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:

   PUBLIC WORKS
   A1. D & S Auto Parts, Inc. dba NAPA Auto Parts (automotive repair parts
        and related items as needed through 12-31-23) $60,000.00
   A2. Dayton Parts Company (automotive repair parts and related items as
        needed through 12-31-23) 1,280,000.00
1. (Cont’d):

A3. Truck Country of Indiana, Inc. dba Stoops Freightliner (Freightliner and Autocar brand parts and repair services as needed through 12-31-20)
$180,000.00

WATER
B1. Dayton Society of Natural History, Inc. (Hydro Heroes Project)
$15,500.00
B2. Sullivan Environmental Technologies (replacement parts and pumps as needed through 12-31-20)
$113,342.00
B3. Mississippi Lime Company (Quick lime as needed through 12-31-20)
$50,000.00
B4. Searen LLC (Upgrade Vacuum Airlift – VAL – 1400/900 system)
$30,430.00
B5. Core & Main LP (water main pipes, fittings, valves and related items as needed through 12-31-21)
$270,000.00
B6. Everett J Prescott, Inc. (water main pipes, fittings, valves and related items as needed through 12-31-21)
$180,000.00
B7. Jack Doheny Supplies of Ohio, Inc. (sewer cleaning, maintenance, repair and supplies as needed through 03-31-20)
$15,000.00
B8. Pickrel Brothers, Inc. (water main pipes, fittings, valves and related items as needed through 12-31-21)
$180,000.00
B9. The Safety Company LLC dba M Tech Company (sewer cleaning, maintenance, repair and supplies as needed through 03-31-20)
$20,000.00
-Depts. of Public Works and Water.

Total: $2,394,272.00

B. Construction Contracts:

$83,112.12
(Thru 12/30/22)

3. L. J. DeWeese Co., Inc. – Award of Contract – for Valley Street Realignment (8% DBE Participation Goal/28.7% DBE Participation Achieved) (Federal STP Funds) (State Issue I Funds) – Dept. of Public Works/Civil Engineering.
$1,019,158.25
(Thru 10/31/22)

D. Neighborhood Agreement:

4. Greater Dayton Union Cooperative Initiative Inc. – Development Agreement – to assist with the engineering, architectural, construction management, financial advisory, and legal services related to the development and/or construction of a facility that will be located at 324 Salem Avenue – Dept. of Economic Development.
$225,000.00
(Thru 12/31/23)
5. Omega Community Development Corporation – Development Agreement
   to assist with the engineering, architectural, construction management,
   financial advisory, and legal services related to the development and/or
   construction of a facility that will be located at 1816 Harvard Boulevard –
   Dept. of Economic Development. $350,000.00
   (Thru 12/31/23)

E. Other – Contributions, Etc.:

6. United Way of the Greater Dayton Area – Other
   for Memorandum of Understanding (MOU) for Financial Support for 2020 Freedom Schools -
   Dept. of Recreation & Youth Services. $30,000.00
   (Thru 10/31/20)

IV. LEGISLATION:

   Resolutions – First Reading:

7. No. 6471-20 To Vacate Alley North of West Second Street from North
   Conover Street to the Railroad Right of Way.

8. No. 6472-20 To Vacate the Alley North of East Third Street From the
   Alley East of More Avenue to the East Property Line of City
   Lot #30313.

VI. MISCELLANEOUS:

   ORDINANCE NO. 31790-20

   RESOLUTION NO. 6473-20

   IMPROVEMENT RESOLUTION NO. 3598-20

   INFORMAL RESOLUTION NO. 975-20
PUBLIC WORKS – FLEET MANAGEMENT

(A1) P0200533– D&S AUTO PARTS, INC, dba NAPA AUTO PARTS, MIDDLETOWN, OH

- Automotive repair parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair City-owned vehicles.
- Nineteen (19) possible vendors were solicited and eight (8) bids were received. This order establishes a price agreement per IFB 20005D with pricing through 12/31/2023.
- The Department of Public Works requests additional authority of $45,000.00 through 12/31/2023.
- The Department of Public Works recommends acceptance of the low bid(s). Multiple awards are recommended to ensure the best value for the City and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$15,000.00</td>
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<tr>
<td>2022</td>
<td>Inventory</td>
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<td>$15,000.00</td>
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<tr>
<td>2023</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Melisa A. Wilson
Division: Diane A. Eleanor 01.13.2020

City Manager

FORM NO. MS-16

Updated 06/2016
(A2) **P0200532—DAYTON PARTS COMPANY, DAYTON, OH**

- Automotive repair parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair City-owned vehicles.
- Nineteen (19) possible vendors were solicited and eight (8) bids were received. This order establishes a price agreement per IFB 20005D with pricing through 12/31/2023.
- The Department of Public Works requests additional authority of $960,000.00 through 12/31/2023.
- Dayton Parts Company qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of the low bid(s). Multiple awards are recommended to ensure the best value for the City and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$320,000.00</td>
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<tr>
<td>2021</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
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<tr>
<td>2022</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$320,000.00</td>
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<td>2023</td>
<td>Inventory</td>
<td>61000-6470-1350-99</td>
<td>$320,000.00</td>
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</tbody>
</table>

(A3) **P0200535—TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH**

- Freightliner and Autocar brand parts and repair services as needed through 12/31/2020.
- These goods and services are required to maintain and repair City-owned vehicles.
- Truck Country of Indiana, Inc. dba Stoops Freightliner is recommended as the authorized distributor; therefore, this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<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>$150,000.00</td>
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</table>
WATER – WATER ADMINISTRATION

(B1) P0200379 – DAYTON SOCIETY OF NATURAL HISTORY, INC., DAYTON SOC OF NATURAL HISTORY, DAYTON, OH

- Hydro Heroes Project.
- These services are required to provide water based curriculum after school programing for the children of the Boys and Girls Club of Dayton.
- Dayton Society of Natural History, Inc. is the premier regional provider of interactive science learning experience; therefore, this purchase was negotiated.
- Dayton Society of Natural History, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Marketing/Promotional Ads</td>
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<td>$15,500.00</td>
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</table>

WATER – WATER RECLAMATION

(B2) P0200030 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Replacement parts and pumps as needed through 12/31/2020.
- These goods are required to rebuild and/or purchase pumps for the Water Reclamation Division.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Moyno, Grundfos and other brands of pumps; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $65,000.00 by $113,342.00 for a total not to exceed $178,342.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
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<td>$113,342.00</td>
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</table>

WATER – WATER SUPPLY AND TREATMENT

(B3) P0200526 – MISSISSIPPI LIME COMPANY, ALTON, IL

- Quick lime as needed through 12/31/2020.
- These goods are required for lime softening in potable water treatment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18015JL with pricing through 12/31/2020.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<td>$50,000.00</td>
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</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(B4) P0200527 – SEAREN LLC, CINCINNATI, OH
- Upgrade Vacuum AirLift (VAL) 1400/900 system.
- These goods are required to upgrade the current VAL system in the Water Quality Laboratory.
- Searen LLC is recommended as the Original Equipment Manufacturer (OEM) and sole source provider of Vacuum AirLift products; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2020</td>
<td>Supplies and Materials</td>
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<td>$30,430.00</td>
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</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(B5) P0200538 – CORE & MAIN LP, TIPP CITY, OH
- Water main pipes, fittings, valves and related items as needed through 12/31/2020.
- These goods are required to maintain the City’s water distribution center.
- Fifteen (15) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB 20006S with firm pricing through 12/31/2020 with two (2) additional options to renew.
- The Department of Water requests additional authority of $135,000.00 through 12/31/2021.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
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</tr>
<tr>
<td>2021</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$135,000.00</td>
</tr>
</tbody>
</table>

(B6) P0200539 – EVERETT J PRESCOTT, INC., WEST CARROLTON, OH
- Water main pipes, fittings, valves and related items as needed through 12/31/2020.
- These goods are required to maintain the City’s water distribution center.
- Fifteen (15) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB 20006S with firm pricing through 12/31/2020 with two (2) additional options to renew.
- The Department of Water requests additional authority of $90,000.00 through 12/31/2021.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
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</tr>
<tr>
<td>2021</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$90,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(B7) **P0200110 – JACK DOHENY SUPPLIES OHIO, INC., TWINSBURG, OH**
- Sewer cleaning, maintenance, repair and supplies as needed through 3/31/2020.
- These goods and services are required for the upkeep of the sewer systems.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S16063 with pricing through 3/31/2020.
- The Department of Water recommends approval of this order. Multiple suppliers are recommended to ensure the best value for the City as well as ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>55000-3445-1301-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

(B8) **P0200541 – PICKREL BROTHERS, INC., DAYTON, OH**
- Water main pipes, fittings, valves and related items as needed through 12/31/2020.
- These goods are required to maintain the City’s water distribution center.
- Fifteen (15) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB 20006S with firm pricing through 12/31/2020 with two (2) additional options to renew.
- The Department of Water requests additional authority of $90,000.00 through 12/31/2021.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$90,000.00</td>
</tr>
</tbody>
</table>

(B9) **P0200111 – THE SAFETY COMPANY LLC dba M TECH COMPANY, CLEVELAND, OH**
- Sewer cleaning, maintenance, repair and supplies as needed through 3/31/2020.
- These goods and services are required for the upkeep of the sewer systems.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S16063 with pricing through 3/31/2020.
- The Department of Water recommends approval of this order. Multiple suppliers are recommended to ensure the best value for the City as well as ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>55000-3445-1301-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name Adleta, Inc.
Address 389 S. Wayne Avenue.
Cincinnati, Ohio 45215

Date January 22, 2020
Expense Type Award of Contract
Total Amount $83,112.12 thru 12/30/2022

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Residential Road Resurfacing  40031-6450-1424-54  $83,112.12

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

Description

2019 BRICK STREET REHABILITATION
(15% MBE PARTICIPATION GOAL/15% MBE PARTICIPATION ACHIEVED)

This project consists of the rehabilitation of the brick wearing surface on West Norman Avenue beginning at North Main Street and continuing west to Cherry Drive. The work will include removing and resetting street bricks and items incidental to this work.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Adleta, Inc., in the amount of $83,112.12, the base bid. The estimated cost for the project was $80,000.00. The completion date was bid as December 30, 2019. A revised completion date will be established once a contract has been awarded.

This project is being funded using Residential Road Resurfacing Funds.

