CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **FEBRUARY 18, 2026**

6:00 P.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11, and 13 with the Clerk of the Commission. (Sign-up sheets at the 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. Presentations: **N/A**
12. Public Hearing: **N/A**
13. Discussion Item: **N/A**
14. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets are available in the lobby of City Hall
15. Comments by City Manager
16. Comments by the City Commission
17. Work Session: **N/A**
18. 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:**

AVIATION

A1. DXP Enterprises, Inc. (lift station assessment, repairs and maintenance services as needed through 12/31/26) **$80,000.00**

1. (cont'd):

A2. Dehaai Industrial Sales & Services, Inc., dba Bobcat of Dayton (one Bobcat UW56 and additional attachments) **$81,999.61**

A3. Roby Services LTD (janitorial supplies as needed through 12/31/26) **$70,000.00**

FIRE

B1. Penn Care, Inc. (one Braun chief XL ambulance – Ford F-550 chassis, 4x4, diesel) **$374,802.00**

B2. White Allen Chevrolet, Inc. (four 2026 Chevrolet Traverse AWD LT vehicles) **$161,980.00**

INFORMATION TECHNOLOGY

C1. ATC of Ohio LLC (professional services to manage implementation of new City-wide phone system) **$145,260.00**

PLANNING, NEIGHBORHOODS & DEVELOPMENT

D1. Erie Environmental LLC (asbestos abatement and removal remediation) **$100,000.00**

D2. H and H Environmental (asbestos abatement and removal remediation) **$100,000.00**

D3. Lepi Enterprises Inc. (asbestos abatement and removal remediation) **$100,000.00**

POLICE

E1. Vance Outdoors Inc. (police body armor and related items) **$200,501.25**

WATER

F1. SHI International Corp (Commvault cloud backup maintenance and support through 12/31/28) **$329,564.20**

F2. Univar Solutions USA, Inc. (bulk hydrochloric acid solution as needed through 12/31/28) **$600,000.00**

-Departments of Aviation, Fire, Information Technology, Planning, Neighborhoods & Development, Police, and Water.

Total: **$2,344,107.06**

Service Agreements:

2. **Northeast Churches Emergency Center Inc. – Grant Agreement** – to provide grant funding for the renovation of the City-owned building located at 1404 Webster Street – Department of City Manager's Office/Sustainability.

$71,290.00
(Thru 12/31/26)

3. **Progress Software Corporation – Contract Modification** – Fifth Amendment for licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS) – Department of Police/Director's Office.
$84,221.68
(Thru 12/31/26)

4. **Shook Construction Co. – Contract Modification** – First Amendment to establish the Early Work Package (EWP) Allowance for the Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment Project – Department of Water/Water Supply and Treatment. **$22,000,000.00**
(Thru 06/30/32)

5. **130 West Second Street LLC – Contract Modification** – Ninth Amendment to Lease Agreement for Space at 130 West Second Street – Department of Public Works/Facilities Management. **$186,888.24**
(Thru 12/31/26)

B. Awards of Contract:

6. **AKA Construction, Inc – Award of Contract** – One Stop Restroom Renovation Phase 1 Re-Bid #2 (10% WBE Participation Goal/13.79% WBE Participation Achieved) & (5% SBE Participation Goal/13.79% SBE Participation Achieved) (Federal CDBG Funds) – Department of Public Works/Facilities Management.
$489,859.48
(Thru 12/31/28)
7. **e-Plan, Inc. dba, e-PlanSoft, Inc. – Award of Contract** – to implement an Electronic Document Review system integrated with the City's Accela platform – Department of Planning, Neighborhoods & Development/Community Development. **$67,457.40**
(Thru 12/31/26)
8. **Ohio Technical Services, Inc. – Award of Contract** – Residential Asbestos Abatement & Remediation Services Agreement Community Development Block Grant (CDBG) ALN 14.218 – Department of Planning, Neighborhoods & Development/Building Services. **$750,000.00**
(Thru 12/31/27)

D. Development Agreement:

9. **Horenstein, Nicholson & Blumenthal, LPA – Development Agreement** – for interior and exterior building improvements, electrical, plumbing, and HVAC systems, machinery and equipment, and furniture and fixtures – Department of Planning, Neighborhoods and Development/Development. **$350,000.00 (Thru 12/31/29)**

IV. LEGISLATION:

Ordinance – First Reading

10. **No. 32177-26** Appropriating Funds for the Year 2026 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

Resolutions – First Reading

11. **No. 6917-26** Declaring the Intention of the Commission to Vacate the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.

12. **No. 6918-26** Declaring the Intention of the Commission to Vacate the Vicksburg Street from Maywood Avenue to Maywood Avenue.

