the Commission
City of Dayton, Ohio
Department of Recreation and Youth Services
Division of Golf

Community Golf Course Bunker Renovation 2020

REQUEST FOR PROPOSALS (RFP) No. 20-024RYS
NOVEMBER 2020
PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:
   City of Dayton, Division of Civil Engineering
   Andrew Marks
   101 West Third Street
   Dayton, Ohio 45402
   Telephone: (937) 333-3857
   E-Mail: andrew.marks@daytonohio.gov

All communications/questions concerning this RFP must be submitted via email referencing the specific paragraph and page number.

1.02 SCHEDULE. The following is the anticipated schedule for vendor selection Process:

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>November 12, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Visit (must register)</td>
<td>November 19, 2020 - Various times- See 1.03 for details</td>
</tr>
<tr>
<td>Questions Due:</td>
<td>November 20, 2020 at 2:00pm Dayton, Ohio time.</td>
</tr>
<tr>
<td>Answers Posted: on</td>
<td>November 24, 2020 by 5:00pm Dayton, Ohio time.</td>
</tr>
<tr>
<td>Due Date for Proposals:</td>
<td>December 3, 2020 at 11:00am Dayton, Ohio time.</td>
</tr>
<tr>
<td>Firm is Selected:</td>
<td>Anticipated in December 2020</td>
</tr>
<tr>
<td>Notice of Intent to Award:</td>
<td>Anticipated in December 2020</td>
</tr>
<tr>
<td>Notice to Proceed Issued:</td>
<td>Anticipated in December 2020</td>
</tr>
<tr>
<td>Contract is Awarded:</td>
<td>Anticipated in December 2020</td>
</tr>
<tr>
<td>Construction Project Completion Date:</td>
<td>December 31, 2021</td>
</tr>
</tbody>
</table>

1.03 SITE VISIT. There will be a voluntary site visit by appointment only on Thursday, November 19, 2020. Although this is voluntary, we are asking that you pre-register so that we can conform to the COVID-19 guidelines. The site visit should last approximately 30 minutes. Each entity is requested to have no more than 3 attendees. There will be no more than 6 people per group allowed, which includes 3 members from City Staff. The meeting times will begin at 9:00 AM EST. Please use the registration form attached to this document and send to andrew.marks@daytonohio.gov.

1.04 SUBMITTING A PROPOSAL. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: “Community Golf Course Bunker Renovation”.

The bid opening will be facilitated using ZOOM with the following login information:

Join Zoom Meeting
https://us02web.zoom.us/j/81707875916?pwd=S2N6cTNPcmRlbUpzVD8iK1dYcUVQQT09

Meeting ID: 817 0787 5916
Passcode: 735964
One tap mobile
Electronic proposals must be received in the Procurement bid email in-box (andrew.marks@daytonohio.gov) by 11:00 AM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which, in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Firms proposed for work under this proposal or waive any minor irregularities.

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP. The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 Items that Disqualify a Vendor Immediately.
   - Incomplete or non-responsive proposal.

1.06 Criteria. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. Evaluation will be completed on the information submitted in response to the RFP only unless a presentation or clarification is requested. Should this occur, all of these factors will be used to determine the outcome.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firms Qualifications &amp; References</td>
<td>45%</td>
</tr>
<tr>
<td>2</td>
<td>Price</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Time Line Objective</td>
<td>25%</td>
</tr>
<tr>
<td>4</td>
<td>Dayton Local Business</td>
<td>5%</td>
</tr>
<tr>
<td>5</td>
<td>PEP Certified Vendor</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td><strong>Total Points</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

1.07 **MISCELLANEOUS ITEMS.**

- All Firms submitting a proposal will be notified, upon final determination by the City, of the Firm or Firms selected to perform the requested work.

**SCOPE OF PROJECT**

2.01 **PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Dayton’s, Department of Recreation and Youth Services, Division of Golf is seeking a professional Golf Course Architect to provide knowledge, design, specifications, and oversee the bunker renovation construction project at Community Golf Course located at 2917 Berkley Ave. This project will include any and all necessary site visits to verify and note existing conditions, the creation of the design, construction plans and specifications, and to provide periodic construction inspection for the proposed bunker renovations. This solicitation by the City will result in the selection of a qualified and experienced Firm to perform these services.

2.02 **BACKGROUND INFORMATION.** Community Golf Course celebrated its 100-year anniversary in 2018 and has a deep golf history in Dayton and the surrounding area. Prior to COVID, Community Golf Course was one of three golf courses operated by the City of Dayton. In March of 2020, the City of Dayton closed two local courses, which resulted in an increase in demand at Community Golf Course. League play is the largest revenue stream, with over 400 league players playing weekly. More than 65,000 rounds of golf are played annually.

Bunkers were last renovated in 2000 and attached to this RFP is the construction drawings. Since renovation, Community Golf Course has experienced drainage and sand issues. Bunkers are the most common complaint we receive and many leagues and tournaments often play them as ground under repair. Additionally, our maintenance staff is limited and our current bunkers demand many resources.

Community Golf Course is comprised of two 18-hole courses, which accommodates various skill levels.

1. The Dales Course is the shorter of the two and less difficult with fewer bunkers, which provides a great golfing option for beginners and senior players.
   - The Dales Course has approximately 27 bunkers (estimated 20,940sf in area).
2. The Hills Course is longer and more difficult with several terrain changes and more bunkers which provides a challenging course for the skilled player.
   - The Hills Course has approximately 35 bunkers (estimated 42,140sf in area).
2.03 Scope of Work/Requirements.

The successful outcome of this project would include improvement to aesthetics, playability, and maintenance requirements of all bunkers on the City owned thirty-six hole golf course.

1. Knowledge and Design Considerations
   a. Must have at least three (3) references for past golf course work to include bunker projects.
   b. Reduce and simplify daily and long-term maintenance of bunkers.
   c. Improve playability and help reduce pace of play.
   d. Determine and improve drainage solutions.
   e. Correct run-off from irrigation and rain that spill into bunkers.
   f. Reshape bunker edges.
   g. Consider eliminating poorly located bunkers.
   h. Consider adding new bunkers.
   i. Determine the proper sand for both playability and maintenance.

2. Plan and Specifications
   a. Provide design plans and complete specifications to publically bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
   b. Provide project drawings and renderings to display and advertise to golfers and City Officials.
   c. Provide a detailed project cost estimate.
   d. Provide a course construction-sequencing plan to include any course or hole closures that may occur during construction. It is the overall intention to keep the golf course open for play during construction and limit the number of holes under construction at once.

3. Project Oversight
   a. At a minimum, the successful Consultant shall:
      a. Adhere to all milestones listed in the "Schedule" section below.
      b. Assist the City during the construction bidding process. This shall include:
         i. Attend any pre-bid and/or site visit meeting(s).
         ii. Aid in the development of creating and publishing necessary addenda(s).
         iii. Review the bid tab, bid proposal, references, project experience, and any additional information for the apparent low-bidder.
   c. During the construction phase, the Consultant shall:
      i. Attend the preconstruction meeting and any and all progress meetings. For estimating purposes, the Consultant shall anticipate at least one progress meeting per month of construction.
      ii. Answer questions concerning the work, respond to RFI’s, and prepare bulletins for any changes in work.
      iii. Review and approve all shop drawings and submittals.

4. Additional Construction Oversight
   a. In addition to the construction oversight listed above, if this line item is awarded, the Consultant shall provide additional services:
      a. Provide construction administration services including weekly on-site inspection to verify all work and materials are completed in compliance with the contract documents and plans. A report, including pictures, shall be provided to the City after each visit.
b. Maintain a contingency log (if applicable) and make recommendations to the City regarding changes to the contract.
c. Prepare bulletins for owner requested changes in work.
d. Ensure “as built” drawings are prepared and reviewed for accuracy prior to delivering to the City.
e. Create and ensure all punch lists are prepared and fully completed prior to acceptance of work.
f. If applicable, gather and distribute to the City owner’s manuals, warranty information, and all other necessary close-out documentation.

SCHEDULE
It is our intention to begin the architecture work as soon as practical and begin bidding in early 2021. The City would like to begin construction prior to April 1, 2021. The Firm is to provide a schedule in their proposal that shows every attempt to expedite this project to meet the following milestones:

- Initial project kick-off meeting to determine exact scope of work.
- 50% review of design and provide conceptual renderings.
- 90% review of design, specifications, and estimate of cost.
- 100% receipt of all drawings, specifications and estimate of cost.
- Public Bidding Phase:
  - Week #1: first week of advertisement (Monday)
  - Week #2: second week of advertisement (Monday) and voluntary site visit (Tuesday)
  - Week #3: open bids (Thursday)
- Contract Award Phase:
  - Award construction contract at City Commission meeting (Wednesday), typically four weeks after bids are opened.
  - Notice to Proceed is issued, on an average, of one to two weeks after award.
- Substantial Construction Completion: December 31, 2021.