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

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 06/2016

Division

Keeph Stuber

Department

City Manager

FORM NO. MS-16
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date: January 22, 2020
Expiration Date: December 30, 2022

Original Commission Approval: $83,112.12
Initial Encumbrance: $83,112.12
Remaining Commission Approval:

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

Amount: $83,112.12

Fund Cod: 40031 - 6450 - 1424 - 54 -

Fund Org Acct Prog Act Loc

Fund Code: - - - - - - - -

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Adleta, Inc.
Vendor Address: 389 S. Wayne Avenue, Cincinnati, Ohio 45215
Street City State Zipcode + 4
Federal ID: 31-1128085
Commodity Code: 21015
Purpose: 2019 Brick Street Rehabilitation
(15% MBE Participation Goal)

Contact Person: Keith Steeber, City Engineer
Civil Engineering Department/Division 937-333-3838
Phone Number

Originating Department Director's Signature: Keith Steeber
Date: 1/15/2020

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: [Signature]
Date: 1/16/2020

CF Prepared by: [Signature]
Date: 1/15/2020

CTA-2512

Finance Department

October 18, 2011
Dayton, Ohio

Department of Public Works
Division of Civil Engineering

Proposal Tabulation For: 2019 Brick Street Rehabilitation
(15% MBE Participation)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
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</thead>
<tbody>
<tr>
<td>October 17, 2019</td>
<td>$80,000.00</td>
<td>December 30, 2019</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
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<tbody>
<tr>
<td>* Adleta</td>
<td>$83,112.12</td>
<td>$0.00</td>
<td>$83,112.12</td>
</tr>
<tr>
<td>L.J. DeWeese Co., Inc</td>
<td>$99,120.00</td>
<td>$0.00</td>
<td>$99,120.00</td>
</tr>
</tbody>
</table>

*Awarded
Revised 9/14/98
December 3, 2019

TO: Keith Steeber, Chief Engineer
    Department of Public Works, Division of Civil Engineering

FROM: Erica Fields, Executive Director
      Human Relations Council (HRC)

SUBJECT: 2019 Brick Street Rehabilitation (15% MBE Participation Goal) Project

The apparent low bidder, Adleta Inc., submitted a bid utilizing one (1) PEP certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that Adleta Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

The recommended company to receive the aforementioned construction award is as follows:

PERCENTAGE OF PARTICIPATION

<table>
<thead>
<tr>
<th>MINORITY-OWNED BUSINESS ENTERPRISE</th>
<th>15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tall View Palladium</td>
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</table>

<table>
<thead>
<tr>
<th>WOMAN-OWNED BUSINESS ENTERPRISE</th>
<th>15%</th>
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<tbody>
<tr>
<td>SMALL BUSINESS ENTERPRISE</td>
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<tr>
<td>DAYTON LOCAL SMALL BUSINESS</td>
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</tr>
<tr>
<td>DISADVANTAGED BUSINESS ENTERPRISE</td>
<td></td>
</tr>
<tr>
<td>HUD SECTION 3 BUSINESS ENTERPRISE</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PARTICIPATION

15% MBE

The attached participation verification letter should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1407.

EF
PEP-CERTIFIED SBE / MBE / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Adleta, Inc.
Address: 387 S. Wayne Ave
City: Cincinnati
State: OH
ZIP: 45215
Telephone: 513-554-1469
Email: Estimating@adletaconstruction.com
Prime Base Bid $18,220
Name of Project: [Blank]

SECTION 2: PEP-CERTIFIED BUSINESS - PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Tall View Paddock, Inc
PEP-Certified Firm's Tax ID#: 31-1474989
Scope of Work to Be Performed by Certified Firm:

Trucking + Flagging

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid To This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
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<td>$16,220.00</td>
</tr>
<tr>
<td>Materials</td>
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<td>$0</td>
</tr>
<tr>
<td>Labor</td>
<td>$16,220.00</td>
<td>$16,220.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)
(Date)

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s), as stated above.

(Signature of PEP-Certified Firm's Authorized Agent)
(Printed Name of PEP-Certified Firm's Authorized Agent)
(Date)

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT OR IF THE HBC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/LSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goals.
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☑ **Option 1.** The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% LSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/LSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST).** The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ LSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Proposer's Authorized Agent)  (Name of Bidder/Proposer's Firm)

(Signature of Bidder/Proposer's Authorized Agent)  (Date)
NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form

2019 Brick Street Rehab

Bidder
Adleta Inc
387 S. Wayne Ave
Cincinnati, OH 45215
BID FORM

To: Director, Department of Public Works
   The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

2019 BRICK STREET REHABILITATION
(15% MBE PARTICIPATION GOAL)

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>305</td>
<td>Concrete Base</td>
<td>240</td>
<td>S.Y.</td>
<td>$144.65</td>
<td>$34,716.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>1</td>
<td>Lump</td>
<td>$13,912.92</td>
<td>$13,912.92</td>
</tr>
<tr>
<td>SPL</td>
<td>Brick Repair, As Per Plan</td>
<td>240</td>
<td>S.Y.</td>
<td>$143.68</td>
<td>$34,483.20</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $ 83,112.12
In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

**ALTERNATE NO. 1
CONTINGENCY ALLOWANCE**

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed the maximum of **$25,000.00**.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Contingency Allowance</td>
<td>1</td>
<td>LUMP</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 1**

$25,000.00
Bid Form (Continued)

2018 BRICK STREET REHABILITATION
(15% MBE PARTICIPATION)

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CONSIDERATION FOR MATERIALS</th>
<th>CONSIDERATION FOR OBLIGATIONS</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE BID</td>
<td>$41,556.00</td>
<td>$41,556.00</td>
<td>$83,112.12</td>
</tr>
</tbody>
</table>

TOTAL ALT. NO. 1
(Contingency Allowance)

$-0- $25,000.00 $25,000.00

The time of completion fixed by the City is December 30, 2019

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;No persons or party other than the bidder is interested in this Bid.&quot;</td>
<td></td>
</tr>
</tbody>
</table>
DISCLOSURE OF LITIGATION

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

RESPONSE: YES [ ] NO [√]

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

Telephone
Adleta Inc

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract

Timothy Adleta - Vice President
Mary Lee Holthaus - CORP Sec

Home Office Address
389 S. Wayne Avenue, Cincinnati, Oh, 45215

Local Address

(513) 554-4669
Fax 513-554-1221

E-mail Estimating@adletaconstruction.com

deral I.D.# 31-1128085

ated this 17th day of October, 2019

Bidder: Adleta, Inc

(Person, Firm, or Corporation)

By:

Title: Vice President
If a certified or cashier’s check is submitted with Bid Form, please furnish the following information:

_____ Certified Check

_____ Cashier’s Check

Amount _______________ Dollars
on _____________________ Bank
of ______________________ is Attached.

__________________________________________
Bidder

Cash in the amount of ________________________________
Dollars is attached.

__________________________________________
Bidder
BID BOND

Amount $10,811.22 $

The undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of $10,811.22 $, (Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, 

Adleta, Inc.

med therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to said bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Med and sealed at Dayton, Ohio, this 17th day of October, 2019.

X

Adleta, Inc.
387 S. Wayne Ave, Cincinnati, OH 45215
Bidder

Anne Tierney, Attorney-in-Fact
Great American Insurance Company
301 East Fourth Street, Cincinnati, OH 45202
Surety

USI Insurance Services LLC
Name of Insurance Agency
812 Elm St., 24th Floor
Cincinnati, OH 45205
Address of Insurance Agency

513-517
Telephone 852-6344 FAX 852-6460
GREAT AMERICAN INSURANCE COMPANY®

Ministerial Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name: PAULETTE M. AERNI
THOMAS D. CASSADY
THOMAS W. CHATHAM
ANNE TIERNEY
PAUL J. SCHUELER, JR.

Address: ALL OF CINCINNATI, OHIO

Limit of Power: $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of JANUARY 2019. GREAT AMERICAN INSURANCE COMPANY

Attest

[Signature]

Assistant Secretary:

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30TH day of JANUARY 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-16-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of October 2019.

[Signature]

Assistant Secretary
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General
Ordinances, I, Tim Adleta (print name – an Officer of the company)

Construction meets the following Contractor requirements relating
to this City of Dayton construction project (check all that apply):

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

By: [Signature]
Title: Vice President
Date: 10/17/19
CITY OF DAYTON, OHIO  
Department of Public Works  

Responsible Contractor Bidding Requirements  
(Form 2 of 3)  

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.  

**Prevailing wage**  

**Fringe Benefits**  

---  

B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.  

N/A  

---  

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

A $A safety  

---
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

Tallview Palladium

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Hamilton, ss:

Tim Adleta, being duly sworn, deposes and states as follows:

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

2. The Contracting Party is a/an (select one):
   □ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   □ Corporation organized and existing under the laws of the State of Ohio.
   □ Labor organization.

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

   By: [Signature]
   Title: Vice President

STATE OF OHIO,
COUNTY OF Hamilton, ss:

Sworn to before me and subscribed in my presence by Tim Adleta
this day of October, 2014

MARY LEE HOLTHAUS
Notary Public, State of Ohio
My Commission Expires 10-03-2021

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

STATE OF Ohio } 
COUNTY OF Hamilton }

Tim Adleta

_, being first duly sworn deposes and states that:
(1) He/she is Vice President of
(owned, partner, officer, representative, or agent)
Adleta Inc. that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

This 5th day of October, 2019

MARY LEE HOLTHAUS
Notary Public, State of Ohio
My Commission Expires 10-03-2021

SIGNED Vice President
TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: City of Dayton - 2019 Brick Street Rehab

NAME

LOCATION

During the performance of this contract:

Adleta Inc.

389 S. Wayne Ave

Cincinnati, OH 45215

(513) 554-1469

CONTRACTOR

ADDRESS

TELEPHONE/FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>From</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/76 to Present</td>
<td>10.6% - 11.8%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>From</th>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/80 to Present</td>
<td>6.9%</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the SMSA during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Bid Condition.

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

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

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

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

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

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

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

   c) The contractor shall promptly notify the Dayton Human Relations Council when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

   d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives’ meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor’s employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the SMSA during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton SMSA.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor’s employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.
Part II: **Contractor's Certification.** A contractor will not be eligible for award of a contract under this Invitation to Bid unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

**CONTRACTOR’S CERTIFICATION**

Adleta Inc certifies that:

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

   *Laborers*
   *Cement Masons*
   *Operators*

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

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

SIGN: [Signature]

*(Signature of Authorized Representative of Bidder)*

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

CONTRACT # & NAME OF PROJECT:

REPORTING PERIOD:

(MONTH) (YEAR)

FROM:

COMPANY:

ADDRESS:

CITY/ST/ZIP:

TELEPHONE:

E-MAIL:

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 W. SECOND ST. STE. 100
DAYTON OH 45402
bta@daytonohio.gov

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

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID #</th>
<th>Address</th>
<th>Ethnic Group</th>
<th>Gender</th>
<th>Trade</th>
<th>Classification</th>
<th># of Hours Wrkd</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:

| 11.5% MINORITY | 6.9% FEMALE |

Revised 3/2017
PEP-CERTIFIED SBE / MBE / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm’s participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Adleta, Inc.
Address: 387 S. Wayne Ave
City: Cincinnati
State: OH zip: 45215
Telephone: 913-554-1419 Email: Estimating@AdletaConstruction.com
Primes Base Bid $108,112.17
Name of Project: 2019 Back Street Rehab

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Tall V. etc Palladium, Inc
PEP-Certified Firm's Tax ID#: 31-1674989
Scope of Work to Be Performed by Certified Firm: Trucking & Flagging

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $16,220.00</td>
<td>15%</td>
<td>$16,220.00</td>
</tr>
<tr>
<td>Materials $0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor $16,220.00</td>
<td>15%</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

[Signature]
(Signature of Bidder/Proposer's Authorized Agent)

[Signature]
(Paid Name of Bidder/Proposer's Authorized Agent)

[Title]
(Check Secretary)
(Title of Bidder/Proposer's Authorized Agent)
(Date) 10/17/19

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

[Signature]
(Signature of PEP-Certified Firm's Authorized Agent)

[Print Name]
(Printed Name of PEP-Certified Firm's Authorized Agent)

[Title]
(Title of PEP-Certified Firm's Authorized Agent)
(Date) 10/17/19

IF THE BIDDER/OPPBOR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☑ Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Offeror's Authorized Agent)

Mary Johnson

(Name of Bidder/Proposer's Firm)

(Mary Lee Johnson)

(Printed Name of Bidder/Offeror's Authorized Agent)

(Secrectary)

(Title of Bidder/Offeror's Authorized Agent)

10/17/19

(Date)
City Manager’s Report

From 6450 - PW/Civil Engineering

Date January 22, 2020

Supplier, Vendor, Company, Individual

L.J. DeWeese Co., Inc.