VI. MISCELLANEOUS:

ORDINANCE NO. 32178-26

RESOLUTION NO. 6919-26

IMPROVEMENT RESOLUTION NO. 3599-26

INFORMAL RESOLUTION NO. 1016-26

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

From 5380 - Finance/Procurement

Date February 18, 2026

Expense Type Purchase Order

Supplier, Vendor, Company, Individual

Total Amount $ 2,344,107.06

Name See Below

Address See Below

2026 Purchase Orders

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

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

Description

AVIATION

(A1) P0260812 – DXP ENTERPRISES, INC., CINCINNATI, OH

- Lift station assessment, repairs and maintenance services as needed through 12/31/2026.
- These goods and services are required to repair lift stations.
- DXP Enterprises, Inc. is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Aviation Operating Fund	51000-3220-1172-43	$80,000.00

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

AVIATION (CONTINUED)

(A2) P0260796 – DEHAAI INDUSTRIAL SALES & SERVICES, INC., dba BOBCAT OF DAYTON, DAYTON, OH

- One (1) Bobcat UW56 and additional attachments.
- This equipment is required for the daily operations of the Department and will replace unit #5556 which will be disposed of in the best interest of the City.
- Rates are in accordance with Sourcewell contracts #020223-CEC.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Aviation Operating Fund	51000-3222-1412-43	$81,999.61

(A3) P0260444 – ROBY SERVICES LTD, DAYTON, OHIO

- Janitorial supplies as needed through 12/31/2026.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 25016AD with pricing through 4/30/2026.
- This amendment increases the previously authorized amount of $23,000.00 by $70,000.00 for a total not to exceed $93,000.00 and therefore requires City Commission approval.
- Roby Services Ltd. qualifies as a PEP Certified and Dayton local entity.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Aviation Operating Fund	51000-3220-1301-43	$70,000.00

FIRE

(B1) P0260813 – PENN CARE, INC., NILES, OH

- One (1) Braun chief XL ambulance – Ford F-550 chassis, 4x4, diesel.
- This vehicle is required to support the daily operations of the Department and will replace unit #180700 which will be disposed of in the best interest of the City.
- Rates are in accordance with State of Ohio Term Schedule Contract #STS009362.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	General Capital Fund	40014-6330-1412-71	$374,802.00

FIRE (CONTINUED)

(B2) P0260801 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH

- Four (4) 2026 Chevrolet Traverse AWD LT vehicles.
- These vehicles are required to support the daily operations of the Department and will replace unit #752, 765, 2734 and 2799 which will be disposed of in the best interest of the City.
- Twenty-eight (28) possible vendors were solicited and four (4) bids were received. This order establishes a price agreement per IFB 26021Z with pricing options through 12/31/2026.
- White Allen Chevrolet, Inc., qualifies as a Dayton local entity.
- The Department of Fire recommends acceptance of the lowest and best bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	General Capital Fund	40014-6330-1412-71	$161,980.00

INFORMATION TECHNOLOGY

(C1) P0260787 – ATC OF OHIO LLC, LIBERTY TOWNSHIP, OH

- Professional services to manage implementation of new City wide phone system.
- These services are required to manage planning, design, configuration, testing, training and go-live for RingCentral and Five9.
- ATC of Ohio LLC is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	General Fund	10000-5560-1159-65	$145,260.00

PLANNING, NEIGHBORHOODS & DEVELOPMENT – HOUSING AND INSPECTIONS

(D1) P0260321 – ERIE ENVIRONMENTAL LLC, PORT CLINTON, OH

- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 26011AD with firm pricing through 2/28/2029.
- This amendment increases the previously authorized amount of $50,000.00 by $100,000.00 for a total not to exceed $150,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Special Projects	16022-2320-1174-32	$100,000.00

PLANNING, NEIGHBORHOODS & DEVELOPMENT – HOUSING AND INSPECTIONS
(CONTINUED)

(D2) P0260309 – H AND H ENVIRONMENTAL, TIFFIN, OH

- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 26011AD with pricing options through 2/28/2029.
- This amendment increases the previously authorized amount of $50,000.00 by $100,000.00 for a total not to exceed $150,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Special Projects	16022-2320-1174-32	$100,000.00

(D3) P0260310 – LEPI ENTERPRISES INC, ZANESVILLE, OH

- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 26011AD with pricing options through 2/28/2029.
- This amendment increases the previously authorized amount of $50,000.00 by $100,000.00 for a total not to exceed $150,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Special Projects	16022-2320-1174-32	$100,000.00

POLICE

(E1) P0260810 – VANCE OUTDOORS INC., COLUMBUS, OH

- Police body armor and related items.
- These goods are required to provide body armor for the Department of Police 121st and 122nd Recruiting Class and the replacement of expired equipment.
- Rates are in accordance with the State of Ohio Term Schedule Contract pricing #RSI012064
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	General Fund	10000-6250-1301-71	$200,501.25