2.04 PROPOSAL RESPONSE REQUIREMENTS. A prospective Proposer’s response shall include the following information at a minimum. The proposal should address the requirements in a clear and concise manner in other order stated herein. Proposals that do not adhere to the following format or included the required information/documents may be considered incomplete and therefore unresponsive by the City. The City reserves the right to seek additional-supplemental information on specific issues as needed.

A. Qualifications of the Firm:
Provide a description and history of the Firm focusing on golf course architecture and bunker renovations. Provide a list of related projects (including dates of each project, project budget, and scope of work) that you (and all proposed subfirms) completed and/or had substantial involvement. If applicable, describe the construction-sequencing and timeframe of the project in regards to how renovations were cognizant of league play. It is highly recommended to elaborate on previous projects that had a very tight deadline and how you met the completion date(s).

Provide at least three (3) references for which the Firm has performed services within the past three (3) years that are similar to the requirements in the Statement of Work. Provide the reference name, address, email address, telephone numbers and date of contract (Form provided).

B. Ability to Address Requirements/Project Timeline
The Firm must describe your availability to the City and your approach for managing the project. The Firm shall also provide a schedule with an anticipated starting date listed in Section 1.02 “RFP Schedule”. This schedule shall be detailed enough to highlight meeting project milestones (See Section 2.03 “Scope of Work/Requirements” above), other important
dates, necessary updates with the City, and anticipated completion date. It is imperative that the schedule listed, provided, and developed between the City & the successful Firm must be strictly met. The Firm shall show initiative and creativity towards designs and implementation.

C. PRICING STRUCTURE.
Prices proposed will remain Firm for acceptance within 180 calendar days after the proposals are received. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code.

1. Cost Proposal/ Item Pricing

   1. Complete Design Services and Project Oversight $__________

   2. Estimated Time to Complete Design Services (For informational purposes only) _____ hrs

   3. Additional Construction Oversight $__________

2. Additional Work as Needed (Hourly rate for services) $__________
(You may attach a list of hourly rates depending upon job classifications to your RFP)

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, Firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32)

3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, Firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.
3.05 Proposer’s Incurred Costs. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 Affirmative Action Assurance (AAA). It is encouraged that the selected Firm must electronically submit an Affirmative Action Assurance application via the City’s online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC). For the purposes of this contract, a temporary allowance will be put in the system noting the exclusion if it is needed. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification/or exclusion, with the HRC may result in difficulty of contract and payment due to financial system requirement; therefore, although this is not a requirement; it is a recommendation. . AAA certification must be updated annually via citybots.com.

3.07 Standard Agreement Terms for Professional Services – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2022, whichever date is earlier (“Original Term”).

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM

Firm shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Firm shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY’S RESPONSIBILITIES

The City will furnish Firm, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

(1) General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers’ Liability Insurance, having a limit of $500,000 for each occurrence.
(4) Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.
(5) Firm shall maintain errors and omissions insurance in the amount of $1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Firm pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Firm also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Firm to perform in accordance with the terms of this Agreement. Firm shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement for the City’s convenience upon thirty (30) days prior written notice to Firm. In the event of termination by the City hereunder, the City will pay Firm for Services provided up to the date of termination. Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to
the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. 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.

C. COMMUNICATIONS

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

Company Name: 
Address: 
City, State Zip Code: 
Attention: 
Title: 

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Firm 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 it specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Firm from receiving future City contracts.

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT FIRM

By executing this Agreement for professional services, Firm acknowledges and agrees that it will be providing services to the City as an “independent Firm”. As an independent Firm for the City, Firm shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Firm 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.

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

M. PCI COMPLIANCE

Bidder/proposer ("Offeror") represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:

   a. Completed by a qualified professional payment card processing Firm acceptable and approved by the City of Dayton; and,


2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton.

Selection one of the following and initial on the adjacent line:

[ ] Not Applicable ("N/A")

[ ] Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton.

N. LIVING WAGE ORDINANCE -

"I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages."

[ ] YES [ ] NO [ ] Not Applicable ("N/A")
EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name:

Street Address:

City, State, Zip:

Proposer’s Phone Number:

Proposer’s Fax Number:

Proposer’s E-mail Address:

Form of Ownership

☐ Sole Proprietorship  ☐ Franchise  ☐ Partnership  ☐ Corporation

☐ Joint Venture  ☐ LLC  ☐ Other

(Specify):

If a corporation, state of incorporation:

Federal Identification Number (or SSN if sole proprietorship):

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.

☐ Yes  ☐ No

SIGNATURE:

PRINTED NAME AND TITLE:

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.
EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company:

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:

<table>
<thead>
<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
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<tbody>
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</table>

If a corporation, state of incorporation:

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearst to Dayton, Ohio:

Federal Identification Number (or SSN if sole proprietorship): ***-****

Key Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
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</table>
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _______________________

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No 20-024RYS. Do not use the City of Dayton as a reference.

Company Name: ____________________________________________
Address: ____________________________________________
Contact Person: ____________________________________________
Telephone Number: ______ Fax Number: ____________
Email Address: ____________________________________________

Company Name: ____________________________________________
Address: ____________________________________________
Contact Person: ____________________________________________
Telephone Number: ______ Fax Number: ____________
Email Address: ____________________________________________

Company Name: ____________________________________________
Address: ____________________________________________
Contact Person: ____________________________________________
Telephone Number: ______ Fax Number: ____________
Email Address: ____________________________________________

Company Name: ____________________________________________
Address: ____________________________________________
Contact Person: ____________________________________________
Telephone Number: ______ Fax Number: ____________
Email Address: ____________________________________________
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

**Child Labor.** The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

**Forced Labor.** The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

**Wages and Benefits.** The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

**Hours of Work.** Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

**Worker Rights.** The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

**Health and Safety.** The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

**Notice to Employees.** The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: ________________________________
Bidding Company: ___________________________________
Address: ___________________________________________
Signature/Title: ______________________________________
Federal I.D.#: ________________________________________
Phone No.: _________________________________________
Fax No.: ____________________________________________
EXHIBIT D - BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.

Type of Tax Filing: (check all that apply)
1. □ Employee Withholding FEIN # __________________________
2. □ Corporate Earnings FEIN # __________________________
3. □ Individual Ownership Earnings SSN # __________________________
4. □ Partnership Earnings FEIN # __________________________

Company Name __________________________ Phone # __________
Mailing Address __________________________ City ________ St ________ Zip ________
Local Business Address __________________________ City ________ St ________ Zip ________

Check the jurisdictions that we administer that you operate in:
□ Dayton City Limits □ Dayton Wright Brothers Airport □ Dayton International Airport □ NONE

Date Business Started in Our Taxing Jurisdiction __________________________
Your Accounting Period? Calendar Year_________ or Fiscal Year ending on __________

Withholding Information *Quarterly Withholding cannot exceed $600.00
= Do you have employees? Yes □ or No □ Date First Employee Started Working in Our Jurisdiction __________
= Do you submit withholdings QUARTERLY* or MONTHLY? __________
= Is this a courtesy withholding for your employees who are residents of the above cities only? Yes □ or No □ __________

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes □ No □ __________
If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes □ No □ __________
Do you use Subcontractors? Yes □ No □ If so list Names, Addresses, and FEIN or Social Security Numbers below __________

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed __________

Full name of Owner of Company __________________________

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner __________

If you are not liable to pay taxes in our jurisdiction, please explain why __________

Signature __________________________ Title __________________________ Date __________

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 – Fax (937) 333-4280

CS-25c
# Site Visit Registration Form

**Date:** 11/12/2020

<table>
<thead>
<tr>
<th>RFP 20-011 PWPM Site Visit Registration Form</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong></td>
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<tr>
<td><strong>Attendee #1</strong></td>
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<tr>
<td>Name:</td>
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<tr>
<td>Email:</td>
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<td>Phone:</td>
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<tr>
<td><strong>Attendee #2</strong></td>
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<tr>
<td>Name:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td><strong>Attendee #3</strong></td>
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<tr>
<td>Name:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
</tbody>
</table>

| **Time Assigned:** | Wednesday, November 19, 2020 @ |

Email to: Purchasing@daytonohio.gov
Once received, a copy will be emailed back to both attendees with the company designated time.