Address 3616 Tipp-Cowlesville Road
Tipp City, Ohio 45371

Expense Type Award of Contract

Total Amount $1,019,158.25 thru 10/31/22

Fund Source(s) Fund Code(s) Fund Amount(s)

Valley Street Realignment 41479-6450-1424-54 $1,019,158.25

Includes Revenue to the City □ Yes □ No

Affirmative Action Program □ Yes □ No □ N/A

Description

VALLEY STREET REALIGNMENT
(8% DBE PARTICIPATION GOAL/28.7% DBE PARTICIPATION ACHIEVED)
(FEDERAL STP FUNDS) (STATE ISSUE I FUNDS)

This project consists of modifying the existing intersection of Valley Street and Keowee Street from a “Y” intersection to a “T” intersection at the existing intersection of Keowee Street and Tony Stein Way.

Seven bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, L.J. DeWeese Co., Inc., in the amount of $1,019,158.25. This amount includes the base bid in the amount of $937,758.25, Alternate No. 1, Monument on Valley Rehab, in the amount of $15,500.00, Alternate No. 2, Monument on Keowee Rehab, in the amount of $15,500.00, Alternate No. 3, Decorative Crosswalk Across Valley, in the amount of $23,800.00, and Alternate No. 4, Decorative Crosswalk Across Keowee, in the amount of $26,600.00. The estimated cost for the project was $1,050,000.00. The time bid for completion is October 31, 2020.

This project is being funded using Federal STP Funds and State Issue I Funds.

A Certificate of Funds, Tabulation of Bids, ODOT’s verification letter, Bid Form from the firm recommended for award, and location map are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>January 22, 2020</td>
<td>Required Documentation</td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>October 31, 2022</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$ 1,019,158.25</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$ 1,019,158.25</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ 1,019,158.25</td>
<td>Copy of City Manager's Report</td>
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<tr>
<td></td>
<td>Original CT/CF</td>
<td>-</td>
<td>Copy of Original Certificate of Funds</td>
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<tr>
<td></td>
<td>Increase Encumbrance</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Amount:** $1,019,158.25

**Fund Code**

**Fund** 41479
**Org** 6450
**Acct** 1424
**Prog** 54

**Fund Code**

**Fund**
**Org**
**Acct**
**Prog**
**Act**
**Loc**

**Amount:**

**Fund Code**

**Fund**
**Org**
**Acct**
**Prog**
**Act**
**Loc**

Attach additional pages for more FOAPALs

**Vendor Name:** L.J. DeWeese Co., Inc. (937) 440-1736

**Vendor Address:** 3616 Tipp-Cowlesville Road Tipp City OH 45371

**Federal ID:** 31-0602186

**Commodity Code:** 91831

**Purpose:** Valley Street Realignment
(8% DBE Participation Goal) (Federal STP Funds) (State Issue I Funds)

**Contact Person:** Keith Steeber, City Engineer

**Public Works/Civil Eng. Department/Division:** 333.3838

**Originating Department Director's Signature:** Keith Steeber

**Date:** 11/9/2020

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:**

**Date:** 01/14/2020

**Finance Department:**

October 18, 2011
Dayton, Ohio

Department of Public Works

Bid Tabulation For: Valley Street Realignment  
(8% DBE Participation Goal) (Federal STP Funds)  
(State Issue I Funds)

Bid Opening Date:  
December 19, 2019

Cost Estimate:  
$1,050,000.00

Estimated Time Of Completion:  
October 31, 2020

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>*L.J. DeWeese Co., Inc.</td>
<td>$937,758.25</td>
<td>0</td>
<td>$937,758.25</td>
</tr>
<tr>
<td>Double Jay Construction, Inc.</td>
<td>$968,978.00</td>
<td>0</td>
<td>$968,978.00</td>
</tr>
<tr>
<td>Milcon Concrete</td>
<td>$1,069,844.50</td>
<td>0</td>
<td>$1,069,844.50</td>
</tr>
<tr>
<td>Barrett Paving Materials, Inc.</td>
<td>$1,120,904.75</td>
<td>0</td>
<td>$1,120,904.75</td>
</tr>
<tr>
<td>Belgray</td>
<td>$1,138,177.00</td>
<td>0</td>
<td>$1,138,177.00</td>
</tr>
<tr>
<td>John R. Jurgensen Company</td>
<td>$1,200,443.00</td>
<td>0</td>
<td>$1,200,443.00</td>
</tr>
<tr>
<td>Adleta</td>
<td>$1,202,402.82</td>
<td>0</td>
<td>$1,202,402.82</td>
</tr>
</tbody>
</table>

*Awarded

Revised 9/14/98
The DBE Plan for the subject project is acceptable as follows: L J DeWeese Co., $1,019,158.25.

The DBE Goal will be met with participation from:

Security Fence Group will perform lighting and signage installation, to include removal and replacement of lights and signs, wiring in the amount of $292,074.97

Please remember that the DBE Goal is a percentage of the overall contract. If the project increases or decreases the dollar amount of the DBE Goal may change accordingly. Please let the district CCO and myself know if you should have any changes to the DBE Plan for the subject project.

As far as DBE goal is concerned you may now proceed with contract signing. Within 30 days of the prime contract execution (or before the date the DBE sub needs to start work – whichever comes first) the prime needs to have executed sub agreements/purchase orders for all DBEs submitted to the District CCO- (included in this email) for review and acceptance.

Julie Dick
Goal Attainment Coordinator
ODOT Division of Opportunity, Diversity & Inclusion
1980 W. Broad Street, MS: 3270, Columbus, Ohio 43223
(p) 614.644.5649; (m) 614.512.8895
transportation.ohio.gov

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form

Valley Street Realignment

Bidder

L.J. DeWeese Co., Inc.
3616 Tipp-Cowiesville Rd.
Tipp City, Ohio 45371
Addendum No. 1  
December 13, 2019  
Valley Street Realignment  
(8% DBE Participation Goal)  
(Federal STP Funds)(State Issue 1 Funds)  

TO ALL BIDDERS:  
This Addendum, including all articles and corrections listed below, shall be taken into account in preparing the bid form and shall become part of the Contract.  

All bidders are requested to attach this Addendum to the bid form and return to the City.  

**Item No. 1**  
The following item and quantity adjustments are provided to install two loop detectors (6’x6’). These loop detectors will be connected to the existing traffic signal cabinet at the intersection of Troy Street & Valley Street.  

- 1 Each 632 Conduit Riser, 1-1/4”  
- 220 Feet 632 Loop Detector Lead-In Cable, 2 Conductor Shielded, No. 14 AWG  
- 70 Feet 625 3” PVC Conduit Concrete Encased  
- 2 Each 625 18” Pull box, 725.08 with Grounded Lid  
- 2 Each 632 Detector Loops, As Per Plan  
- 70 Feet 625 Trench  

**Item No. 2**  
Page 3b in the project bid form shall be replaced with the revised page 3b (attached) and submitted with the bid. Item 625, 3” PVC Conduit Concrete Encased quantity changed to 1345 (see item no. 1). Item 625, Trench quantity changed to 1345 (see item no. 1). Item 625, 17”x30”x36” Polymer Concrete Pullbox Existing Conduit quantity changed to 2. Item 625, 17”x30”x36” Polymer Concrete Pullbox quantity changed to 3.  

**Item No. 3**  
Page 3c in the project bid form shall be replaced with the revised page 3c (attached) and submitted with the bid. Item 632, 18” Pullbox, 725.08 with Grounded Lid quantity changed to 4 (see item no. 1).  

**Item No. 4**  
Page 3d in the project bid form shall be replaced with the revised page 3d (attached) and submitted with the bid. Item 632, Detector Loops, As Per Plan quantity changed to 6 (see item no. 1). Item 632, Loop Detector Lead-In Cable, 2 Conductor Shielded, No. 14 AWG quantity changed to 930 (see item no. 1). Item 632, Conduit Riser, 1-1/4” added (see item no. 1).  

December 13, 2019  
Keith Steeber, City Engineer  
Department of Public Works  

L.J. Dewesse Co., Inc.  
3616 Tipp-Cowlesville Rd.  
Tipp City, Ohio 45371
**Item No. 5**
Page 3f in the project bid form shall be replaced with the revised page 3f (attached) and submitted with the bid. Item 846, Curb Box Relocated quantity changed to 5. This bid item shall include the cost for excavation to expose the lateral back to the main.

**Item No. 6**
Page 3g in the project bid form shall be replaced with the revised page 3g (attached) and submitted with the bid. Item SPL, Relocate Vehicular Directional Sign and Foundation has been added. Detail attached.

---

December 13, 2019
Keith Steeber, City Engineer
Department of Public Works
CITYWIDE DAYTON PHASE 1B / SIGN #A3-S-002 - SIGN TYPE A3
Secondary vehicular directional sign. Background panel is painted and has applied digital printed vinyl graphics. White lettering uses reflective white vinyl. Posts are painted and have applied digital printed vinyl.

CLIENT APPROVAL

LANDLORD APPROVAL

WORK ORDER

MATERIALS LIST

COLOR KEY

- Dark Gray
- Medium Gray
- Dark Blue
- Medium Blue
- Light Blue
- Red
- Green
- Yellow
- White
- Orange
- Matte Brushed Aluminum Paint
BID FORM

To: Director, Department of Public Works
   The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and
specifications for the following improvement, and the conditions of this bid, hereby agrees to
furnish all services, labor, materials and equipment, and to construct in every respect complete:

VALLEY STREET REALIGNMENT
(8% DBE PARTICIPATION GOAL)
(FEDERAL STP FUNDS) (STATE ISSUE 1 FUNDS)