WATER – WATER ENGINEERING

(F1) P0260791 – SHI INTERNATIONAL CORP, SOMERSET, NJ

- Commvault cloud backup maintenance and support through 4/15/2027.
- These services are required for the continued disaster recovery of enterprise backup data.
- Rates are in accordance with Sourcewell contract #121923-SHI.
- The Department of Water request authority of $220,000.00 through 12/31/2028.
- The Departments of Information Technology and Water recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Water Operating Fund	53000-3421-1164-54	$109,564.20
2027	Water Operating Fund	53000-3421-1164-54	$110,000.00
2028	Water Operating Fund	53000-3421-1164-54	$110,000.00

WATER – WATER RECLAMATION

(F2) P0260808 – UNIVAR SOLUTIONS USA, INC., CINCINNATI, OH

- Bulk hydrochloric acid solution as needed through 12/31/2026.
- These goods are required for odor control at the Water Reclamation Facility.
- Ten (10) possible vendors were solicited and four (4) bids were received. This order establishes a price agreement per IFB 26019JF with pricing options through 2/28/2029.
- The Department of Water requests additional authority of $450,000.00 through 12/31/2028.
- The Department of Water recommends acceptance of the lowest and best bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Sanitary Sewer Operating Fund	55000-3460-1316-54	$150,000.00
2027	Sanitary Sewer Operating Fund	55000-3460-1316-54	$200,000.00
2028	Sanitary Sewer Operating Fund	55000-3460-1316-54	$250,000.00

The aforementioned departments recommend approval of this order.

City Manager's Report

FOR CITY COMMISSION APPROVAL

2

From **2105 - CMO/Sustainability**

Date **February 18, 2026**

Expense Type **Grant Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$71,290.00 through 12/31/2026**

Name **Northeast Churches Emergency Center Inc.**

Address **359 Maryland Ave.**
Dayton, Ohio 45404

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue Fund	16804-2105-1159-51	$71,290.00

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

Description

Grant Agreement for Northeast Churches to renovate 1404 Webster Street

The Sustainability Office requests permission to enter into an Agreement with The Northeast Churches Emergency Center Inc. (NCEC) to provide grant funding for the renovation of the City-owned building located at 1404 Webster Street, Dayton, Ohio 45404, at a total project cost of $71,290.00 The Agreement will commence upon Commission approval and remain in effect until December 31, 2026, with no options for renewal. Funding will be provided from the Behr Thermal Plume Settlement Fund, established to support environmental and economic justice projects. On August 1st, 2025, the Planning, Neighborhoods & Development Department, with City Manager approval, executed an agreement to sell the building to the Northeast Churches Emergency Center.

The Agreement will enable the Grantee to continue operating a food pantry on the first floor of the building, serving thousands of residents annually. The Grantee will also renovate the second floor for lease to a nonprofit or small business and reserve meeting space for use by the McCook Field Neighborhood Association, Old North Dayton Neighborhood Association, Greater Old North Dayton Business Association, and the Behr/Valleycrest/Valley Pike Community Advisory Group. Renovations will include roof repair, parking lot repaving, and structural stabilization to maintain the building as a long-term community asset.

Since 2014, the Grantee has operated the food pantry at this location, utilizing the entire first floor for cold and dry storage, operations, and public service. The City is the recipient of approximately $94,192.54 from a class action lawsuit for property owners affected by the Behr Thermal Plume and has established the settlement fund to support environmental and economic justice initiatives. This project aligns with those goals and will directly benefit the McCook Field and Old North Dayton neighborhoods.

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

Signatures/Approval

Meg Maloney
Division

Department

T. Lashea Lofton
City Manager

Approved by City Commission

Clerk

Date

Updated 1/13/2025

CT26-4393

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	upon execution
Expiration Date	12/31/2026
Original Commission Approval	$ 71,290.00
Initial Encumbrance	$ 71,290.00
Remaining Commission Approval	$ -

Required Documentation

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

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

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

Amount: $ 71,290.00	Amount:
Fund Code 16804 - 2105 - 1159 - 51 - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Northeast Churches Emergency Center Inc. (NCEC)

Vendor Address: 359 Maryland Ave, (Street) Dayton, (City) OH (State) 45404 (Zipcode + 4)

Federal ID: 31-0493107

Commodity Code: 95236

Purpose:

Renovation of 1404 Webster Street, Dayton, Ohio 45404 for Old North Dayton community and food pantry

Contact Person: Meg Maloney, x3623 City Manager's Office - Sustainability (Department/Division) 1/28/2026 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] Finance Director Signature — 2/9/26 Date

Magatte Dwop CF Prepared by — 2/03/26 Date — CT26-4393 CF/CT Number

MEMORANDUM | DAYTON

DATE: January 28, 2026

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

FROM: Meg Maloney, Sustainability Manager M. Maloney
City Manager's Office

SUBJECT: Grant Agreement to The Northeast Churches Emergency Center Inc to renovate 1404 Webster Food Pantry.

The Sustainability Office requests permission to enter into a grant agreement with the Northeast Churches Emergency Center in support of its renovation of the building at 1404 Webster Street. On August 1st 2025, the Planning, Neighborhoods & Development Department, with City Manager approval, executed an agreement to sell the building to the Northeast Churches Emergency Center. The purpose of this grant agreement is to help fund renovations aimed at enhancing the building's functionality and improving operational efficiency.