Thank you,

**Melissa A. Wilson**

Melissa A. Wilson, CPPB  
Purchasing Agent
TO: Bidders on RFP No. 20-024RYS

FROM: City of Dayton, Ohio
Division of Procurement

SUBJECT: ADDENDUM 1- Questions and Answers for above RFP

The City of Dayton has received a question relating to our RFP 20-024RYS Community Golf Course Bunker Renovations.

The following are the questions with answers for this RFP. Please consider this document in preparation of your bid response. In the answers of these questions the City of Dayton shall be noted as “City”.

To ensure the integrity of the bid process, a signed copy of this bid addendum notice shall be included with your company’s response to this document.

Chris Wilczynski 11-3-2020
(Print Name) (Date)

[Signature] C.W. Golf Architecture, LLC
(Signature) (Company Name)

Sincerely,

Melissa A. Wilson, CPPB
Purchasing Agent
DAYTON
City of Dayton, Ohio
Department of Recreation and Youth Services
Community Golf Course Bunker Renovations
RFP No. 20-024RYS
November 2020

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: RFP No. 20-024RYS
Bidding Company: C.W. Golf Architecture, LLC.
Address: 451 Castlebury Drive
Saline, Michigan 48176

Signature/Title: [Signature] Owner
Federal I.D. #: 27-2653508
Phone No.: 734-395-7941
Fax No.: NA
Proposal Affidavit

December 3, 2020

Mr. Andrew Marks
City of Dayton
101 West Third Street
Dayton, Ohio 45402

Proposal Affidavit for Community Golf Course Bunker Renovation 2020- RFP No. 20-024RYS

Neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in producing or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter be paid.

Chris Wilczynski, Owner
C.W. Golf Architecture
Pricing Structure

Cost Proposal / Item Pricing:

1. Complete Design Services and Project Oversight $12,000.00
2. Estimated Time to Complete Design Services 60 hours
3. Additional Construction Oversight $9,000.00

Additional Work as Needed (hourly rate for services) $200.00/hour
# Proposed Project Timeline - Bunker Renovation

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>- Confirm Scope of Work</td>
<td></td>
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<tr>
<td>- Confirm Project Schedule</td>
<td></td>
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<tr>
<td>- Outline overall Goals and Objectives</td>
<td></td>
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<tr>
<td>2. Site Investigation and Analysis</td>
<td>January 4-15, 2021</td>
</tr>
<tr>
<td>- Develop Mapping for Golf Course</td>
<td></td>
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<tr>
<td>- Walk and Review Each Golf Hole/Bunker</td>
<td></td>
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<tr>
<td>- Play Golf Course (weather dependent)</td>
<td></td>
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<tr>
<td>- Develop Thoughts/Ideas for Bunker Improvements</td>
<td></td>
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<tr>
<td>3. 50% Review of Design and Conceptual Renderings</td>
<td>January 15, 2021</td>
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<tr>
<td>- Provide Design Plans for Review</td>
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<tr>
<td>- Provide Conceptual Renderings</td>
<td></td>
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<tr>
<td>- Receive Feedback from City of Dayton</td>
<td></td>
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<tr>
<td>- Revise/Update Design and Renderings (as needed)</td>
<td></td>
</tr>
<tr>
<td>4. 90% Review of Design, Specifications and Cost Estimate</td>
<td>January 22, 2021</td>
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<tr>
<td>- Provide Design, Specifications and Cost Estimate</td>
<td></td>
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<tr>
<td>- Receive Feedback from City of Dayton</td>
<td></td>
</tr>
<tr>
<td>- Revise/Update Design and Specifications (as needed)</td>
<td></td>
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<tr>
<td>- Provide Construction Sequencing Plan for Review</td>
<td></td>
</tr>
<tr>
<td>5. 100% Receipt of Drawings, Specifications and Cost Estimate</td>
<td>January 29, 2021</td>
</tr>
<tr>
<td>- Completion of Drawings and Specifications</td>
<td></td>
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<tr>
<td>- Completion of Cost Estimate</td>
<td></td>
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<tr>
<td>- Provide Final Construction Sequencing Plan</td>
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<tr>
<td>6. Public Bidding Phase</td>
<td>February 1-18, 2021</td>
</tr>
<tr>
<td>- Assist City of Dayton with Bid Process</td>
<td></td>
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<tr>
<td>7. Open Bids</td>
<td>February 18, 2021</td>
</tr>
<tr>
<td>8. Contract Award Phase</td>
<td>March 17, 2021</td>
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<tr>
<td>- Award Construction Contract</td>
<td></td>
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<tr>
<td>(4 weeks after bid opening)</td>
<td></td>
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<tr>
<td>9. Commencement of Bunker Renovation Construction</td>
<td>March 29, 2021</td>
</tr>
<tr>
<td>- Attend Pre-Construction Meeting</td>
<td></td>
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<tr>
<td>- Attend one progress meeting per month</td>
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<tr>
<td>- Answer questions regarding work</td>
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<tr>
<td>- Review and approve all shop drawings</td>
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<tr>
<td>10. Additional Construction Oversight (as needed)</td>
<td>Weekly Site Visits</td>
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<tr>
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<td>During Construction</td>
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<tr>
<td>11. Substantial Construction Completion</td>
<td>December 31, 2021*</td>
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<tr>
<td>*Completion of Project is dependent on final scope of work and contractor availability</td>
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</table>
PHASE 6: PROJECT OVERSIGHT PHASE (AND ADDITIONAL OVERSIGHT):

We will attend the pre-construction meeting and all progress meetings during the duration of the construction renovation of the bunkers. We will answer questions, respond to requests for information and prepare documentation to outline changes in work. We will review and approve all shop drawings and submittals.

If awarded, we will provide additional construction oversight to include weekly on-site inspection of the work and to confirm that the project is being completed in compliance with the goals and objectives set forth in Phase 1, and the contract documents and plans. A site visit report (including photos) that will document our recommendations, the progress of the work, and any proposed changes will be distributed to the project team after each visit. In addition, we will manage and communicate all changes of work (owner and contractor), ensure that the as-built drawings are prepared and delivered to the City upon completion of the project, create punch lists and review this work prior to final acceptance of the work, and gather and distribute all project close-out documentation.

September 2, 2020
Mr. Colin Ramirez
Golf Course Superintendent
Blythewood Country Club
Belmont, Michigan

Colin

The following notes summarize the construction monitoring site visits on August 21st and 31st, 2020 to review the golf course renovation work at Blythewood Country Club.

Note #1
- The rough shaping of the forward tee and the sand bridge between the fairway and the upper tee complex was reviewed, stocked, and approved.
- As noted, remove 35 of existing cart path right of the green. The alignment of the path was regraded and flagged.

Note #2
- The evaporation alignment, and general shape of the three upper tees was reviewed with MGO. As noted: remove 35 of the third tee (located on drive).
- The location of the cart path and cart parking area was marked.

Note #3
- The elevation and shape of the approach of the regular tee was reviewed with MGO. Narrow the width of the tee to 30’.
- Check a 12’ drop between the back section of the existing tee and the section of the fairway that will be removed.
- The tee closing work along the river bank goal. There is improved visibility of the left side of the green from the back tee. The tee has been levelled to enhance the view and is located on the left side of the road from the back tee. It is recommended to regrade the fairway between the rear closing work and the forward tee that need to be cut back into fairway.

Note #4
- Several trees (as marked) need to be removed from the area between the 2nd fairway and the 2nd green. The trees need to be removed prior to the establishment of the native grass area.
- The shaping of each tee has been reviewed and approved. The tees were approved for tee cut installation and final shaping and alignment. The new tees is nearly into the landscape.
PHASE 5: PUBLIC BIDDING AND CONTRACT AWARD PHASE:

We will work with and assist the City of Dayton with the construction bidding process. We will recommend several golf course construction contractors for bidding, assist with the publishing of the bid, attend the pre-bid meeting and/or site visit meetings, aid in the development and creation of addenda(s), and review the bid proposals and assist with the contractor recommendation.

The construction sequencing plan that we develop will be outlined in the bidding documents and will be used to guide the planning and workflow of the bunker renovation project to be completed by the successful bidder. The primary objective will be to keep the courses open and not disrupt day to day play (golf leagues) while allowing the contractor to complete the work efficiently and with a high level of quality.
PHASE 4: 100% RECEIPT OF DRAWINGS, SPECIFICATIONS AND ESTIMATE OF COST:

We will refine the construction documents based upon the feedback from Phase 3 and develop the FINAL documents (plans, specifications, and estimate of cost) for 100% receipt to the City of Dayton.