in accordance with said plans and specifications on file in the office of the City Engineer at the
unit prices hereinafter set forth.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>Lump Sum</td>
<td>2100.00</td>
<td>2100.00</td>
</tr>
<tr>
<td>201</td>
<td>Tree Removed, 6&quot;-18&quot;</td>
<td>8</td>
<td>Each</td>
<td>400.00</td>
<td>3200.00</td>
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<tr>
<td>201</td>
<td>Tree Removed, 18&quot;-30&quot;</td>
<td>5</td>
<td>Each</td>
<td>600.00</td>
<td>3000.00</td>
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<tr>
<td>202</td>
<td>Grinding Existing Pavement (1.5&quot;+/_)</td>
<td>1,500</td>
<td>S.Y.</td>
<td>7.50</td>
<td>11250.00</td>
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<tr>
<td>202</td>
<td>Pole Foundation Removed</td>
<td>4</td>
<td>Each</td>
<td>1100.00</td>
<td>4400.00</td>
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<tr>
<td>202</td>
<td>Pole Removed and Salvaged</td>
<td>4</td>
<td>Each</td>
<td>200.00</td>
<td>800.00</td>
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<tr>
<td>202</td>
<td>Pole Removed</td>
<td>1</td>
<td>Each</td>
<td>100.00</td>
<td>100.00</td>
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<tr>
<td>202</td>
<td>Curb Removed</td>
<td>2,670</td>
<td>L.F.</td>
<td>4.00</td>
<td>10680.00</td>
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<tr>
<td>202</td>
<td>Catch Basin Removed</td>
<td>12</td>
<td>Each</td>
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<td>3600.00</td>
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<td>202</td>
<td>Pipe Removed</td>
<td>245</td>
<td>L.F.</td>
<td>10.00</td>
<td>2450.00</td>
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<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>10,500</td>
<td>S.F.</td>
<td>1.00</td>
<td>10500.00</td>
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<tr>
<td>202</td>
<td>Pavement Removed (Asphalt on Concrete)</td>
<td>4,385</td>
<td>S.Y.</td>
<td>12.50</td>
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<td>202</td>
<td>Concrete Driveway Removed</td>
<td>160</td>
<td>S.F.</td>
<td>3.00</td>
<td>480.00</td>
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<tr>
<td>202</td>
<td>Water Meter Pit Removed</td>
<td>1</td>
<td>Each</td>
<td>250.00</td>
<td>250.00</td>
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<tr>
<td>203</td>
<td>Excavation Not Including Embankment Construction</td>
<td>660</td>
<td>C.Y.</td>
<td>20.00</td>
<td>13200.00</td>
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<tr>
<td>203</td>
<td>Embankment</td>
<td>975</td>
<td>C.Y.</td>
<td>20.00</td>
<td>19500.00</td>
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<tr>
<td>203</td>
<td>Undercut Excavation</td>
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<td>Bituminous Aggregate Base (5&quot;&quot;)</td>
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<td>Non-Tracking Tack Coat</td>
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<td>Asphalt Concrete Surface Course, 12.5 mm, Type A (448), PG 70-22M (1.5&quot;)</td>
<td>420</td>
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<td>Asphalt Concrete Intermediate Course, 19 mm, Type A (448), PG 64-28 (1.75&quot;)</td>
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<td>ODOT 632</td>
<td>Strain Pole, Design 10, 28.5'</td>
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<td>Strain Pole Foundation, Design 10</td>
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<td>Uninterruptible Power Supply, As Per Plan</td>
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<td>Controller Unit, Type TS2/A2 With Cabinet, Type TS2, As Per Plan</td>
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<td>Topsoil Furnished and Placed, 4&quot;</td>
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<td>Fire Hydrant Relocated</td>
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<td>Relocate Sign and Foundation, Small</td>
<td>2</td>
<td>Each</td>
<td></td>
<td>1400. -</td>
<td>2800. -</td>
</tr>
<tr>
<td>SPL</td>
<td>Relocate Sign and Foundation, Large</td>
<td>1</td>
<td>Each</td>
<td></td>
<td>2100. -</td>
<td>2100. -</td>
</tr>
<tr>
<td>SPL</td>
<td>Relocate Vehicular Directional Sign and Foundation</td>
<td>3</td>
<td>Each</td>
<td></td>
<td>1400. -</td>
<td>4200. -</td>
</tr>
<tr>
<td>SPL</td>
<td>Centerline Monumentation Set</td>
<td>4</td>
<td>Each</td>
<td></td>
<td>750. -</td>
<td>3000. -</td>
</tr>
<tr>
<td>SPL</td>
<td>Contingency</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
<td>$75,000.00</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $937,758.25
In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

**ALTERNATE NO. 1**  
**MONUMENT ON VALLEY REHAB**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Clean and Reseal Monument on Valley</td>
<td>1</td>
<td>Lump Sum</td>
<td>15500. -</td>
<td>15500. -</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 1  15500. -**

**ALTERNATE NO. 2**  
**MONUMENT ON KEOWEE REHAB**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Clean and Reseal Monument on Keowee</td>
<td>1</td>
<td>Lump Sum</td>
<td>15500. -</td>
<td>15500. -</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 2  15500. -**

**ALTERNATE NO. 3**  
**DECORATIVE CROSSWALK ACROSS VALLEY**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Imprinted Aggregate Reinforced Preformed Thermoplatic Pavement Marking System Installed</td>
<td>850</td>
<td>S.F.</td>
<td>28. -</td>
<td>23800. -</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 3  23800. -**

**ALTERNATE NO. 4**  
**DECORATIVE CROSSWALK ACROSS KEOWEE**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Imprinted Aggregate Reinforced Preformed Thermoplatic Pavement Marking System Installed</td>
<td>950</td>
<td>S.F.</td>
<td>28. -</td>
<td>26,600. -</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 4  26,600. -**
The consideration to be paid for the performance of the Contract of the above described project is provided as follows:
This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CONSIDERATION FOR MATERIALS</th>
<th>CONSIDERATION FOR OBLIGATIONS</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE BID</td>
<td>$ 100,000.00</td>
<td>$ 837,758.25</td>
<td>$ 937,758.25</td>
</tr>
<tr>
<td>TOTAL ALT. NO. 1</td>
<td>$ 7,750.00</td>
<td>$ 7,750.00</td>
<td>$ 15,500.00</td>
</tr>
<tr>
<td>TOTAL ALT. NO. 2</td>
<td>$ 7,750.00</td>
<td>$ 7,750.00</td>
<td>$ 15,500.00</td>
</tr>
<tr>
<td>TOTAL ALT. NO. 3</td>
<td>$ 11,900.00</td>
<td>$ 11,900.00</td>
<td>$ 23,800.00</td>
</tr>
<tr>
<td>TOTAL ALT. NO. 4</td>
<td>$ 13,300.00</td>
<td>$ 13,300.00</td>
<td>$ 26,600.00</td>
</tr>
</tbody>
</table>

The time of completion fixed by the City is October 31, 2020.

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No person or party other than the bidder is interested in this Bid.</strong></td>
<td></td>
</tr>
</tbody>
</table>
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

Telephone

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Jeremy Hixen, Vice-President
Kastro D. Hixen, President

Home Office Address

3611 E. Upper Carousel Rd., Sipp City, Ohio 45371

Local Address

Telephone 937-440-1736 Fax 937-440-0745

E-mail klkilbourn@yahoo.com

Federal I.D.# 31-01202186

Dated this 19 day of December, 2019

Bidder: L.J. DeWeese Co., Inc.

(Person, Firm, or Corporation)

By: /s/ M.J.

Title: Vice-President
BID BOND

AMOUNT $ \text{10\% of Total Bid} \\

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of $\text{10\% of Total Bid}$ Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

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

Signed and sealed at Dayton, Ohio this 19th day of December 2019.

L.J. DeWeese Co., Inc.

[Signature]

Bidder

Western Surety Company

[Signature]

Mark Arnold Attorney-In-Fact

Arnold Insurance Agency, Inc.

Name of Insurance Agency

1400 Haft Dr., Reynoldsburg, OH 43068

Address of Insurance Agency

Telephone 614-863-0455 Fax 614-863-2474
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark Arnold, Harry J Bound, Jason D Daniels, Rebecca Bryner, Brittany Walton, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of October, 2019.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha

Paul T. Bruflat, Vice President

On this 7th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of December, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 03/14/2019
Effective 04/02/2019
Expires 04/01/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

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

Section 3929.01 (A)
Fidelity
Other Liability
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of $2,083,835,493, liabilities in the amount of $542,268,146, and surplus of at least $1,541,567,347.

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

Jillian Froment, Director
WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2018

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>1,935,428,756</td>
</tr>
<tr>
<td>Stocks</td>
<td>28,070,811</td>
</tr>
<tr>
<td>Cash, cash equivalents, and short-term investments</td>
<td>28,110,934</td>
</tr>
<tr>
<td>Receivables for securities</td>
<td>-</td>
</tr>
<tr>
<td>Investment income due and accrued</td>
<td>17,684,883</td>
</tr>
<tr>
<td>Premiums and considerations</td>
<td>48,092,741</td>
</tr>
<tr>
<td>Amounts recoverable from reinsurers</td>
<td>2,689,618</td>
</tr>
<tr>
<td>Current federal and foreign income tax recoverable and interest thereon</td>
<td>109,562</td>
</tr>
<tr>
<td>Net deferred tax asset</td>
<td>11,721,985</td>
</tr>
<tr>
<td>Receivable from parent, subsidiaries, and affiliates</td>
<td>11,902,908</td>
</tr>
<tr>
<td>Other assets</td>
<td>23,233</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$ 2,083,835,493</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND SURPLUS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses</td>
<td>216,656,892</td>
</tr>
<tr>
<td>Loss adjustment expense</td>
<td>58,374,620</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar charges</td>
<td>10,355,618</td>
</tr>
<tr>
<td>Other expenses (excluding taxes, license and fees)</td>
<td>-</td>
</tr>
<tr>
<td>Taxes, License and fees (excluding federal and foreign income taxes)</td>
<td>3,752,460</td>
</tr>
<tr>
<td>Federal and foreign income taxes payable</td>
<td>1,295,647</td>
</tr>
<tr>
<td>Unearned premiums</td>
<td>240,838,348</td>
</tr>
<tr>
<td>Advance premiums</td>
<td>5,412,052</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable (net of ceding commissions)</td>
<td>61,346</td>
</tr>
<tr>
<td>Amounts withheld or retained by company for account of others</td>
<td>5,262,414</td>
</tr>
<tr>
<td>Provision for reinsurance</td>
<td>182,147</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>-</td>
</tr>
<tr>
<td>Payable on security transactions</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other liabilities</strong></td>
<td><strong>76,602</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$ 542,268,146</strong></td>
</tr>
</tbody>
</table>

Surplus Account:

<table>
<thead>
<tr>
<th>Common stock</th>
<th>4,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>280,071,837</td>
</tr>
<tr>
<td>Unassigned funds</td>
<td>1,257,495,510</td>
</tr>
<tr>
<td><strong>Surplus as regards policyholders</strong></td>
<td><strong>$ 1,541,567,347</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Capital</strong></td>
<td><strong>$ 2,083,835,493</strong></td>
</tr>
</tbody>
</table>

I, Victoria Baltrus, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2018, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By _[Signature]_ Vice President

Subscribed and sworn to me this 7th day of March 2019
My commission expires:

"OFFICIAL SEAL"
CHRISTOPHER LOPATOWSKI
Notary Public, State of Illinois
My Commission Expires 01/14/2020
6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

*The Bidder must circle the appropriate "has or has not" above.*
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General
Ordinances, I, Jeremy Hech, V.P. hereby certify that
(print name – an Officer of the company)
L.J. DeWeese Co., Inc. meets the following Contractor requirements
relating (company)
to this City of Dayton construction project (check all that apply):

☐ Comply with all City of Dayton income tax obligations and requirements

☐ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

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

☐ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

By: [Signature]

Title: Vice President

Date: Dec. 19 2019
A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

- [ ] SRA - medical
- [ ] 401(k) - retirement

B. Please identify any "bona fide apprentice training program" in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

- [ ] NA

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

- [ ] Security fence
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Jeremy Henc being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   L.J. DeWeese Co., Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):
   ☐ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   ☑ Corporation organized and existing under the laws of the State of Ohio.
   ☐ Labor organization.

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

   By: [Signature]
   Title: President

STATE OF OHIO,
COUNTY OF Miami, ss:

Sworn to before me and subscribe in my presence by Jeremy Henc, V.P.
this 19 day of Dec., 2019.

Kristen L. Dilbone, Notary Public

{00045535.DOC;1}
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM

STATE OF Ohio } )
COUNTY OF Miami } SS:

Jeremy Harris, being first duly sworn deposes and states that:

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

LJ DeWeese Co, Inc. that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence
this 19 day of December, 2019.

Yours truly, Dilsene
NOTARY PUBLIC

s

Vice President
TITLE

KIRSTEN L DILBONE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
JANUARY 20, 2022
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Valley St. Realignment
NAME

LOCATION

During the performance of this contract:

L.J. DeWeese Co., Inc
CONTRACTOR

ADDRESS

TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/76</td>
<td>Present</td>
</tr>
<tr>
<td>4/1/80</td>
<td>Present</td>
</tr>
</tbody>
</table>

Goals of Minority Worker Utilization Expressed in Percentage Terms
10.6% - 11.8%

Goals of Female Worker Utilization Expressed in Percentage Terms
6.9%
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the SMSA during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Bid Condition.