Specifically, the grant will be used for roof repair, parking lot improvements, and structural stabilization, which are necessary to preserve the building as a neighborhood asset. The grantee has been using the building as a food pantry since 2014, serving thousands of residents annually.

The Grantee has purchased the building from the City to continue food pantry operations on the first floor and renovate the second floor for lease to a nonprofit or business. Meeting space will be reserved for neighborhood and community groups, including the McCook Field and Old North Dayton Neighborhood Associations and the Behr/Valleycrest/Valley Pike Community Advisory Group.

The term of the agreement begins upon execution and will run through December 31, 2026. Funding for this grant will come from a class action settlement that the City has received related to the Behr Thermal Plume. A fund was established from this settlement for environmental and economic justice projects that can only be used in the impacted neighborhood. Supporting this project aligns with the fund's purpose and benefits the broader community.

If you have additional questions, you can contact Lela Klein at x3608

Attachments

cc: Lela Klein

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered between The Northeast Churches Emergency Center Inc. (NCEC) an Ohio Not for Profit organization with a mailing address of 359 Maryland Ave, Dayton, OH 45404 ("Grantee"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to stimulate, promote and increase economic development activities that provide meaningful, long-term benefits and improvements for the city of Dayton in accordance with the *Dayton Forward: 2040 Comprehensive Plan*; and,

WHEREAS, the Grantee has been operating a food pantry out of a City-owned building at 1404 Webster Street, Dayton, Ohio 45404 since 2014, serving thousands of individuals each year, and utilizing the entire first floor of the building for its current operations, including both cold and dry food storage, operations, a public welcome/service area, and restrooms; and,

WHEREAS, Grantee has proposed to purchase the Building in order to continue to use the first floor for its current purposes, and to renovate the second floor to lease to a non-profit or business, while reserving meeting space for use by the McCook Field Neighborhood Association, the Old North Dayton Neighborhood Association, and the Greater Old North Dayton Business Association; and for the Behr, Valleycrest and Valley Pike Community Advisory Group (CAG), a group of volunteer residents impacted by the three Superfund sites in the 45404 zip code; and,

WHEREAS, renovations are needed to maintain the building as an asset to Claridge Park, the McCook Field Neighborhood, and the city as a whole, including roof repair, parking lot repaving and structural stabilization; and,

WHEREAS, The City is the recipient of approximately $94,192.54 in funding pursuant a class action lawsuit for property owners in the Behr Thermal Plume and has established a fund to be used for environmental and economic justice projects, including but not limited to, those involving sustainability, community engagement, utility rate litigation and education; and,

WHEREAS, City finds that this Agreement will benefit the community and desires to support the Grantee in carrying out the project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

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

Grant. An incentive grant provided hereunder by the City of Dayton for the purpose of environmental and economic justice, sustainability, community engagement, utility rate litigation and/or education.

Eligible Project Costs. The expenses actually incurred by Grantee for infrastructure, exterior improvements, parking lot, signage, and related costs for the Facility, excluding equipment and furnishings.

Facility. The existing building located at 1404 Webster Street, Dayton, Ohio.

Project. Grantee's purchase and renovation of the Facility for the Grantee to occupy and operate as a food pantry and community center, as identified in Attachment B, Scope of Work.

ARTICLE 2. PROJECT COMMITMENT.

Grantee will commit the entire grant amount to the rehabilitation and stabilization of the Facility. Grantee shall complete the Project by no later than December 31, 2026, unless such time for completion is extended upon mutual written agreement.

As further delineated herein, 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.

A. Grant Funding. City will provide Grantee a Development Grant ("Grant") in an amount not to exceed **Seventy One Thousand Two Hundred Ninety Dollars and Zero Cents** ($71,290.00). Grantee must present receipts to demonstrate Eligible Project Costs actually and directly incurred by Grantee during the term of this Agreement. Grant may be paid on an invoice basis as the Grantee incurs Eligible Project Costs after the effective date of the Agreement.

   Except as described below, the Grant is restricted to reimbursement of documented expenditures for Eligible Project Costs including infrastructure, site preparation, and related exterior improvements, with applicable permits, including parking, landscaping, and signage. Tangible personal property such as computers and transportation equipment such as forklifts are not eligible expenses.

B. Disbursement Process. The Development Grant shall be distributed in accordance with the disbursement process detailed herein. City's approval of the payment(s) shall be final, and shall not be appealable by Grantee, unless otherwise agreed in writing. The Grant shall become eligible for disbursement as follows:

   Grantee shall submit its "Request for Disbursement" of the Grant, utilizing a form substantially similar to that attached hereto and incorporated as Attachment A. Once the Project is underway, the Grantee shall submit architectural drawings of the building renovation and parking lot designs, along with a Request for Disbursement for an upfront disbursement of up to fifty percent (50%) of the Grant. The Grantee shall then submit invoices to receive the reimbursement of up to an additional thirty five percent (35%) of the grant. The remaining fifteen percent (15%) of the grant may be requested and disbursed upon obtaining a new Certificate of Use & Occupancy (CUO) for the building and upon submission of final invoices.