We will develop a course construction sequencing plan to outline how the bunker renovation project can be completed while the course remains open.
PHASE 3: 90% REVIEW OF DESIGN, SPECIFICATIONS AND ESTIMATE OF COST

We will refine the conceptual plans based upon the feedback from Phase 2 and develop construction documents (plans, specifications, and estimate of cost) for a 90% review by the City of Dayton.

We will personally review the construction documents with the City of Dayton staff and stakeholders for comment and feedback. The plans will be distributed to the City prior to the in-person review. The reviews will be used to develop feedback and create consensus for the final development of the bunker improvement project.

Example of Construction Documents and Cost Estimate from Blythefield CC
PHASE 2: 50% REVIEW OF DESIGN AND CONCEPTUAL RENDERSINGS:

We will develop conceptual designs and renderings of the proposed bunker improvements based upon the goals and objectives from the project kick-off meeting and the site investigation and analysis work completed in Phase 1. A conceptual design and rendering outlining the proposed bunker improvements will be developed for each hole on the Hills and Dales courses.

We will personally review the conceptual bunker improvement plans with the City of Dayton staff and stakeholders for comment and feedback. The plans will be distributed to the City prior to the in-person review. The reviews will be used to develop feedback and create consensus regarding the recommendations.

Example of Conceptual Rendering for Hole Design
Project Approach – Bunker Renovation

PHASE 1: PROJECT KICK OFF MEETING, SITE INVESTIGATION AND ANALYSIS:

We will conduct a project kick-off meeting with the Community Golf Course staff and key personnel from the City of Dayton to understand the needs, thoughts, and ideas for the improvement of the golf courses and the bunkers.

We will physically walk and review the 36-hole Community Golf course (Hills and Dales Courses) to analyze the existing bunkers and course conditions. The review of the bunkers will include their strategic placement, aesthetic, internal and external drainage, perimeter shaping/landforms, and overall fit into the landscape. General thoughts for the enhancement of the golf course bunkers will be determined as the holes are analyzed. Photos and drawings will be used to record the existing conditions and the conceptual thoughts for the improvements to the bunkers.
Qualifications of the Firm - References

DAYTON
City of Dayton, Ohio
Department of Recreation and Youth Services
Community Golf Course Bunker Renovations
RFP No. 20-024RYS
November 2020

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: C.W. Golf Architecture, LLC.

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No 20-024RYS. Do not use the City of Dayton as a reference.

Company Name: Blythefield Country Club
Address: 5801 Northland Drive NW, Belmont, Michigan 49306
Contact Person: Collin Romanick, Golf Course Superintendent
Telephone Number: 616-437-7935  Fax Number: 
Email Address: cromanick@blythefieldcc.org

Company Name: Pine River Country Club
Address: 5588 North Luce Road, Alma, Michigan 48801
Contact Person: Alan Kommel, Owner
Telephone Number: 989-620-1514  Fax Number: 
Email Address: akommel@gmail.com

Company Name: Shenandoah Country Club
Address: 5600 Walnut Lake Road, West Bloomfield, Michigan 48323
Contact Person: Nick Johnson, Golf Course Superintendent
Telephone Number: 586-405-0129  Fax Number: 
Email Address: njohnson@shenandoahcc.net

Company Name: Indian Trails Golf Course, City of Grand Rapids
Address: 2776 Kalamazoo Ave SE, Grand Rapids, Michigan 49507
Contact Person: Craig Kooienga, Golf Course Superintendent
Telephone Number: 616-635-0995  Fax Number: 
Email Address: ckooienga@grand-rapids.mi.us
Representative Project List

MASTER PLANNING AND RENOVATION PROJECTS:

University of Michigan Golf Team Short Game Complex - Ann Arbor, Michigan
Chautauqua Golf Club Lake and Hill Courses - Chautauqua, New York
Michigan State University Golf Team Short Game Complex - East Lansing, Michigan
Blythefield Country Club - Belmont, Michigan
Country Club of Jackson - Jackson, Michigan
Egypt Valley Country Club - Ada, Michigan
Indian Trails Golf Course - Grand Rapids, Michigan
Eagle Crest Golf Club - Ypsilanti, Michigan
Radnick Farms Golf Club - Ann Arbor, Michigan
Warwick Hills Golf & C.C. - Grand Blanc, Michigan
Gull Lake Country Club - Richland, Michigan
Forest Lake Country Club - Bloomfield Hills, Michigan
Shenandoah Country Club - West Bloomfield, Michigan
Wanakah Country Club - Hamburg, New York
Stonycroft Hills Club - Bloomfield Hills, Michigan
Forest Acres East and West - Michigan State University *
Green Gables Country Club - Denver, Colorado *
Camelback Golf Club (Padre Course) - Scottsdale, Arizona *
Forest Glen Golf and Country Club - Naples, Florida *
Army-Navy Country Club - Arlington and Fairfax, Virginia *
Stoneybrook Golf And Country Club - Sarasota, Florida *
Thoroughbred Golf Club - Rochester, Michigan *
Dunes Golf Club, Hernando County, Florida *
Honors Golf Club Dallas - Carrollton, Texas *
Sylvania Country Club - Sylvania, Ohio *

NEW COURSES:

Esplanade Azarco at Lakewood Ranch - Lakewood Ranch, Florida
Esplanade Golf and Country Club of Naples - Naples, Florida
Esplanade Golf and Country Club at Lakewood Ranch - Lakewood Ranch, Florida
Westhaven Golf Club - Franklin, Tennessee *
Red Hawk Golf Club - East Tawas, Michigan *
Ironbridge Golf Club - Glenwood Springs, Colorado *
Silver Creek Golf Club - Garden River, Ontario, Canada *
River Strand Golf Club at Heritage Harbour - Bradenton, Florida *
Wolfdancer Golf Club at Hyatt Lost Pines Resort - Lost Pines, Texas *
Hill Country GC at Hyatt Hill Country Resort - San Antonio, Texas *
Heritage Todd Creek Golf Club - Thornton, Colorado *
Stoneybrook Golf Club at Heritage Harbour - Bradenton, Florida *
Heritage Eagle Bend Golf Club - Aurora, Colorado *
Heritage Ranch Golf Club - Fairview, Texas *
Black Gold Golf Club - Yorba Linda, California *
Cross Creek Golf Club - Temecula, California *

* Projects done in collaboration with Arthur Hills
WANAKAH COUNTRY CLUB, Hamburg, New York
18-Hole Golf Course Renovation including 66 Bunkers

The Wanakah Country Club master plan was developed in 2010 while working with Arthur Hills. CWGA served as WCC’s consulting golf course architect during the 10-year phased renovation program from the master plan. Phases of the master plan were implemented in 2009, 2010, 2012, 2016, 2017 and 2018. The renovation included tree removal, regrading to improve drainage, new drainage, new tees (5 tee system), 66 new bunkers, expansion of greens and fairway realignment. The entire golf course remained open during the renovation phases. Temporary greens and tees were used to maintain play.

Rich Gledhill, Golf Course Superintendent, 717-968-2223
Peter Schlee, Former Green Chairman, 716-432-3505
Mike Karnath, General Manager, 716-627-2391
INDIAN TRAILS GOLF COURSE, City of Grand Rapids, Michigan
New Practice Facility and 7-Hole Golf Course Renovation

CWGA was retained in 2015 by the City of Grand Rapids, Michigan to develop a master plan to create a new practice facility and hole improvements for the Indian Trails golf course. The addition of the practice range required several holes to be reconfigured to create the space needed for the range. The master plan was approved and adopted for implementation in 2015.

The 7-hole renovation and the construction of the new practice facilities was completed from October 2015 to July 2016. The project budget was $1.8 million. The project was completed on time and on budget.

The project included the construction of a new practice range and short game practice area, 25 new bunkers, 10 new greens, new tees, extensive drainage improvements, new irrigation system and tree removal. Given the extensive nature of the project the entire course was closed to expedite the work and reopen the course as soon as possible.

Craig Kooienga, Golf Course Superintendent, 616-635-0995
David Marquardt, Director of Parks and Recreation City of Grand Rapids, 616-456-3215
SHENANDOAH COUNTRY CLUB, West Bloomfield, Michigan
18-Hole Master Plan and 4-Hole Golf Course Renovation

CWGA developed a golf course master plan for Shenandoah Country Club in 2013. The master plan outlined the enhancement and improvement of the entire golf course with a focus on improving the course drainage and bunkering.