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

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

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

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

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

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

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

   c) The contractor shall promptly notify the Dayton Human Relations Council when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

   d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the SMSA during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton SMSA.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

L. J. DeWeese Co., Inc. certifies that:

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

   Operator

   Laborer

   Cement Mason

   

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

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

SIGN: 

(Signature of Authorized Representative of Bidder)

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

CONTRACT # & NAME OF PROJECT: ____________________________

REPORTING PERIOD: ____________________________

(MONTH) (YEAR)

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 W. SECOND ST. STE. 100
DAYTON OH 45402
bta@daytonohio.gov

FROM: ____________________________
COMPANY: ____________________________
ADDRESS: ____________________________
CITY/ST/ZIP: ____________________________
TELEPHONE: ____________________________
E-MAIL: ____________________________

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

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID #</th>
<th>Address</th>
<th>Ethnic Group</th>
<th>Gender</th>
<th>Trade</th>
<th>Classification</th>
<th># of Hours Wrkd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Native</td>
<td>Hispanic</td>
<td>Male</td>
<td>Female</td>
<td>Journeymen</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Race</td>
<td>Asian or Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Native</td>
<td>American Indian or Alaska Native</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals: 11.5% MINORITY 6.9% FEMALE

Revised 3/2017
### DBE PARTICIPATION FORM (LETTER OF INTENT)

**SECTION 1: BIDDER INFORMATION**

**Name of Bidder's Firm:** L.J. DeWeese Co., Inc.

**Address:** 1600 Sipp Connersville Rd.

**City:** Sipp City

**State:** Ohio **ZIP:** 45371

**Telephone:** 574-410-1730

**Email:** kldeiborne@yahoo.com

---

**SECTION 2: DBE FIRM & PARTICIPATION INFORMATION**

**Name of DBE Firm:** Twenty First Century, Inc.

**DBE Firm's Tax ID#:** 31-1276340

**Address:** 4252 N. 60th Ave.

**City:** Cincinnati

**State:** OH **ZIP:** 45229

**Telephone:** (513) 689-2000

**Email:** FFrankenstein@十多年.com

**Name of Project:** Valley St. Realignment

<table>
<thead>
<tr>
<th>Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*</th>
<th>Amount to Be Paid to This DBE Firm for the Work Described*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Signals, Lighting &amp; Signs</td>
<td>$242,074.97</td>
</tr>
<tr>
<td><strong>Alternate #1:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Alternate #2:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Alternate #3:</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

*IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

---

### SECTION 3: AFFIRMATIONS

The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.

**Signature of Bidder's Authorized Agent:**

**Printed Name of Bidder's Authorized Agent:**

**Title of Bidder's Authorized Agent:**

**Date:** 12/19/19

---

The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

**Signature of DBE Firm's Authorized Agent:**

**Printed Name of DBE Firm's Authorized Agent:**

**Title of DBE Firm's Authorized Agent:**

**Date:** 12/18/19

---

**IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.**
DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:
- An executed DBE Participation Form (Letter of Intent) for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the DBE participation requirements of the Bid Specification in the following manner:
(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☐ The Bidder has secured enough DBE participation to meet or exceed the project's DBE participation goal.

The Bidder is committed to a minimum of ___% DBE participation on this project, as described on the enclosed DBE Participation Form(s).

☐ The Bidder made good faith efforts to meet the project's DBE participation goal but was unable to do so.

However, the Bidder is committed to a minimum of _____________% DBE participation on this project, as described on the enclosed DBE Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE

[Signature of Bidder's Authorized Agent]  Dec. 19, 2019

[Printed Name of Bidder's Authorized Agent]

[Vice President]

[Bidding Firm's Name]
Thank You

The form was submitted successfully.
Please Confirm that you are ready to submit the DBE Use List Form.

Total Project Bid Amount:  $10,191,582.25 (Alternates Included)
DBE Commitment Total:  $29,207,497
DBE Percentage Met:  28.66

Select the Submit DBE Bid Form Button to proceed or the Previous Button to continue editing the document.
Valley Street Realignment

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

From 2600 - Economic Development

Supplier, Vendor, Company, Individual

Name Greater Dayton Union Cooperative Initiative INC

Address 840 Germantown Street
Dayton, OH 45402

Expense Type Development Agreement

Date January 22, 2020

Total Amount $225,000.00 thru 12-31-2023

Fund Source(s) Fund Code(s) Fund Amount(s)
NW Dayton Redevelopment Fund 22504-2600-1224-41 $225,000.00

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

Description

Development Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Greater Dayton Union Cooperative Initiative INC (“GUDCI”). The Agreement will provide $225,000.00 to GUDCI in the form of a grant to assist with the engineering, architectural, construction management, financial advisory, and legal services related to the development and/or construction of a facility; as well as the furnishing and equipping of the facility, that will be located at 324 Salem Avenue.

GUDCI plans to construct, equip, and furnish the Gem City Market, which will support the development of a full-service grocery store positioned to provide Northwest Dayton residents with affordable and quality kitchen staples, including well-stocked fresh produce and meat departments, as well as community space that will offer healthy food and nutrition classes and programming. This transformative project leverages $5,900,000.00 in new construction in the Lower Salem Avenue neighborhood.

The Agreement will commence upon execution and expire on December 31, 2023.

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

A map and a Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016

Division

City Manager

FORM NO. MS-16
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date
Expiration Date
Original Commission Approval
Initial Encumbrance
Remaining Commission Approval
Required Documentation

$ 225,000.00

$ 225,000.00

$ -

X Initial City Manager's Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

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Amount: $ 225,000.00

Fund Code 22504 - 2600 - 1224 - 41 - 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: Greater Dayton Union Cooperative Initiative INC

Vendor Address: 840 Germantown Street Dayton Ohio 45402

Street City State Zipcode + 4

Federal ID: 813470466

Commodity Code: 91849

Purpose: A grant by the City of Dayton to provide support for the expenses actually incurred by GDUlC

for the engineering, architectural, construction management, financial advisory, and legal services related to the development

and construction of the Gem City Market which will be located at 324 Salem Avenue, Dayton, Ohio 45406 and furnishing and

equipping of the facility.

Contact Person: Jill Bramini Economic Development 1/16/2020

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: [Signature]

Date: 01/17/2020

CF Prepared by: [Signature]

Date: 01/10/2020

CF/CT Number: [Number]
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between Greater Dayton Union Cooperative Initiative, a not-for-profit corporation located at 840 Germantown Street ("GDU CI"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to improve the health, welfare, and economic prosperity of the residents of Dayton, and GDU CI has positioned itself to invest approximately Three Million Four Hundred Forty-Two Thousand Eight Hundred Thirty-Two Thousand Dollars and Zero Cents ($3,442,832.00) in connection with the construction, equipping and furnishing of the Gem City Market (the "Project"), which will provide a full-service grocery store designed to address the lack of food access (or "food desert") for Dayton residents living in Northwest Dayton; and,

WHEREAS, GDU CI will contribute approximately Eight Hundred Thirteen Thousand Three Hundred Thirty-Two and Zero Cents ($813,332.00) (the "Contribution") directly to the Project Owner to pay a portion of the costs of the Project, which Project costs are expected to be approximately Five Million Nine Hundred Thousand Dollars and Zero Cents ($5,900,000.00) (the "Project Costs"); and,

WHEREAS, the balance of GDU CI’s investment in the Project will come in the form of a leverage loan to be made by GDU CI in the amount of Two Million Six Hundred Ninety-Two Thousand Five Hundred Dollars and Zero Cents ($2,692,500.00) (the "Leverage Loan"), which GDU CI will make in connection with a new markets tax credit financing (the "NMTC Financing") to be obtained by Community Market Partners QALiCB, LLC, an Ohio nonprofit limited liability company, the owner of the Project (the "Project Owner"), that will pay for the balance of the Project Costs; and,

WHEREAS, GDU CI has obtained one or more loans to fund the Leverage Loan (the "Source Loans"); and,

WHEREAS, City desires to encourage and support the redevelopment of Northwest Dayton in furtherance of the City’s asset-based development strategy and through utilization of leveraged public-private partnerships; and,

WHEREAS, City desires to stimulate and promote health, wellness and economic growth in this geography; and,

WHEREAS, GDU CI has requested funding assistance from the City so that it obtain from the City a portion of the funds that it needs to repay the Source Loans for the Leverage Loan that it is making in connection with the NMTC financing for the Project, and the City finds it beneficial and in the best interests of the community to provide support for the Project as defined herein under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and GDU CI agree as follows:
ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Development Grant. A grant provided hereunder by the City of Dayton, Ohio for the purpose of improving the health, welfare, and economic prosperity of Dayton residents.

Eligible Project Costs. The expenses actually incurred by the Project Owner for: (i) the engineering, architectural, construction management, financial advisory, and legal services related to the development and/or construction of the Project; and (ii) the furnishing and equipping of the Project, including fixtures therein.

Project. Approximately fifteen thousand eight hundred (15,800) square feet of newly constructed grocery, retail space located at or about 324 Salem Avenue, Dayton, Ohio 45406, and commonly known as the Gem City Market.

ARTICLE 2. PROJECT.

GDUCI will invest approximately Three Million Four Hundred Forty-Two Thousand Eight Hundred Thirty-Two Thousand Dollars and Zero Cents ($3,442,832.00) in the form of the Contribution and the Leverage Loan in order to assist in the financing by the Project Owner of the construction, equipping and furnishing of the Project. The parties contemplate that the Project will feature affordable, quality kitchen staples, including well-stocked fresh produce and meat departments, as well as community space that will offer healthy food and nutrition classes and programming accessible to Dayton residents.

GDUCI will cause the Project Owner to commence the Project within one hundred eighty (180) days of Agreement execution and complete the Project on or before December 31, 2021, unless such commencement and/or completion date(s) is/are extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide GDUCI a Development Grant in an amount of up to Two Hundred Twenty-Five Thousand Dollars and Zero Cents ($225,000.00) (the “Project Grant”).

GDUCI is solely responsible for any and all amounts for its investment in the Project in excess of the funding provided by City hereunder. GDUCI will cause the Project Owner to comply with all applicable laws and regulations and pay, if applicable, state, and local prevailing wage rates, in connection with the Project.

GDUCI shall use the Project Grant to fund to repay a portion of the Source Loans that it is obtaining to fund Leverage Loan in connection with the NMTC Financing. GDUCI shall submit its request for disbursement of the Project Grant within one hundred eighty (180) days after the Project Owner has commenced construction of the Project, utilizing a form substantially similar to that attached hereto and incorporated as Exhibit A. All requests for disbursement shall include documentation
setting forth the Eligible Project Costs paid by the Project Owner from the proceeds of the NMTC Financing. This documentation shall include the total amount of the disbursement requested, details regarding the work and/or services performed, evidence of payment of the Eligible Project Costs, and such records, information, and/or documentation to substantiate the Eligible Project Costs. Appropriate City personnel will verify the Eligible Project Costs. Unless disputed, City will disburse payment within forty-five (45) days from receipt of the Request for Disbursement.

ARTICLE 4. SPECIFIC CONDITIONS.