   Each Request for Disbursement shall include documentation setting forth the Eligible Project Costs. This documentation shall include the period during which the Project Costs and Eligible Project Costs were incurred, the total amount of the disbursement requested, details regarding the work performed, and such records, information, and/or documentation to substantiate Eligible Project Costs. Grantee

understands and agrees that it is responsible for retaining and compiling all supporting documentation related to the use of Grant funds.

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, except as noted below.

C. Withholding and Clawback of Grant. . If for any reason, the Project is not completed prior to the Termination date as described herein, the City reserves the right to withhold payment and/or demand repayment of the Grant funds from the Grantee, at the City's sole discretion, unless otherwise agreed in writing.

ARTICLE 4. SPECIFIC CONDITIONS.

A. Local Hiring. Grantee will also make every reasonable effort to ensure the contractors and/or all sub-contractors renovating the Facility make good faith efforts to hire residents of the city of Dayton to complete the Project.

B. PEP Participation. It is the City's commitment to encourage the greatest participation possible of Minority- and Women-owned, Small, and Local Businesses on all projects, joint agreements, and bid opportunities through City's Procurement Enhancement Program (PEP) and other initiatives.

Grantee and/or their contractors renovating the Facility shall make good faith efforts to hire qualified City of Dayton Human Relations Council (HRC) Procurement Enhancement Plan (PEP) certified contractors, and particularly those suppliers located in the city of Dayton, to complete work and services associated with the Project.

C. Grantee and Grantee shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of 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. Grantee and/or Grantee 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.

ARTICLE 5. TERM AND TERMINATION.

This Agreement shall commence upon execution by City and it shall expire on December 31, 2026, unless extended to a later date by amendment or earlier terminated as described herein. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Grantee's assets is appointed by a court of competent jurisdiction.
2. Grantee is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Grantee'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 Grantee to remedy such failure within thirty (30) days from the date of written notice from City.
4. Grantee'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, Grantee desire to terminate this Agreement.

In the event of termination prior to Project completion and Grant payment, Grantee shall be released from its obligations hereunder. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder. Any obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City.

ARTICLE 6. INDEMNIFICATION.

Grantee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all judgements, claims, losses, damages, and expenses (including reasonable attorneys' fees) for actions such as bodily injury, death, and physical damage to real or tangible personal property, to the extent that such judgements, 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 Grantee or its employees, agents, subrecipient(s), subcontractor(s), and representatives.

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of Grantee, nor will the City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of Grantee to perform its duties as set forth in this Agreement; nor will the City, by participating in meetings and consultations with Grantee and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains that of Grantee.

Regardless of completion of the Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Grantee 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.

Grantee affirms and certifies that they comply with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 9. RECORDS AND RETENTION.

Grantee 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 Grantee 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, Grantee 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. Grantee 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 Grantee 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, Grantee 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.

Grantee certifies that, as of the date of execution, they do not owe any delinquent taxes to the City of Dayton and/or delinquent taxes for which Grantee is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Grantee currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed. 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. Grantee 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. Grantee 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 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 Grantee.

The parties hereby agree that, at all times, Grantee shall be an independent contractor and not subject to control by the City, except as provided herein. As an independent contractor, the parties hereby agree that the relationship between the parties shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

Grantee understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Grantee further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS). As between the City and Grantee, Grantee is responsible to cause its agents, consultants, and sub-consultants to withhold and pay all local, state, and federal taxes.

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:
City of Dayton
Sustainability Office
City Manager's Office
101 W. Third Street
Dayton, OH 45402

For Grantee:
The Northeast Churches Emergency Center
Inc. 359 Maryland Ave
Dayton, OH 45404
Attn: David Schwendeman
dmschwendy@gmail.com

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

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect

the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

CITY OF DAYTON, OHIO

_____
City Manager

Date: _____

THE NORTHEAST CHURCHES EMERGENCY CENTER INC.

By: Doud Schuendeman

Title: TREASURER

Date: JAN. 23, 2026

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John

Digitally signed by Musto, John
Date: 2026.01.23 10:42:42 -05'00'

City Attorney

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

_____, 2026

Min. Bk.____ Pg____

_____
Clerk of the Commission

Attachment A

REQUEST FOR REIMBURSEMENT

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, 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 Division of Development if required. (This generally pertains to professional services agreements.)