2015/2016- Design and renovation construction of holes #4 and #5 which included new tee complexes, one new green complex, eight new bunkers and extensive drainage and irrigation improvements.

2019/20- Design and renovation construction of holes #14 and #15. Both holes were completely rebuilt which required the holes to be closed for play. Holes #13 and #16 were converted into 4 holes (temporary greens and tees within each hole) so that golfers could play 18 holes. The work included extensive grading and drainage improvements, creation of new wetlands, new tee complexes, one new green, 6 new bunkers and new trees and landscaping.

Nick Johnson, Golf Course Superintendent, 586-405-0129
Lee Sharkas, General Manager, 248-683-6363
WARWICK HILLS GOLF AND COUNTRY CLUB, Grand Blanc, Michigan
18-Hole Master Plan and 2-Hole Golf Course Renovation

CWGA was retained in 2015 to create a golf course architectural master plan for the 18-hole golf course and club property. We worked with the membership to develop a plan that honored the Joe Lee design but also enhanced and modernized the golf course. The master plan was approved and adopted in 2016.

A tree management program was implemented in 2016. To date, several hundred trees have been removed from the golf course. The tree removals have improved the course conditioning, maintenance, playability, and aesthetic.

The renovation of holes #12 and #14 was completed in the Fall of 2019. The project included the renovation and construction of five new bunkers and two new tees. The project budget was $60,000. The project was completed on time and budget.

The golf course and holes #12 and #14 remained open for play during the renovation. Temporary tees were used to divert play around the bunker work.

Chris Kuciemba, Golf Course Superintendent, 586-719-4330
John Demarlo, Master Plan Committee Chairman, 810-962-2781
PINE RIVER COUNTRY CLUB, Alma, Michigan
9-Hole Golf Course Renovation including 23 Bunkers

C.W. Golf Architecture was retained in March of 2020 to develop a master plan to improve the 9-hole golf course. CWGA developed construction and bidding documents and assisted with the selection of the golf course contractor in the Spring of 2020. The 9-hole renovation of the golf course and its bunkers was completed from July through November 2020. The project budget was $1.0 million. The project was completed on time and on budget.

The 9-hole renovation project included the rebuilding of 23 bunkers, the rebuilding of all greens and tees, realignment of fairways, extensive drainage and irrigation improvements and tree removal. The golf course remained open for play during the first month of construction (July). Given the extensive nature of the project the course was closed from August to the end of the golf season. The course will reopen for play in the Spring of 2021.

Alan Kommel, Owner 989-620-1514
Qualifications of the Firm – Project Examples

BLYTHEFIELD COUNTRY CLUB, Belmont, Michigan
18-Hole Golf Course Renovation including 63 Bunkers

C.W. Golf Architecture was retained in 2017 to develop a master plan to improve the 18-hole golf course. The Club approved the implementation of the master plan in 2019. CWGA developed construction and bidding documents and assisted with the selection of the golf course contractor in late 2019 and early 2020. The 18-hole renovation of the golf course and its bunkers was completed from July through October 2020. The project budget was $3.0 million. The project was completed on time and on budget.

The 18-hole renovation project included the rebuilding of 63 bunkers with the Better Billy Bunker liner system, the rebuilding of all tees, the expansion of all greens, realignment of fairways, extensive drainage and irrigation improvements and tree removal work. The golf course remained open for play during the first month of construction (July). The back nine (holes 10-18) were closed on August 3, 2020. The front nine (holes 1-9) were closed on September 7, 2020. The course will reopen in the spring of 2021. We worked closely with the Club and membership to develop a schedule that allowed the members use of the course while completing this comprehensive renovation project.

Collin Romanick, Golf Course Superintendent, 616-437-7935
Robert Crissman, General Manager, 616-361-2661
Christopher M. Wilczynski, ASGCA

Education:

Michigan State University
East Lansing, Michigan
Bachelor of Landscape Architecture
Licensed Landscape Architect - State of Michigan

Professional Associations:

American Society of Golf Course Architects
Member since 2002

Michigan Golf Course Superintendent Association
Michigan Turfgrass Foundation

Professional Experience:

Founded in 2010, C.W. Golf Architecture specializes in providing golf architectural consulting and design for new golf facilities and the enhancement and improvement of existing golf facilities.

Partner and Design Associate with golf course architect Arthur Hills from 1987-2010. Teamed with Hills to complete several golf course design projects throughout North America.
C.W. Golf Architecture is a professional golf course and landscape architecture firm that was founded in 2010 and is based in Saline, Michigan. CWGA specializes in the renovation and enhancement of existing golf courses and the design of new golf facilities.

- **32 YEARS OF GOLF COURSE MASTER PLANNING, DESIGN, CONSTRUCTION AND PROJECT MANAGEMENT EXPERIENCE.**
- **PROJECT ARCHITECT FOR OVER 30 MASTER PLANNING AND RENOVATION PROJECTS.**
- **PROJECT ARCHITECT FOR OVER 20 NEW GOLF COURSE DESIGNS.**
- **PROJECT ARCHITECT FOR THE DESIGN AND CONSTRUCTION OF OVER 2,000 BUNKERS.**
- **MEMBER AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS.**
- **REGISTERED LANDSCAPE ARCHITECT - STATE OF MICHIGAN.**

CWGA has been practicing golf course and landscape architecture for over 30 years and has worked with private, public, and municipal golf facilities across the United States to provide design solutions that achieve results. Our thorough understanding of the game of golf and extensive experience in golf course architecture, construction, project management and course maintenance will provide great benefit the City of Dayton and its residents as we work together to improve the Community Golf Course bunkers.

We take great pride in our ability to proactively communicate and collaborate with our client from concept to project completion. We develop golf course improvement plans through our immersive process which begins with studying and understanding the golf course and its unique attributes, becoming familiar with its users and the needs of our client(s), developing the necessary plans and construction documents, creating detailed cost estimates and assisting with the execution of the recommended improvements. Our goal is to be your partner every step of the way and ultimately create a golf course that will provide golfers of all abilities with an enjoyable and memorable experience for the foreseeable future.
EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company:  C.W. Golf Architecture, LLC

<table>
<thead>
<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
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<tbody>
<tr>
<td>Golf Architecture</td>
<td>32 Years</td>
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If a corporation, state of incorporation:

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

NA

Local Office of Proposer: Office in/nearest to Dayton, Ohio:  Saline, Michigan

Federal Identification Number (or SSN if sole proprietorship):  27-2853508

Key Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
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<tbody>
<tr>
<td>Chris Wilczynski</td>
<td>Owner</td>
<td>451 Castlebury Drive Saline, Michigan 48176</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>734-395-7941 <a href="mailto:chrisc@cwgolfarch.com">chrisc@cwgolfarch.com</a></td>
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Letter of Transmittal

DAYTON

City of Dayton, Ohio
Department of Recreation and Youth Services
Community Golf Course Bunker Renovations
RFP No. 20-024RYS
November 2020

EXHIBIT A – LETTER OF TRANSMITTAL
The undersigned hereby certifies that items furnished as a result of this proposal will be in full
accordance with the City of Dayton specification applying thereto unless exception are stated
above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name: C.W. Golf Architecture, LLC

Street Address: 451 Castlebury Drive

City, State, Zip: Saline, Michigan 48176

Proposer’s Phone Number: 734-395-7941

Proposer’s Fax Number: NA

Proposer’s E-mail Address: chris@cwgolfarch.com

Form of Ownership: □ Sole Proprietorship □ Franchise □ Partnership □ Corporation
□ Joint Venture □ LLC □ Other (Specify):

If a corporation, state of incorporation:

Federal Identification Number (or SSN if sole proprietorship): 27-2853508

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and
the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding
Living Wages.

[Signature]

SIGNATURE:

PRINTED NAME AND TITLE: Chris Wilczynski, Owner

By signing this page, you state that you are an authorized representative, and have reviewed and
are presenting this proposal on behalf of your business entity. Please continue completing this exhibit
on the next page.
Request for Proposals (RFP) No. 20-024RYS
Community Golf Course Bunker Renovation
November 2020

Presented to:
City of Dayton, Ohio
Department of Recreation and Youth Services
Division of Golf

Presented by:
C.W.
Golf Architecture
451 Castlebury Drive
Saline, Michigan 48176
City Manager's Report

From 3220 - Aviation/AP Facilities & Ops Terminal
Supplier, Vendor, Company, Individual
Name Patricia Bretzfelder DBA Green World
Address 5618 Poe Ave
Dayton, OH 45414

Date January 13, 2021
Expense Type Contract Modification
Total Amount $14,604.80 (thru 1/31/22)

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<td>Airport Operations</td>
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Includes Revenue to the City  
Affirmative Action Program

Description

First Amendment to Professional Service Agreement

The Department of Aviation requests permission to enter into a First Amendment to a Professional Service Agreement with, Patricia Bretzfelder dba Green World (Green World), in the amount not to exceed Fourteen Thousand Six Hundred-Four Dollars and Eighty cents ($14,604.80). This amount will add and additional authority for a total amount not to exceed, $55,604.80. Green World will provide and maintain a variety of interior plant landscaping to enhance the passenger experience and air quality in the Terminal of the Airport.