A. GDUCI shall cause the Project Owner to comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. GDUCI shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. GDUCI will cause the Project Owner to comply with the City’s Procurement Enhancement Plan (“PEP”) participation goals for certified Small Business Enterprises (“SBEs”), Minority Business Enterprises (“MBEs”), Women’s Business Enterprises (“WBEs”), and Dayton Local Small Businesses (“DLSBs”) in connection with the Project. The PEP participation goals are:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Total PEP Participation</th>
<th>MBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td></td>
<td>15%</td>
<td>5%</td>
</tr>
</tbody>
</table>

C. Counting Toward Goals.

(i) To count toward the Project’s PEP Participation Goals, a company contracting on the Project must be certified with the City’s Human Relations Council (“HRC”) and must be certified to perform the proposed subcontracted work. The City encourages the Project Owner’s construction contractors to review the list of PEP-certified companies at https://citybots.com/Home/Links (click on the “PEP Certification List” button) and to obtain a copy of each PEP-certified firm’s Certification Letter.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company’s PEP certification date shall count toward the Project’s PEP Participation Goals. If a company’s PEP certification expires, only the portion of work performed while the company’s PEP certification was active shall count toward the Project’s PEP Participation Goals.

(iii) For each PEP-certified firm, GDUCI will cause the Project Owner or the Project Owner’s construction contractor to submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP
firm's contract or subcontract, and the dollar amount to be counted toward the Project’s PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm's participation within five (5) business days. A verified PEP firm’s participation shall be counted in every category (i.e., SBE, MBE, WBE, and/or DLSB) in which the firm is certified.

D. GDUCI expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

E. If it becomes necessary for review, audit, or verification purposes, GDUCI shall allow City to inspect applicable, confidential records.

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

G. GDUCI shall cause the Project Owner to establish and maintain a working relationship with City-designated job placement and employment organizations, including the Montgomery County Job Center, to assist with employment recruitment at the Project.

H. GDUCI shall cause the Project Owner to make every reasonable effort to hire residents of the City of Dayton to fill any new employment positions at the Project.

ARTICLE 5. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by City and it shall expire on December 31, 2023, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for GDUCI’s assets is appointed by a court of competent jurisdiction.

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

3. GDUCI’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of GDUCI to remedy such failure within thirty (30) days from the date of written notice from City.

4. GDUCI’s or the Project Owner’s violation of any applicable federal, state, or local law applicable to the Project and construction thereof.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, GDUCI desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to GDUCI hereunder, GDUCI shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, GDUCI shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive
termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION.

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

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

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

ARTICLE 9. RECORDS AND RETENTION.

GDUCI shall cause the Project Owner to use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project relating to the amounts for which GDUCI will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, GDUCI shall make available, and cause the Project Owner to make available, to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. GDUCI shall permit, and cause the Project Owner to permit, City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.
All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by GDUCI and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, GDUCI shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

ARTICLE 10. TAX REPRESENTATION.

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

ARTICLE 11. GENERAL PROVISIONS.

A. **Conflict of Interest.** GDUCI represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. GDUCI further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

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

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.
F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by GDUCI.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

**For City:**
Veronica Morris  
Department of Economic Development  
City of Dayton  
P.O. Box 22, 101 W. Third Street  
Dayton, OH 45401

**For GDUCI:**
Lela Klein  
GDUCI Community Development Corporation  
840 Germantown Street  
Dayton, Ohio 45402

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

I. **Independent Contractor Status.** By executing this Agreement, GDUCI acknowledges and agrees that it will be working with City as an “independent contractor.” As an independent contractor for the City, GDUCI shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. GDUCI 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.

GDUCI, its employees, and any approved subcontractor performing 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. Further, GDUCI shall be responsible to withhold and pay, or cause such agents and subcontractor to withhold and pay, all applicable local, state and federal taxes.

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

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*
IN WITNESS WHEREOF, City and GDUCI, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

GREATER DAYTON UNION COOPERATIVE INITIATIVE

By: [Signature]
Print name: Matthew Curry
Its: President

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

__________________________, 2020
Min. / Bk. _______  Pg. _______

Clerk of the Commission

Acknowledged and agreed to by Project Owner:

COMMUNITY MARKET PARTNERS QALICB, LLC

By: [Signature]
Print name: Lisa Stempler
Its: Interim President & COO
EXHIBIT A

City of Dayton
Department of Economic Development
Request for Disbursement

DATE __________ VENDOR/ORGANIZATION __________________________________

AMOUNT REQUESTED __________

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

_____ The amount for which reimbursement is sought indirectly paid for project costs that were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

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

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

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

_____ The project is “completed” if required. Evidence of completion of the project (photos, Certificate of Use and Occupancy, etc.) is attached hereto.

_____ All job creation and retention requirements if applicable have been met or are on track to be met. (Detail job creation and retention requirements and status thereof below if appropriate.)

ADDITIONAL INFORMATION:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

Submitted by:

Signature: ____________________________

Title: ________________________________

Phone: _______________________________

Email: ________________________________

Alternative contact for further information if applicable:

______________________________  ______________________________
Name                          Title

______________________________  ______________________________
Email                         Phone
Gem City Market
Map—324 Salem Avenue
City Manager’s Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Omega Community Development Corporation
Address 1800 Harvard Boulevard
Dayton, OH 45406

Date January 22, 2020
Expense Type Development Agreement
Total Amount $350,000.00 thru 12-31-2023

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>NW Dayton Redevelopment Fund</td>
<td>22504-2600-1224-41</td>
<td>$350,000.00</td>
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</table>

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

Description

Development Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Omega Community Development Corporation ("Company"). The Agreement will provide $350,000.00 to Company in the form of a grant to assist with the engineering, architectural, construction management, financial advisory, and legal services related to the development and/or construction of a facility; as well as the furnishing and equipping of the facility that will be located at 1816 Harvard Boulevard.

Company plans to construct, equip, and furnish the Hope Center for Families, which will support a two-generation community service facility that will positively impact the health, welfare, and economic prosperity of Northwest Dayton. This transformative project leverages $11,000,000.00 in new construction to the Dayton View Triangle neighborhood.

The Agreement will commence upon execution and expire on December 31, 2023.

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

A map and a Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tbody>
<tr>
<td>Contract Start Date</td>
<td>upon execution</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/23</td>
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<td>Original Commission Approval</td>
<td>$ 350,000.00</td>
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<td></td>
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<td>Remaining Commission Approval</td>
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<td>Increase Encumbrance</td>
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<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

NO DRAFT DOCUMENTS PERMITTED

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

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<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Omega Community Development Corporation
Vendor Address: 1800 Harvard Boulevard, Dayton, Ohio 45406
Federal ID: 311561713
Commodity Code: 91849
Purpose: A grant by the City of Dayton to provide support for the expenses actually incurred by Omega Community Development Corporation for the engineering, architectural, construction management, financial advisory, and legal services related to the development and construction of the Hope Center for Families, a facility to be located at 1816 Harvard Boulevard, Dayton, Ohio 45406, and the furnishing and equipping of the facility.
Contact Person: Jill Bramini
Economic Development Department/Division: 1/16/2020
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: 01/17/2020
CP Prepared by: 01/16/2020
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between Omega Community Development Corporation, a not-for-profit corporation located at 1800 Harvard Boulevard, Dayton, Ohio 45406 ("Omega"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to improve the health, welfare, and economic prosperity of the residents of Dayton, and Omega has entered into a long-term lease of real property within the Harvard Campus in the Dayton View neighborhood in Northwest Dayton on which it desires invest approximately Eleven Million Dollars and Zero Cents ($11,000,000.00) to construct, equip, and furnish the Hope Center for Families project, (the "Project"), which will support a two-generation community service facility that will positively impact the health, welfare, and economic prosperity of Dayton residents; and,

WHEREAS, The Project furthers the goals of the Master Plan for the Harvard Campus which the City adopted in 2012; and,

WHEREAS, Omega has requested funding assistance from the City for the Project, and the City finds it beneficial and in the best interests of the community to provide support for the Project as defined herein under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Affiliate. The Hope Center for Families, an Ohio nonprofit corporation formed for the purpose of assisting in the financing of the Facility using new markets tax credits, owning the Facility and entering into a Master Lease for the Facility with Omega.

Development Grant. A grant provided hereunder by the City of Dayton for the purpose of improving the health, welfare, and economic prosperity of Dayton residents.

Eligible Project Costs. The expenses actually incurred by Omega or the Affiliate for: (i) the engineering, architectural, construction management, financial advisory, and legal services related to the development and/or construction of the Facility; and (ii) the furnishing and equipping of the Facility, including fixtures therein.

Facility. Approximately twenty-seven thousand (27,000) square feet of newly constructed community services space located on the Harvard Campus at or about 1816 Harvard Boulevard, Dayton, Ohio 45406, and commonly known as the Hope Center for Families.
ARTICLE 2. PROJECT.

Collectively, Omega and the Affiliate will invest approximately Eleven Million Dollars and Zero Cents ($11,000,000.00) to finance, construct, equip, and furnish the Project. The parties contemplate that the Project will house services provided by multiple organizations including, without limitation, Dayton Children’s Hospital; Sinclair College; Mini University, Inc.; and Omega; and that these services will improve the public health, education, and economic well-being of Dayton residents.

Omega shall commence the Project within one hundred eighty (180) days of Agreement execution and complete the Project on or before December 31, 2021, unless such commencement and/or completion date(s) is/are extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide Omega a Development Grant in an amount of Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00), subject to Omega providing evidence of sufficient Eligible Project Costs to support such amount (the “Project Grant”).

Omega is solely responsible for any and all costs and other expenses in excess of the funding provided by City hereunder. Omega shall comply with all applicable laws and regulations and pay, if applicable, state and local prevailing wage rates.

Omega shall use the Project Grant for reimbursement of Eligible Project Costs actually and directly incurred by Omega or the Affiliate. Omega shall submit its initial Request for Disbursement of the Project Grant within one hundred eighty (180) days after commencing construction of the Facility, and no more frequently than monthly thereafter, utilizing a form substantially similar to that attached hereto and incorporated as Exhibit A. The Final Request for Disbursement shall be submitted no later than ninety (90) days following completion of the Project. All Requests for Disbursement shall include documentation setting forth the Eligible Project Costs for which Disbursement of the Project Grant is requested. This documentation shall include the total amount of the disbursement requested, details regarding the work and/or services performed, evidence of payment of the Eligible Project Costs, and such records, information, and/or documentation to substantiate the Eligible Project Costs. Appropriate City personnel will verify the Eligible Project Costs. Unless disputed, City will disburse payment within forty-five (45) days from receipt of the Request for Disbursement.

ARTICLE 4. SPECIFIC CONDITIONS.

A. Omega shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Omega shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or
repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Omega agrees that the City’s Procurement Enhancement Plan ("PEP") participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women’s Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the Project. The PEP participation goals are:

<table>
<thead>
<tr>
<th>Total PEP (SBE) Participation:</th>
<th>20%</th>
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<tbody>
<tr>
<td>MBE:</td>
<td>12% sub-contracting goal</td>
</tr>
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</table>

C. Counting Toward Goals.

(i) To count toward the Project’s PEP Participation Goals, a company contracting on the Project must be certified with the City’s Human Relations Council ("HRC") and must be certified to perform the proposed subcontracted work. The City encourages Omega and Omega’s construction contractors to review the list of PEP-certified companies at https://citybots.com/Home/Links (click on the “PEP Certification List” button) and to obtain a copy of each PEP-certified firm’s Certification Letter.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company’s PEP certification date shall count toward the Project’s PEP Participation Goals. If a company’s PEP certification expires, only the portion of work performed while the company’s PEP certification was active shall count toward the Project’s PEP Participation Goals.