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

ADDITIONAL INFORMATION:

_____

_____

_____

[Over]

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

Attachment B

SCOPE OF WORK

Renovation of 1404 Webster Street

- Roof repair
  - 2 sections Aluminum paint, 10 square foot rolled roof install, 28 square foot dimensional shingle replacement
- Parking lot
  - Repair 1,400 square yards of parking lot
- Second floor stabilization—renovate the second floor for occupancy and repair the front entrance stoop
  - Spot-replace damaged ceiling tiles
  - Spot-repair drywall
  - Paint
  - Replace broken windows
  - Install a new furnace/air conditioner
  - Renovate the restroom
  - Repair the front entrance/stoop
  - Construction expected to take 30 days

City Manager's Report
FOR CITY COMMISSION APPROVAL

9.

From 2105 - CMO/Sustainability

Date May 22, 2024

Expense Type Legal Settlement

Supplier, Vendor, Company, Individual

Total Amount $94,192.54

Name Behr Dayton Thermal Products, LLC

Address PO Box 59479
Philadelphia, PA 19102-9479

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue	16804-2105-1159-51	$94,192.54

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

Description

Class Action Settlement Agreement for the Behr Thermal Plume

The Sustainability Office, in partnership with the Department of Planning, Neighborhoods, and Development and the Department of Law, would like to accept funding from the Class Action Lawsuit for property owners in the Behr Thermal Plume for $94,192.54.

The Sustainability Office has established a fund for environmental and economic justice projects, including but not limited to, those involving sustainability, community engagement, utility rate litigation, and education. This initiative comes as a response to the contamination by trichloroethylene (TCE) and perchloroethylene (PCE) and related chemical contaminants, which have significantly impacted properties in the area.

The lawsuit, encompassing several legal actions dating back to 2008, highlights the extensive damage caused by the migration of contaminants from two facilities within the neighborhood. Plaintiffs have diligently pursued claims of property damage and environmental harm resulting from the negligent conduct of the defendants. The parties involved have reached a negotiated settlement of $9,000,000.00, of which $94,192.54 was awarded to the City of Dayton.

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

A copy of the Settlement is attached.

Signatures/Approval

M. Mahoney
Division

Department

C. LaShea Lytton
City Manager

Approved by City Commission

Regina D Blackshear
Clerk

5-22-24
Date

Updated 4/16/2024

MEMORANDUM | DAYTON

May 16, 2024

TO: Shelley Dickstein
City Manager

FROM: Meg Maloney, Sustainability Manager
Sustainability Office

M. Maloney

SUBJECT: Class Action Settlement Agreement for the Behr Thermal Plume

The Sustainability Office, in partnership with the Department of Planning, Neighborhoods, and Development and the Department of Law, would like to accept funding from the Class Action Lawsuit for property owners in the Behr Thermal Plume for $94,192.54.

The Sustainability Office has established a fund for residents and businesses to support environmental and economic justice projects, including but not limited to, those involving sustainability, community engagement, utility rate litigation, and education. This initiative comes as a response to the contamination by trichloroethylene (TCE) and perchloroethylene (PCE) and related chemical contaminants, which have significantly impacted properties in the area. The lawsuit, encompassing several legal actions dating back to 2008, highlights the extensive damage caused by the migration of contaminants from two facilities within the neighborhood.

The involved parties have arrived at a negotiated settlement of $9 million, of which $94,192.54 has been awarded to the City of Dayton. All property owners within the Behr Thermal Plume were informed of their eligibility to participate in the class and receive a payment. Additionally, the McCook Field Neighborhood Association conducted outreach and listening sessions to assist residents and businesses within the plume in applying for their settlement payment. If you have any further questions, please feel free to contact me at x3623.

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

A copy of the Settlement is attached.

Attachments

cc: Mary Faulkner, Veronica Morris, John Musto

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE BEHR DAYTON THERMAL PRODUCTS, LLC	:	CASE NO. 3:08-cv-00326-WHR
	:	
	:	(Judge Walter H. Rice)
	:	
	:	

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiffs Deborah Needham and Linda Russell, individually and on behalf of Settlement Class A defined herein; Plaintiffs Terry Martin and Nancy Smith, individually and on behalf of Settlement Class B defined herein; Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant; Aramark Uniform & Career Apparel, LLC; MAHLE Behr Dayton LLC; and MAHLE Behr USA, Inc. Subject to approval by the Court, the Parties hereby agree to the following terms in full settlement of the above-captioned Action.

I. CASE HISTORY AND PREAMBLE

1. This consolidated class action, filed by the aforementioned Plaintiffs on behalf of themselves and other similarly situated persons, alleges that residential, commercial, and tax-exempt properties in the McCook Field neighborhood of Dayton, Ohio have been contaminated because of exposure to trichloroethylene (TCE) and perchloroethylene (PCE) and related chemical contaminants. Plaintiffs alleged that this contamination has migrated through groundwater from two facilities in the McCook Field Neighborhood: (1) an automotive parts manufacturing facility located at 1600 Webster Street that was operated by Daimler Chrysler and Chrysler, LLC (predecessors in interest to nominal defendant Old Carco, LLC) from 1937–2002, and then from 2002 to the present by MAHLE Behr Dayton LLC (the "Chrysler-Behr Facility");[1] and (2) a property located at 1200

[1] Chrysler and Behr Dayton Thermal Products, LLC (now MAHLE Behr Dayton LLC) operated the

EXHIBIT 2

Webster Street operated as a commercial laundry owned and operated by Aramark or its predecessors in interest (the "Aramark Facility") (collectively, "the Facilities"). Plaintiffs further allege that, because of tortious conduct by the Defendants, PCE and TCE originating from the Facilities has infiltrated hundreds of homes and other buildings atop the overlapping plumes in the McCook Field Neighborhood through vapor intrusion, causing extensive property damage.