This First Amendment will be effective upon execution and will expire on January 31, 2022.

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

A Certificate of Funds in the amount of $14,604.80 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016

FORM NO. MS-16
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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### 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

## 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.

**LaShea Lofton**  
Finance Director Signature  
1/5/2021  
Date

**CF Prepared by**  

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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Required Documentation
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- Copy of Original Certificate of Funds

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| Fund Code | XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Patricia Bretzfelder DBA Green World

Vendor Address: 5618 Poe Ave Dayton OH 45414

Federal ID: 291564269

Commodity Code: 59561

Purpose: Interior Plant Landscaping at the Dayton International Airport

Contact Person: Zeana Kitchens

Aviation/Admin Staff

Department/Division 12/18/2020

Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

Date

CF Prepared by

Date

CF/CT Number

October 18, 2011
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made this _____ day of ____________________, 20__, between the City of Dayton, Ohio ("City") and Patricia Bretzfelder, dba Green World, ("Company").

WHEREAS, On February 20, 2019, the Commission of the City of Dayton approved a Professional Services Agreement between City and Patricia Bretzfelder, dba Green World, ("Agreement"), for Airport Interior Landscaping Services; and,

WHEREAS, The parties mutually agree to extend the term for an additional one year; and,

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

1. Article 1 – Term, shall be amended as follows:

The first paragraph shall be deleted in its entirety and replaced with the following:

“This Agreement shall commence upon execution by the City and will terminate upon expenditure of all funds provided herein or January 31, 2022; whichever date is earlier.”

2. Article 3 – Compensation, shall be amended as follows:

The paragraph shall be deleted in its entirety and replaced with the following:

“The total remuneration under this Agreement shall not exceed Fifty-Five Thousand Six Hundred Four Dollars and Eighty Cents ($55,604.80) for all Services provided by Company pursuant to this Agreement and all direct cost and travel expenses incurred. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.”

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect and shall remain unchanged.
IN WITNESS WHEREOF, the City and Company, each by a duly authorized representative, have executed this Amendment as of the date first set forth above.

CITY OF DAYTON, OHIO

______________________________
City Manager

PATRICIA BRETFELDER, DBA GREEN WORLD

By: ___________________________

Title: _________________________

APPROVED AS TO FORM
AND CORRECTNESS:

☐ Recoverable Signature

X Amelia N. Blankenship for

______________________________
City Attorney
Signed by: Blankenship, Amelia

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

______________________________, 2020

Min./Bk. _______ Pg. ______

______________________________
Clerk of the Commission
City Manager's Report

Date February 20, 2019
Expense Type Service Agreement
Total Amount $41,000.00 (thru 1/31/21)

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Name Patricia Bretzfelder dba Green World
Address 5618 Poe Ave
Dayton, OH 45414

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Airport Operations  51000-3220-1172-43  $41,000.00

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

Description
Interior Plant Professional Service Agreement

The Department of Aviation requests permission to enter into a Professional Service Agreement with Patricia Bretzfelder dba Green World, in the amount not to exceed Forty-One Thousand Dollars ($41,000.00). Green World will provide and maintain a variety of interior plant landscaping to enhance the passenger experience and air quality.

This Agreement will be effective upon execution and will expire on January 31, 2021.

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

A Certificate of Funds in the amount of $41,000.00 is attached.

Signatures/Approval

Approved by City Commission

[Signature]
[Signature]
[Signature]
Date Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

x New Contract

Renewal Contract

Change Order:

Contract Start Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

Expiration Date

Upon Execution

$41,000.00

$16,000.00

$25,000.00

Required Documentation

Initial City Manager's Report

Initial Certificate of Funds

Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

Amount: $16,000.00

Fund Code 51000 - 3220 - 1172 - 43 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Fund Code

Fund Org Acct Prog Act Loc

Amount:

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

Fund Code

Fund Org Acct Prog Act Loc

Amount:

Attach additional pages for more FOAPALs

Vendor Name: Patricia Breitfelder DBA Green World

Vendor Address: 5618 Poe Ave Dayton OH 45414

Street City State Zipcode + 4

Federal ID: 291564269

Commodity Code: 59561

Purpose: Interior Plant Landscaping at the Dayton International Airport

Contact Person: Zeana Kitchens

Aviation/Admin Staff

1/15/2019

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

1-28-19

Date

CF Prepared by

1-25-2019 CT19-2224

Date CF/CT Number

Finance Department

October 10, 2011
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of this 26th day of April, 2019, by and between PATRICIA BRETZFELDER, dba GREEN WORLD, and the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio.

WITNESSETH THAT:

WHEREAS, The City of Dayton, Ohio ("City"), is the owner and operator of the improved real property, known and referred to as the James M. Cox Dayton International Airport ("Airport"), situated in the City of Dayton, counties of Montgomery and Miami, State of Ohio; and,

WHEREAS, The City requested proposals to provide Airport Interior Landscaping Services; and,

WHEREAS, Patricia Bretzelfelder, dba Green World ("Company"), submitted a proposal in response to the City’s request; and,

WHEREAS, The City selected Company's proposal as the proposal which best meets its needs and the City desires to hire Company to provide interior landscaping services for the Department of Aviation at the Airport.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Company and the City hereby agree as follows:

ARTICLE 1. TERM
This Agreement shall commence upon execution by the City and be in effect for a period of three (3) years. It will terminate upon expenditure of all funds provided herein or January 31, 2021, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY COMPANY
Company shall provide all professional services necessary to complete and/or preform all the services that are described in Attachment A, Scope of Services, ("Services"), which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration under this Agreement shall not exceed Forty-One Thousand Dollars and Zero Cents ($41,000.00) for all Services provided by Company pursuant to this Agreement and all direct costs and travel expenses incurred. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES
The City will furnish Company, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.
ARTICLE 5. STANDARD OF CARE
Company shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Company shall have no liability for defects in the Services attributable to Company’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION
Company shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses (including reasonable attorney’s fees) of whatsoever kind and nature, to the extent such claims, losses, damages, or expenses are caused by Company or its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE
During the term of this Agreement, Company shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

1. General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers’ liability insurance, having a limit of $500,000 for each occurrence.

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

Company shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.
ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the marketplace or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Company as part of the Services shall become the sole and exclusive property of the City upon payment. However, Company shall have the unrestricted right to their use.

ARTICLE 10. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Company to perform in accordance with the terms of this Agreement. Company shall submit a plan to cure any performance defects to the City.

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE
Neither the City nor Company shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accessions, or services required to be provided by either the City or Company under this Agreement.
Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW 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 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.

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

Company: Patricia Bretzfelder dba Green World
5618 Poe Ave
Dayton, OH 45414
Attention: Patricia Bretzfelder

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

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

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

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

E. WAIVER
A waiver by the City or Company of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.
F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR
By executing this Agreement for professional services, Company acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Company shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Company 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.

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

Company acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

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

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

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

K. POLITICAL CONTRIBUTIONS
Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

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

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

CITY OF DAYTON, OHIO

PATRICIA BRETZFELDER, dba.
GREEN WORLD

By: ____________________________
Title: __________________________
Date: __________/17/19

APPROVED AS TO FORM
AND CORRECTNESS:

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

February 20, 2019

Min./Bk. I-15 Pg.

Clerk of the Commission
ATTACHMENT A

SCOPE OF SERVICES

Green World ("Company") shall at minimum provide, perform, and/or preform all the services ("Services") contained within this Scope of Services.

Services: Company shall provide supervision, expertise, tools, organic fertilizers, organic pesticides, organic insecticides, organic fungicides, organic sprays, soil, equipment, trash bags, and other supplies adequate in kind and quality to perform indoor plant maintenance.

Company, at a minimum, shall ensure that the following Services are performed: watering, fertilizing, spraying, cleaning, leaching, aerating, re-mulching, plant rotation of annuals, and plant replacement in accordance with sound horticultural practice.