(iii) For each PEP-certified firm, Omega or Omega’s construction contractor shall submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP firm’s contract or subcontract, and the dollar amount to be counted toward the Project’s PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm’s participation within five (5) business days. A verified PEP firm’s participation shall be counted in every category (i.e., SBE, MBE, WBE, and/or DLSB) in which the firm is certified.

D. Omega expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

E. If it becomes necessary for review, audit, or verification purposes, Omega shall allow City to inspect applicable, confidential records.

F. Omega agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.
G. Omega shall establish and maintain a working relationship with City-designated job placement and employment organizations, including the Montgomery County Job Center, to assist with employment recruitment at the Facility.

H. Omega shall make every reasonable effort to hire residents of the City of Dayton to fill any new employment positions at the Facility.

ARTICLE 6. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by City and it shall expire on December 31, 2023, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Omega’s assets is appointed by a court of competent jurisdiction.

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

3. Omega’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Omega to remedy such failure within thirty (30) days from the date of written notice from City.

4. Omega’s violation of any applicable federal, state, or local law applicable to the Project and construction thereof.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Omega desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Omega hereunder, Omega shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Omega shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Omega shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Omega will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Omega shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Omega shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

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

ARTICLE 11. TAX REPRESENTATION.

Omega certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Omega is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Omega currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; or Omega filed a petition in bankruptcy under 11 U.S.C. Section 101, et seq., or such a petition has been filed against Omega. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
ARTICLE 12. GENERAL PROVISIONS.

A. **Conflict of Interest.** Omega represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Omega further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

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

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Omega.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

   **For City:**
   Veronica Morris  
   Department of Economic Development  
   City of Dayton  
   P.O. Box 22, 101 W. Third Street  
   Dayton, OH 45401

   **For Omega:**
   Rev. Vanessa Ward  
   Omega Community Development Corporation  
   607 East Third Street  
   Dayton, Ohio 45402

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

I. **Independent Contractor Status.** By executing this Agreement, Omega acknowledges and agrees that it will be working with City as an “independent contractor.” As an independent contractor for the City, Omega shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Omega 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.

Omega, its employees, and any approved subcontractor performing 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. Further, Omega shall be responsible to withhold and pay, or cause such agents and subcontractor to withhold and pay, all applicable local, state and federal taxes.

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

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*
IN WITNESS WHEREOF, City and Omega, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

OMEGA COMMUNITY DEVELOPMENT CORPORATION

By: ____________________________

Print name: ____________________________

Its: ____________________________

CITY OF DAYTON, OHIO

____________________________________
City Manager

____________________________________
Date

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

___________________________, 2020

Min. / Bk. ______  Pg. ______

____________________________________
Clerk of the Commission
EXHIBIT A

City of Dayton
Department of Economic Development
Request for Disbursement

DATE ___________ VENDOR/ORGANIZATION __________________________

AMOUNT REQUESTED ___________

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

_____ The expenses for which reimbursement is sought or which, if applicable, comprise project costs that are the basis of calculating the Reimbursement Percentage, were actually incurred as established by the attached documentation. (In the case of improvements to real property, these would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

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

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

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

_____ The project is "completed" if required. Evidence of completion of the project (photos, Certificate of Use and Occupancy, etc.) is attached hereto.

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

ADDITIONAL INFORMATION:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3321529.2
For more information, please feel free to contact me unless another person is identified below.

Submitted by:

Signature: ____________________________

Title: ________________________________

Phone: ______________________________

Email: ______________________________

Alternative contact for further information if applicable:

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<th>Name</th>
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</table>
Omega (Hope Center for Families)
Map—1816 Harvard Blvd.
MEMORANDUM OF UNDERSTANDING (MOU) FOR FINANCIAL SUPPORT FOR 2020 FREEDOM SCHOOLS

Recreation and Youth Services is requesting approval to enter into a Memorandum of Understanding (MOU) with the United Way of the Greater Dayton Area (UWGDA) for the provision of up to five (5) Children’s Defense Fund (CDF) Freedom Schools in Dayton during the summer of 2020. The UWGDA will act as the fiscal and administrative agent for the Freedom School programs on behalf of the City of Dayton, The Children’s Defense Fund, and partnering organizations. The MOU will commence upon execution by the City and terminate on October 31, 2020.

The CDF Freedom Schools program provides summer enrichment that helps children fall in love with reading and generate positive attitudes toward learning. Children are taught using a model curriculum that supports the five (5) essential components: high quality academic enrichment, parent and family involvement, civic engagement and social action, intergenerational leadership development, nutrition, health and mental health.

Community partners offering financial support of the 2020 Freedom Schools include Alcohol, Drug Addiction, and Mental Health Services (ADAMHS) of Montgomery County, Montgomery County Job and Family Services (MCJFS), United Way of the Greater Dayton Area (UWGDA), Montgomery County Human Services Planning and Development (MCHSPD), and Dayton Public Schools, in addition to the City of Dayton.

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

A Certificate of Funds in the amount of $30,000.00 is attached.

Signature/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- New Contract
- Renewal Contract
- Change Order

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<tr>
<td>x Initial City Manager’s Report</td>
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<td>x Initial Certificate of Funds</td>
</tr>
<tr>
<td>x Initial Agreement/Contract</td>
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<td>$30,000.00</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$30,000.00</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
</tbody>
</table>

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

Amount: $30,000.00

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</thead>
</table>

| Amount: | |
| Fund Code | XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALs

Vendor Name: United Way of Greater Dayton Area

Vendor Address: 33 West First Street Dayton OH 45402

Federal ID: 310536658

Commodity Code: 95243


Contact Person: Meredith Weber x1735

Recruitment and Youth Services

1/6/2020

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:

CF Prepared by:

Finance Department
MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED WAY OF THE GREATER DAYTON AREA AND
THE CITY OF DAYTON

This Memorandum of Understanding ("MOU") is between the United Way of the Greater Dayton Area ("UWGDA") and the City of Dayton ("City").

WITNESSTH THAT:

WHEREAS, the City desires to provide funding for the operation of up to five Children's Defense Fund ("CDF") Freedom Schools® in Dayton, Ohio, during the summer of 2020; and,

WHEREAS, UWGDA is able and willing to manage and administer the funds provided by the City.

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

SECTION I. TERM

This MOU shall commence __________of____________________, 2020, and shall terminate upon expenditure of all funds provided herein or on October 31, 2020, whichever date is earlier.

SECTION II. DESCRIPTION AND ROLES

The total remuneration in this MOU by the City shall not exceed THIRTY THOUSAND DOLLARS ($30,000.00) ("Funds"). UWGDA shall use Funds solely for expenses associated with operating up to five CDF Freedom Schools, in Dayton, Ohio. Specifically, UWGDA shall use TEN PERCENT (10%) of the Funds for its administration and management of the Funds and CDF Freedom Schools and shall re-grant the remaining NINTY PERCENT (90%) of the Funds to up to five CDF Freedom Schools located in Dayton, Ohio. UWGDA shall distribute funds in accordance with the terms of this MOU.

SECTION III. INDEMNITY

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

SECTION IV. RECORDS AND ACCESS TO RECORDS

UWGDA shall maintain records of how, to whom, and the purpose of the Funds being dispersed. The City shall have access to all of UWGDA's relevant records when requested. Both parties shall maintain financial records, supporting documents, and reports necessary to reflect the performance required under the MOU.
SECTION V. ENTIRE AGREEMENT

This MOU supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No changes, alterations, modifications, additions, qualifications, or amendments to the terms of the MOU shall be made except upon written agreement of the parties.

SECTION VI. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All activities under the MOU shall be in accordance with laws and regulations governing activities of Internal Revenue Services designated 501(c) 3 organizations. Funds received under the MOU will only be used for the activities listed. It is clearly understood by both parties that no Funds received under this MOU will be used for purposes of lobbying or to support specific legislation.

SECTION VII. TERMINATION

The City may terminate or suspend performance of this MOU for the City’s convenience upon sending thirty (30) days written notice to UWGDA.

SECTION VIII. GOVERNING LAW

This MOU 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 MOU or the performance of this MOU by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

SECTION IX. EQUAL EMPLOYMENT OPPORTUNITY

UWGDA 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, promotion, 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.

SECTION X. INDEPENDENT CONTRACTOR

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

UWGDA, its employees, and any persons retained or hired by UWGDA 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, UWGDA 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.
UWGDA acknowledges that its employees and any other persons retained or hired by the UWGDA are not the City’s public employees. City shall not be responsible for any payments or other duties required by the Ohio Public Employees Retirement System (“OPERS”) for UWGDA’s employees or persons retained or hired by Contractor. Contractor shall be solely responsible for any contributions or obligations concerning OPERS that arise from the performance of this Agreement.

SECTION XI. POLITICAL CONTRIBUTIONS

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

SECTION XII. AMENDMENT

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

IN WITNESS WHEREOF, this MOU has been made and interchangeably executed by the parties hereto in duplicate originals.

UNITED WAY OF THE GREATER DAYTON AREA

By: __________________________

Title: President & CEO

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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

___________________________, 2020

Min. / Bk. _______ Pg. _________

Clerk of the Commission
A RESOLUTION

To Vacate Alley North of West Second Street from North Conover Street to the Railroad Right of Way.

WHEREAS, The vacation of the alley north of West Second Street from North Conover Street to the Railroad Right of Way as described herein will enable the abutting property owners to safeguard this property; and,

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley north of West Second Street from North Conover Street to the Railroad Right of Way more particularly bounded and described in as follows:

Being all of the 16.5 foot the alley north of West Second Street from the 40 foot North Conover Street to the 60 foot Railroad Right of Way.

Adopted by the Commission .................................................., 2020

Signed by the Mayor ............................................................, 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
January 10, 2020

TO: Shelley Dickstein  
    City Manager  

FROM: Keith Steeber, City Engineer  
       Division of Civil Engineering

SUBJECT: The Vacation of the Alley North of West Second Street from North Conover Street to the Railroad Right of Way

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21457 requesting the vacation was received from Synergy Building Systems on December 13, 2019. The vacation will enable the abutting property owner to safeguard this property.

If you have any additional questions, please contact me at 3838.

JRW

Attachments

cc: Mr. Parlette  
    Ms. Clements  
    Department of Planning  
    Department of Law  
    Clerk of Commission  
    Secretary / Board of Revision of Assessments
Alley North of West Second Street from North Conover Street to the Railroad
Right of Way

Checked 10/31/19 by Joseph Weinel

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November 15, 2019

Mr. John Cummiskey  
Greater Dayton RTA  
4 South Main Street  
Dayton, OH 45402

Re: PLN2019-00598 – Public Way Vacation: Alley North of West Second Street from North Conover Street to the Railroad Right-of-Way

Meeting Date: November 12, 2019  
Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary  
City Plan Board

c: Decision Memorandum Distribution List
ALLEY NORTH OF W SECOND ST, WEST OF N CONOVER ST
PUBLIC RIGHT-OF-WAY VACATION
OFFICE OF CLERK OF COMMISSION

Date December 13, 2019

To the City Manager:

At a meeting of the City Commission held on December 11, 2019, the following matter was referred to you for appropriate disposal or for specific action as indicated:

Petition - alley vacation for alley north of West Second Street from North Conover Street to Railroad Right of Way.