2. This action is the consolidation of three actions, each filed in 2008.[2] The first consolidated Master Class Action Complaint was filed on January 3, 2012. (ECF No. 118.) After a series of amendments to the Complaint, Plaintiffs filed a Third Amended Master Class Action Complaint (ECF No. 242) on March 4, 2015. It sought damages for injury to property and asserted causes of action for trespass, private nuisance, unjust enrichment, strict liability, negligence, negligence *per se*, battery, intentional fraudulent concealment, constructive fraud, negligent misrepresentation, and civil conspiracy.

3. In the Third Amended Master Class Action Complaint (ECF No. 242), Plaintiffs asserted claims on behalf of two classes, defined as follows:

a. "Chrysler-Behr Class: All persons who on or after April 1, 2006 owned property located within the Chrysler-Behr Class Area, which is geographically depicted by the yellow shaded area on Exhibit 1."

b. "Chrysler-Behr-Aramark Class: All persons who on or after April 1, 2006 owned property located within the Chrysler-Behr-Aramark Class Area, which is geographically depicted by the red shaded area on Exhibit 1."

Chrysler-Behr Facility pursuant to a joint venture agreement from 2002 to 2004.

[2] *See Martin, et al. v. Behr Dayton Thermal Products, LLC, et al.*, no. 3:08-cv-00326; *First Property Group Ltd., et al. v. Behr Dayton Thermal Products, LLC, et al.*, no. 3:08-cv-00329; *Spears, et al. v. Chrysler, LLC, et al*, no. 3:08-cv-00331.

4. The Court certified these classes pursuant to Federal Rule of Civil Procedure 23(c)(4) for resolution of the following issues:

(1) Each Defendant's role in creating the contamination within their respective Plumes, including their historical operations, disposal practices, and chemical usage;

(2) Whether or not it was foreseeable to Chrysler and Aramark that their improper handling and disposal of TCE and/or PCE could cause the Behr-DTP and Aramark Plumes, respectively, and subsequent injuries;

(3) Whether Chrysler, Behr, and/or Aramark engaged in abnormally dangerous activities for which they are strictly liable;

(4) Whether contamination from the Chrysler-Behr Facility underlies the Chrysler-Behr and Chrysler-Behr-Aramark Class Areas;

(5) Whether contamination from the Aramark Facility underlies the Chrysler-Behr-Aramark Class Area;

(6) Whether Chrysler and/or Aramark's contamination, and all three Defendants' inaction, caused class members to incur the potential for vapor intrusion; and

(7) Whether Defendants negligently failed to investigate and remediate the contamination at and flowing from their respective Facilities.

(ECF No. 274.)

5. After a lengthy period of additional discovery, an interlocutory appeal of the Court's class certification order (which was affirmed), and extensive dispositive motion practice, the Court granted summary judgment for Aramark on Issue 2; for all Defendants on Issue 3; and for Plaintiffs on Issues 4 and 5. (ECF No. 393.) Trial on the certified issues, alone, was set to begin October 31, 2022. *See* Notation Entry of October 11, 2022. The trial setting was vacated

given progress in settlement negotiations. *See* Minute Entry of October 20, 2022.

6. The Parties have engaged in protracted, arms-length, and good faith settlement negotiations with the aid of an experienced and knowledgeable mediator. This lengthy litigation has been very expensive for all parties and a trial on the certified issues would result in additional great expense given the complex factual disputes and involvement of multiple expert witnesses. Moreover, even if Plaintiffs were to succeed at the trial on the certified issues, the parties would still need to proceed to separate and/or bellwether trials on issues related to proximate causation, "fact of injury" and damages for each plaintiff or class member. Accordingly, the parties, believing that an appropriate settlement is best at this stage for all parties, underwent multiple days of mediation and have negotiated a settlement. During the fifteen years of litigation to date of this matter, the Parties conducted substantial discovery including but not limited to: the taking of approximately 20 depositions, many of which greatly exceeded the F.R.C.P. 30(d)(1) default of seven hours due to the complexity of this matter; the exchange of approximately 135,000 documents either within the Parties' possession or obtained through publicly available sources, amassing at least 538 gigabytes; the service of and response to multiple sets of written discovery; the proffer of approximately 15 expert reports and supplementations, some with attachments and exhibits exceeding thousands of pages; and the issuance of numerous subpoenas for non-party information.