Serving: The Company shall perform servicing on a weekly basis by a fully insured staff person with a horticulture degree, or a staff person working under the supervision and direction of a fully insured staff person with a horticulture degree or a minimum of 5 years employment experience in the horticulture field. If an area containing plants is not readily accessible during the provision of weekly services, the Company shall notify the Department of Aviation project manager prior to leaving the site to arrange for servicing of those plants.

The Company shall furnish and maintain holiday plant material and decorations during the Holiday season each year of the contract.

Frequency and Timing of Service: Normal service hours will be between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. All work scheduled outside normal service hours needs to be scheduled and approved in advance with the Department of Aviation. All Services are to be performed on a non-interfering basis to minimize traffic control and to maximize pedestrian safety. Services will be performed as needed to ensure cleanliness, plants free of pests and unsightly or damaged leaves at all times. Non-routine hours may be required to perform certain aspects of the service such as the setting up and taking down of holiday decorations.

Watering: The Company shall inspect for soil moisture levels and replenish as necessary to meet requirements of the plants. Company shall ensure that all water spills are cleaned up immediately to prevent safety issues from occurring. The Company shall provide any equipment or apparatus needed to properly apply the correct amount of water for interior plants.

Pest and Disease Control: Inspection for soil and foliar insect pests, diseases, and other such infestations must be performed during each scheduled maintenance visit. Company shall take action, and treat before there is any sign of damage.

Company shall ensure that all plants are treated for fungus gnats with both a systematic and contact pesticide to prevent outbreaks before delivery.

Company must receive prior written approval from the Department of Aviation for any treatment that is not certified organic.
Company shall provide Material Safety Data Sheets (MSDS) to the Department of Aviation for any and all chemicals applied to the plants.

Company shall ensure that all staff members providing chemical services shall be properly licensed in State of Ohio to provide such services. Proof of meeting this requirement shall be made available to the Department of Aviation upon request.

**Pruning:** Company shall ensure that each species is pruned in accordance with the particular varieties' needs to maintain a neat appearance and in accordance with standard horticultural practice to preserve the natural character of the plant. At a minimum, Company shall ensure that trailers do not drape over the lip of the container and limbs do not intrude into surrounding walk space. Company shall remove dead wood and stubs resulting from pruning.

**Fertilization:** Company shall preform regular checks of the various species and awareness of the proper time, type, and amount of fertilization that is essential to promote the right amount of lush, green foliage.

**pH levels:** Company shall perform regular checks, at a minimum of twice per year, of the soil to monitor pH levels and make necessary adjustments to bring levels to acceptable range for each plant.

**Rotation of plants:** Company shall rotate the plants, as necessary, relative to any predominant light source in order to maintain attractive shape. Company shall ensure that all plants retain their upright position without using stakes.

**Cleaning:** Company shall ensure that all foliage is kept cleaned, trimmed, and free of dust and pollution. Company shall ensure that all foliage is hand cleaned and free of dust, water spots, cobwebs, and fungal or pesticide residue. Company shall clean any decorative containers and remove debris from soil surface and tree grates during each visit. Company shall ensure that adequate time is allotted for ongoing cleaning due to the high levels of dust prevalent at the Airport.

**Leaching:** Company shall ensure that leaching is implemented to maintain proper soluble salt levels in the soil. This may involve heavy saturation of soil with water to cleanse soil, back pumping excess water out and away from roots.

**Soil Levels:** Company shall ensure that the foliage maintains the proper growing medium nutrient levels, the addition of new soil as necessary to retain the correct levels, and the proper appearance of beds where applicable. Company shall use auguring and adding soil to large specimen material as needed to promote root development and encourage vigorous growth.

**Foliage Plant Standards:** Company shall provide plants as specified, of a quality and size equal to or surpassing Foliage No. 1 grade as described in the Interior Plant Specifications Section of A Guide to Specifications for Interior Landscaping, published by the Professional Landcare Network ("Plant Guide"). Company shall ensure that plant foliage presents an appearance representative of the species. It shall be free of any yellowing or poor chlorophyll formation; as well as any blemishes resulting from mechanical chemical, pathological, or pest-induced damage.
All plants shall be of specimen quality, symmetrical, tightly knit, so trained or favored in their development and appearance as to be unquestionably superior in form and character. Plants shall be sound, healthy and vigorous, well branched and densely foliated. They shall be free from disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems which shall afford firm support and physical stability of the plant parts above the soil. Plants shall be free from physical damage or adverse conditions that would prevent the plant from thriving with the specified results.

**Establishment of Plants:** Company shall ensure that plants are well established and growing in their container for six (6) months or longer according to specification needs for each variety and size and shall not be in a root bound condition.

Company shall prepare all plants for existence within the Airport premises by acclimatizing them to lower light, moisture, humidity and fertilization levels in conformance with accepted industry standards and as recommended in the Interior Plant Specifications section of the Plant Guide.

**Containers and Top Dressing:** Company shall ensure that each interior container contains a top dressing of organic interior mulch or synthetic moss. Top dressing shall completely cover all soil and grow pots within the container and shall be replenished as necessary to maintain a fresh appearance. All interior plant containers shall be kept free of dead leaves, clippings, trash and other debris, the containers shall also be kept clean and free of water marks and dust.

No plant will be accepted that requires permanent staking to keep in an upright position.

Company shall provide recommendations of appropriate plant selections.

Substitution of plant materials shall not be permitted unless authorized in writing by the Airport.

**Installation/Replacement Policies:** Company shall ensure that the premises is left clean of litter and debris after installation and/or replacement of plants occurs. All planting and preparation shall be done at the Company’s place of business or in a pre-determined area approved by the Airport.

Upon completion of installation or replacement, the Airport and the Company shall inspect the installation or replacement. Deficiencies shall be corrected by the Company prior to final approval and any invoices being paid.

Grow pots need to remain covered at all times for plants in decorative containers and built-in planters with an agreed upon top dressing. Additional top dressing may need to be added routinely during service and after plant replacements have been made.

Company shall perform all plant replacements or installations on a timely basis. The Airport will expect prompt replacement of any plant that is not of quality standards. Replaced plants will not be turned over to Airport staff and must be removed from the building. Disposal and recycle of material will be the responsibility of the Company.
Company shall understand and incorporate basic design concepts and principles in combination with horticultural benefits/practices and follow proper indoor plant maintenance guidelines throughout the Airport.

Company shall never remove plants or decorative containers off the Airport premises due to decline or neglect without written approval from the Airport.

**Plant Replacement Guarantee:** The Department of Aviation will not be held liable for plants that have suffered physical abuse, theft, temperature extremes, care by unauthorized personnel, and Acts of God.

During all phases of work under the Agreement, the Company shall replace at its sole expense any plant(s), which deteriorates in health and appearance so as to become of a lesser specification, grade, and value from that which was originally installed or at time of takeover unless otherwise noted.

1. Either the City or the Company may make the decision to replace; upon request from the Airport, the Company shall perform any such replacement(s).
2. All plant replacements shall be made with the same species, size and grade plant(s) as was in place at the beginning of the service period; or, with another plant of comparable value which is acceptable to the Airport.
3. Turnaround time for replacements is a maximum of two weeks and may be less to maintain quality standards for the Airport at all times.

**Holiday Decorations:** Company shall furnish, install, and maintain holiday decorations to further enhance the airport terminal. Decoration installation shall be completed by the 5th day after Thanksgiving (Tuesday). Decoration removal shall be completed by the 6th day of January but not started prior to the 2nd day of January. These decorations have historically included various wreaths installed throughout the airport main terminal and concourses, poinsettias in the ticketing and baggage claim lobby, a Christmas tree and holiday banners in the main atrium. Company shall propose a design and cost for these decorations. The final details of these decorations will be negotiated annually to meet the demands of the Department of Aviation.

**Personnel Requirements:** Company shall employ people who are skilled in the performance of indoor plant maintenance duties, with a minimum of five (5) years in the field. Company shall screen all applicants through the confirmation of references. Company’s employees shall at all times maintain a good personal appearance and will conduct themselves in a manner which reflects credit on their employer and the Airport.

Company shall have a minimum of two (2) Security Identification Display Area (SIDA) badged employees at the Company’s expense. These employees shall be required to pass a fingerprint based criminal history records check and security threat assessment. These employees shall be the primary service providers and are responsible for ensuring compliance with all Safety and Security regulations as directed during the training phase of the badging process.