RTA
Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

Documents attached:

Petition #21457

Please note above which is re-referred for action as indicated below:

1. To comply.
2. To investigate and report with recommendation.
3. To dispose, no report necessary.
4. 

RETURN ALL DOCUMENTS
(4 Copies—City Manager's File, 1; Department Head, 1; Division Head, 1; City Clerk, 1)
Petition for Vacation

To the Commission of the City of Dayton:
We, the undersigned, owners of property abutting on

Alley North of West Second Street

do hereby petition the Commission of the City of Dayton to vacate

Alley North of West Second Street from

North Conover Street to

Railroad Right of Way and each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

1. NAME OF OWNER Greater Dayton Regional Transit Authority TITLE Chief Executive Officer

SIGNATURE

MAIL ADDRESS 4 South Main Street, Dayton, Ohio 45402 LOT NUMBER 9265, 9266, 9267, 9268, 7184, 7183, 7182

2. NAME OF OWNER

SIGNATURE

MAIL ADDRESS LOT NUMBER

3. NAME OF OWNER

SIGNATURE

MAIL ADDRESS LOT NUMBER

4. NAME OF OWNER

SIGNATURE

MAIL ADDRESS LOT NUMBER
PETITION
-For-
Vacation of

Alley North of West Second Street

__________________________________________ Street

From North Conover Street

__________________________________________ Street

To Railroad Right of Way

__________________________________________ Street

Minute Book_________ Page_______

Received and filed______________

Referred to

__________________________________________

5. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

6. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

7. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

8. NAME OF OWNER

SIGNATURE

MAIL ADDRESS
City of Dayton
City Plan Board

Decision Memorandum

November 15, 2019

Mr. John Cummiskey
Greater Dayton RTA
4 South Main Street
Dayton, OH 45402

Re: PLN2019-00598 – Public Way Vacation: Alley North of West Second Street from North Conover Street to the Railroad Right-of-Way

Meeting Date: November 12, 2019

Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Abigail Free at 937-333-3635 or abigail.free@daytonhoio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List
ALLEY NORTH OF W SECOND ST, WEST OF N CONOVER ST
PUBLIC RIGHT-OF-WAY VACATION
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE CITY OF DAYTON, OHIO, a municipal corporation of the State of Ohio, Grantor, for consideration received to its full satisfaction of Greater Dayton Regional Transit Authority, Grantee, whose tax-mailing address is P.O. Box 1301, Dayton, Ohio, 45401, does by these presents, GIVE, GRANT, REMISE, RELEASE AND FOREVER QUIT CLAIM unto the Grantee, its successors and assigns, all such right and title as the Grantor has or ought to have in and to the following described real estate:

As described in Exhibit “A” attached hereto.

Prior deed references: Microfiche 02-122761D, 02-66033D, 02-157159, 02-157160, 02-164D12, and 03-97971D, in the deed records of Montgomery County, Ohio.

Auditor’s Parcels 45, 46, 47, 51, 52, 53, 54, 55, 56, 57, R72-83-3-63.

This conveyance is subject to:

(1) Unpaid taxes and assessments that become due and payable on the next June or December installment following the delivery date of the deed;

(2) Such easements and restrictive covenants of record;

(3) Applicable zoning ordinances;

(4) The terms and conditions of a Development Agreement between the Grantor and the Grantee authorized by the Commission of the City of Dayton, Ohio, on June 12, 2002, by Resolution No. 5204-02.

(5) Grantee’s compliance with Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

With regard to use and development of the described real estate, the Grantee hereby covenants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, Vietnam Veteran status, national origin or place of birth, and with respect to employment upgrading, promotion or transfer, recruitment advertising, lay-off or termination, rates of pay or to other forms of compensation, and selection for training including apprenticeship.
TO HAVE AND TO HOLD the same with the appurtenances thereunto belonging to the Grantee, its successors and assigns, so that neither the Grantor, its successors and assigns, nor any other person claiming title through or under them, shall or will hereafter claim or demand any right or title to the aforesaid parcel of land, or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this 2nd day of December, 2004.

THE CITY OF DAYTON, OHIO

By ____________________________

City Manager

STATE OF OHIO

) SS:

COUNTY OF MONTGOMERY

On this 2nd day of December, 2004, before me, a Notary Public in and for said State, personally came the City of Dayton, Ohio, by ____________________________, its City Manager, who acknowledged the execution of said Deed to be his free and voluntary act and deed individually and as such officer on behalf of the City of Dayton, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

______________________________
Notary Public

MARGARET L. McPHERSON, Notary Public
In and for the State of Ohio
My Commission Expires 2-9-05

This instrument prepared by:

Lynn R. Donaldson
Assistant City Attorney
P.O. Box 22
Dayton, Ohio 45401

Instrument Number: 2005-00018272 Seq: 2
EXHIBIT “A”

Situate in the City of Dayton, County of Montgomery, and State of Ohio and being all of Lots Numbered 7179, 7180, 7181, 7182, 9267, 9268, and 83795 on the revised plat of said City; and also all those parts of Lots Numbered 7166, 7183, 7184, 9264, 9265, and 9266 on the plat of said City which lie east of the right-of-way of the Dayton and Western Railway Company, and/or the Pennsylvania Railroad, and their respective successors and assigns.

Together with a vacated alley running from the west line of Conover Street to the east right-of-way line of Penn Railroad and lying south of Lots Numbered 9266, 9267, and 9268.

Together with all of the vacated 30 foot alley north of West First Street from the 16.5 foot alley west of Conover Street to the 60 foot Baltimore and Ohio Railroad and all of the vacated 16.5 foot alley west of Conover Street from the 50 foot West First Street to the 50 foot Edison Street, vacated by City of Dayton Ordinance No. 30393-04, passed on October 27, 2004.

Instrument Number: 2005-00018272 Seq: 3
PAY IN ORDER

Department/Division: City Commission Office

Pay in No.: 01-89

Total Pay In Amount: 150.00

Date: December 13, 2019

From/Purpose: Alley Vacation

Amount(s): 150.00

Petition – Alley Vacation – for alley north of West Second Street from North Conover Street to Railroad Right of Way.

RTA
Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio  45402

Account Distribution(s)

10000-1200-29324-52

Amount(s)

150.00

Preparer’s Signature: [Signature]

FOR FINANCE USE ONLY:
Original signature
Must be on PINK copy
Per: Accounting & Treasury Manager

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD:
Preparer’s Record
GREATER DAYTON REGIONAL TRANSIT AUTHORITY
4 South Main Street
Dayton, Ohio 45402

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Total: $150.00

Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

ONE HUNDRED FIFTY AND 00/100 DOLLARS

PAY TO THE ORDER OF:

CITY OF DAYTON
DEPT OF PLANNING & COMMUNITY DEVELOPMENT
101 W THIRD STREET
PO BOX 22
Fifth Third Bank
Westown Ohio

PAY AMOUNT $150.00

VOID AFTER 60 DAYS

Mary L. Hantors
AUTHORIZED SIGNATURE

DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPINITING. BACK HAS THERMCHROMIC INK & A WATERMARK, HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

000341754
0042202196
7702934535

Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

CITY OF DAYTON
DEPT OF PLANNING & COMMUNITY DEVELOPMENT
101 W THIRD STREET
PO BOX 22
DAYTON, OH 45402-
A RESOLUTION

To Vacate the Alley North of East Third Street
From the Alley East of More Avenue to the East
Property Line of City Lot #30313.

WHEREAS, The vacation of the alley north of East Third Street from the alley east of More Avenue to the east property line of City Lot #30313 as described herein will enable the abutting property owners to safeguard this property; and,

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley north of East Third Street from the alley east of More Avenue to the east property line of City Lot #30313 more particularly bounded and described in as follows:

Being all of the 8 foot the alley north of East Third Street from the 16 foot alley east of More Avenue to the east property line of City Lot #30313.

Adopted by the Commission ..................................................., 2020

Signed by the Mayor ..............................................................., 2020

____________________________
Mayor, City of Dayton, Ohio

Attest:

____________________________
Clerk of the Commission

Approved as to form:

____________________________
City Attorney
January 10, 2020

TO:      Shelley Dickstein
          City Manager

FROM:    Keith Steeber, City Engineer
          Division of Civil Engineering

SUBJECT: The Vacation of the Alley North of East Third Street from the Alley East
          of More Avenue to the East Property Line of City Lot #30313

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a
letter from the City Plan Board recommending the vacation, and the original petition.
Please present the resolution to the City Commission for their action.

Petition No. 21456 requesting the vacation was received from Jerry Fletcher on
December 13, 2019. The vacation will enable the abutting property owners to
safeguard this property.

If you have any additional questions, please contact me at 3838.

JRW

Attachments

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

Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

Checked 12/31/19 by Joseph Weinel

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November 15, 2019

Mr. Jerry Fletcher
15 North Sperling Avenue
Dayton, OH 45403

Re: PLN2019-00592 – Public Way Vacation: Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

Meeting Date: November 12, 2019

Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

[Signature]
Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List
ALLEY NORTH OF E THIRD ST, WEST OF SPERLING AVE
PUBLIC RIGHT-OF-WAY VACATION
OFFICE OF CLERK OF COMMISSION

To the City Manager:

At a meeting of the City Commission held on December 11, 2019, the following matter was referred to you for appropriate disposal or for specific action as indicated:

Petition - alley vacation - alley north of East Third Street from alley East of More Avenue to East Property Line of City Lot Number 3031

Jerry Ray Fletcher
Gloria A. Fletcher
15 N. Sperling Avenue
Dayton, OH 45403

Documents attached:

Petition No. 21456

P. L. N. 21456

PLEASE RETURN TO THIS OFFICE

OFFICE OF THE CITY MANAGER

To

Date

Please note above which is re-referred for action as indicated below:

1. To comply.
2. To investigate and report with recommendation.
3. To dispose, no report necessary.
4. 

RETURN ALL DOCUMENTS

(4 Copies—City Manager's File, 1; Department Head, 1; Division Head, 1; City Clerk, 1)
Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Alley North of East Third Street

do hereby petition the Commission of the City of Dayton to vacate

Alley North of East Third Street

Alley East of More Avenue

East Property Line of City Lot #3031

and each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

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<th>3. NAME OF OWNER</th>
<th>Kathy E. Spears</th>
<th>TITLE</th>
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<tr>
<td>SIGNATURE</td>
<td>Kathy E. Spears</td>
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<tr>
<td>MAIL ADDRESS</td>
<td>3409 E Third St</td>
<td>LOT NUMBER 30313</td>
</tr>
<tr>
<td></td>
<td>Dayton, OH 45403</td>
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<td>LOT NUMBER</td>
</tr>
</tbody>
</table>
November 15, 2019

Mr. Jerry Fletcher  
15 North Sperling Avenue  
Dayton, OH 45403

Re: PLN2019-00592 – Public Way Vacation: Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

Meeting Date: November 12, 2019 Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary  
City Plan Board

c: Decision Memorandum Distribution List
ALLEY NORTH OF E THIRD ST, WEST OF SPERLING AVE
PUBLIC RIGHT-OF-WAY VACATION
PAY IN ORDER

Department/Division: City Commission Office
Pay in No.: 01-90

Total Pay In Amount: 150.00
Date: December 13, 2019

From/Purpose: Alley Vacation
Amount(s): 150.00

Petition – Alley Vacation – alley North of East Third Street from alley East of More Avenue to East Property Line of City Lot #3031

Jerry Ray Fletcher
Gloria Fletcher
15 N. Sperling Avenue
Dayton, Ohio 45403

Account Distribution(s)

10000-1200-29324-52

Amount(s)

150.00

Preparer’s Signature:

FOR FINANCE USE ONLY:
Original signature
Must be on PINK copy

Per: Accounting & Treasury Manager

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD:
Preparer’s Record
PAY TO THE ORDER OF
Gloria A. Fletcher
15 N SPERLING AVE.
DAYTON, OH 45403

12-8-19

$150.00

one hundred fifty 1-50

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

BACK