Company shall assign a designee for their company to be an authorized signature for the purposes of fingerprinting and badging their employees at the Airport. The appointed authorized signatory must be badged at Company’s expense.
Supervisor of Record: Company shall provide the Airport with a list of the names, addresses, and mobile phone number for a Supervisor of Record who will be responsible for supervising the Services during normal business hours and after business hours. Company will be required to notify the Airport of any changes in the name or contact information for the Supervisor of Record at least two (2) weeks in advance.

Reporting: Company shall provide a weekly report to the Airport summarizing all maintenance (routine and special) performed by service location areas, replacements as well as, any problems encountered, changes made or recommendations to be offered. At the conclusion of each service, Company shall supply an electronically generated report (preferably Microsoft Excel format).

All of the Company’s employees including supervisors must abide by the Airport Rules and Regulations and the following rules at all times when on Airport property:

A. Employees shall wear an identification badge at all times and uniforms shall clearly identify the person’s name and the company name.
B. Employee shall sign in when beginning work and sign out when leaving work as designated by the Airport.
C. Employees shall not engage in idle or unnecessary conversation with Airport employees or visitors in the building and shall not loiter in any areas where cleaning is complete.
D. Employees shall refrain from using the telephones while in public areas.
E. Employees shall not be under the influence of alcohol or illegal drugs.
F. Employees shall not use tobacco products of any type while on the premises.
G. Company shall provide a designated supervisor on premises at all times that Services are being performed. Supervisor shall immediately correct any employee misbehavior that is reported to them and otherwise ensure employee and Airport rule compliance.
H. Employees shall be of good integrity and moral character.
I. Employees immediately shall report any damages done to property to their supervisor. Supervisor shall then report such damage to the Airport.
J. Employees shall not leave building keys in doors or admit unauthorized people into the Airport.
K. Employees shall refrain from belligerent behavior and/or profanity.
L. Employees shall abide by additional rules and regulations set forth by the Airport.
M. Company shall ensure that its employees are informed of the Airport’s Rules and Regulations.
N. Company shall ensure that their employees receive up-to-date training to maintain their expertise in the horticultural industry.

The Airport will have the right to require the removal and replacement of any personnel of the Company who are assigned to provide services to the Airport.
A RESOLUTION

Withdrawing the Objection to the Issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110, Dayton, Ohio 45402; and, Declaring an Emergency.

WHEREAS, On September 16th, 2020, this Commission by Resolution No. 6530-20 objected to the issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110 Dayton, Ohio 45402, based upon the recommendation of the Police Department and the Greater Downtown Priority Board; and,

WHEREAS, The City and Applicant have agreed to a Cooperation Agreement outlining the Applicant’s relationship with the City; and,

WHEREAS, The Applicant has agreed that the: (1) 1 Eleven Flavor House shall not be operated as a nightclub; (2) 1 Eleven Flavor House shall solely be used as a dine-in restaurant (3) operators shall not sublease the premises, host bar or nightclub like special events or after hour events, except for wedding receptions, graduation parties, retirement parties, and fundraisers; (4) operators shall not operate after 11:59 pm; (5) operators shall place their liquor permit in safekeeping and forgo renewing their liquor permit if the City experiences increase criminal activity as a result of the 1 Eleven Flavor House’s operations; (6) operators shall require their employees to attend training courses provided by the Police Department; (7) operators shall provide security camera footage to the Police Department, upon request; (8) operators shall execute a Right of Entry Agreement with the Police Department; and, (9) operators agree to work with the City to abate any nuisance that may occur as a result of operation; and,

WHEREAS, This Commission deems it to be in the best interest of the City to withdraw the City’s Objection to the Issuance of Liquor Permit No. 2497784; now, therefore,

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

Section 1. That this Commission withdraws its objection to the issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110, Dayton, Ohio 45402.

Section 2. That two (2) certified copies of this Resolution be sent to the Superintendent of the Ohio Division of Liquor Control as soon as practicable.
Section 3. That for the reason set forth in the preamble, this Commission declares this Resolution to be an emergency and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION ........................................, 2021

SIGNED BY THE MAYOR ................................................., 2021

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
A RESOLUTION

Withdrawing the Objection to the Issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110, Dayton, Ohio 45402; and, Declaring an Emergency.

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WHEREAS, The City and Applicant have agreed to a Cooperation Agreement outlining the Applicant’s relationship with the City; and,

WHEREAS, The Applicant has agreed that the: (1) 1 Eleven Flavor House shall not be operated as a nightclub; (2) 1 Eleven Flavor House shall solely be used as a dine-in restaurant (3) operators shall not sublease the premises, host bar or nightclub like special events or after hour events, except for wedding receptions, graduation parties, retirement parties, and fundraisers; (4) operators shall not operate after 11:59 pm; (5) operators shall place their liquor permit in safekeeping and forgo renewing their liquor permit if the City experiences increase criminal activity as a result of the 1 Eleven Flavor House’s operations; (6) operators shall require their employees to attend training courses provided by the Police Department; (7) operators shall provide security camera footage to the Police Department, upon request; (8) operators shall execute a Right of Entry Agreement with the Police Department; and, (9) operators agree to work with the City to abate any nuisance that may occur as a result of operation; and,

WHEREAS, This Commission deems it to be in the best interest of the City to withdraw the City’s Objection to the Issuance of Liquor Permit No. 2497784; now, therefore,

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

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Section 2. That two (2) certified copies of this Resolution be sent to the Superintendent of the Ohio Division of Liquor Control as soon as practicable.
MEMORANDUM

December 30, 2020

TO: Shelley Dickstein
   City Manager

FROM: Barbara J. Doseck
       City Attorney

SUBJECT: New Application
         Liquor Permit #2497784 (NEW)
         ELM GROWTH LLC
         111 W. First St., Ste. 110
         Dayton, OH 45402

In September of 2020, this Department recommended that the Commission object to the issuance of a new liquor permit at a proposed restaurant located at 111 W. First St., Ste. 110 Dayton, OH 45402 (“1 Eleven Flavor House”). Elm Growth LLC, Wildcrab LLC, and Demetrius Wright (“Applicants”) submitted the application for this liquor permit and the City conducted its typical process, consisting of outreach by the Planning Department and an investigation by the Dayton Police Department (“DPD”). This Department’s recommendation was based on several factors, including, but not limited to: the City’s previous experience with several nightclubs operated Downtown by Demetrius Wright; the recommendation of the Greater Downtown Priority Board; the recommendation of the Dayton Police Department; and, the potential negative impacts the 1 Eleven Flavor House could have on the peace, good order, and sobriety of Downtown. The Commission passed a resolution objecting to the issuance of this permit on September 16, 2020.

Prior to this application, Demetrius Wright and the Downtown Dayton Partnership contacted this Department concerning a transfer of liquor permit into this establishment. At that time, DPD had raised concerns about the transfer and the transfer was ultimately denied. However, Demetrius Wright and his counsel continued the dialogue with the City in hopes of alleviating the City’s concerns with a liquor establishment being operated by the Applicants.

In early October, this Department, with the assistance of the Planning Department, hosted a virtual neighborhood meeting concerning the potential for a Cooperation Agreement with the Applicants. Although the Greater Downtown Priority Board objected to the issuance of this liquor permit, several community members expressed a desire to provide the Applicants an opportunity, with clear guardrails to operate its restaurant Downtown. Ultimately, this Department and Applicants’ counsel negotiated the attached Cooperation Agreement concerning the operations at 1 Eleven Flavor House.

A brief summary of the Cooperation Agreement is as follows: (1) the 1 Eleven Flavor House shall not be operated as a nightclub; (2) the 1 Eleven Flavor House shall solely be used as a dine-in restaurant (3) the operators shall not sublease the premises, host bar or nightclub like special events or after hour events, except for wedding receptions, graduation parties, retirement parties, and fundraisers; (4) the operators shall not operate after 11:59 pm; (5) the operators
shall place their liquor permit in safekeeping and forgo renewing its liquor permit if the City experiences increased crime as a result of the 1 Eleven Flavor House’s operations; (6) the operators shall require their employees to attend training courses provided by the Dayton Police Department; (7) the operators shall provide security camera footage to the Dayton Police Department, upon request; (8) the operators shall execute a Right of Entry Agreement with the Dayton Police Department; and. (9) the operators agree to work with the City to abate any nuisance that may occur as a result of its operation.

The Cooperation Agreement, the executed Right of Entry Agreement, and legislation to withdraw the Commission’s objection to the Issuance of Liquor Permit #2497784 is attached to this Memorandum. The City has agreed to withdraw its objection to the issuance once it executes the Cooperation Agreement.

Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Martin Gehres.

BJD/mwg

Attachments

cc: Chief Biehl
    Asst. Chief Carper
    M. Gehres