7. On April 30, 2009, Chrysler LLC and certain domestic direct and indirect subsidiaries (collectively, "Old Carco") filed a voluntary petition for relief in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code (case no. 09-5002) (the "Bankruptcy Action"). *See* Notice of Plan Injunction, ¶ 1 (Doc. No. 122). On April 23, 2010, the Bankruptcy Court entered an Order Confirming the Second Amended Joint Plan of Liquidation of Debtors and Debtors in

Possession, as Modified (docket number 6875 in case no. 09-5002) (the "Confirmation Order"), with attached Second Amended Joint Plan of Liquidation ("Liquidating Plan"). *See id.,* ¶ 2 (Doc. No. 122). Pursuant to the Liquidating Plan, Old Carco was dissolved as of 11:59 p.m. Eastern Time on April 30, 2010. As such, Old Carco is participating in this matter solely as a nominal defendant and all actions involving Old Carco are subject to the Bankruptcy Action, and the terms of the Confirmation Order and the Liquidating Plan. Plaintiffs pursued Old Carco to see if applicable insurance could be reached; however, among other coverage and related issues, the targeted policy includes an as-yet unmet $5,000,000 self-insured retention.

8. Facing the prospect of years more of litigation, the Parties now desire to implement their negotiated resolution and to enter into a Settlement Agreement that is final and binding without the extraordinary expense and uncertainty of years of further litigation. If approved by the Court, after Notice and a Fairness Hearing, this Settlement Agreement will result in a Final Judgment incorporating the terms of the Settlement Agreement resolving all the pending claims between the Parties.

9. The Court has not made any finding that any Defendant is liable for the conduct alleged by Plaintiffs. Each Defendant expressly denies any wrongdoing whatsoever, denies the allegations in the operative Complaint, and denies Plaintiffs' right to prevail on any claims in the operative Complaint. Plaintiffs maintain the allegations of wrongdoing pled in the operative Complaint.

10. Neither this Settlement Agreement nor the Final Judgment shall constitute or be used in this or any other case or action as evidence of trespass, private nuisance, unjust enrichment, strict liability, negligence, negligence *per se*, battery, intentional fraudulent concealment, constructive fraud, negligent misrepresentation, or civil conspiracy, or any violation of any federal, state or local law, regulation, or order, or of any other form of actionable

misconduct or omission by Defendants. If for any reason the Settlement Agreement is not effectuated, no evidence of this Settlement Agreement or the contemplated Final Judgment shall be admissible for any purpose in this or any other action. Moreover, the Settlement Agreement shall not constitute an admission by Defendants as to any issue of fact or law related to the litigation, including, but not limited to, the suitability for class action treatment of these or any other claims under Federal Rule of Civil Procedure 23, if the Court does not grant Final Approval to this Settlement Agreement and the settlement contemplated herein. Defendants consent to the Court's approval of the Settlement Classes as proposed herein solely for settlement purposes on the terms established herein.

II. DEFINITIONS

When used in this Settlement Agreement, the following terms shall have the following meanings:

1. "Action" means the case currently styled *In re Behr Dayton Thermal Products, LLC*, Civil No. 3:08-cv-00326-WHR, pending in the United States District Court for the Southern District of Ohio.

2. "Answer" includes any and all Answers filed by any Defendant in the Action.

3. "Aramark" means Aramark Uniform & Career Apparel, LLC.

4. "Aramark Facility" means the commercial laundry facility owned and operated by Aramark, located at 1200 Webster Street in Dayton, Ohio.

5. "Chrysler-Behr Facility" means the automotive part manufacturing facility formerly owned and operated by Daimler Chrysler/Chrysler LLC, now owned and operated by MAHLE Behr Dayton LLC, located at 1600 Webster Street in Dayton, Ohio.

6. "Claim Form" means the form attached as **Exhibit A**, which a Class Member must complete and submit to obtain a share of the Settlement Fund according to the terms set forth herein and in any Order of the Court. To be effective, the Claim Form must be postmarked no later than 60 days after the Notice Date, and must comply with the requirements set forth in the proposed Notice, attached as **Exhibit B**.

7. "Claims Administrator" means RG/2 Claims Administration LLC, or such other claims administrator approved by the Court to administer the Settlement Agreement.

The Claims Administrator's contemplated services include, but are not limited to, providing Notice to potential members of the Settlement Classes, processing opt-outs and verifying property ownership information as needed, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, serving as "administrator" of the Settlement Fund within the meaning of Treasury Regulation section 1.468B-2(k)(3), and other tasks appropriate to effectuating the Settlement Agreement.

8. "Claims Administration Expenses" means the expenses incurred by the Claims Administrator in the administration of the Settlement Agreement, including but not limited to, expenses incurred in providing Notice to potential members of the Settlement Classes, processing opt-outs and verifying property ownership information, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, fees charged by the Escrow Agent, taxes and tax-related expenses, and any other costs reasonably incurred in administration of the Settlement Agreement. All such Claims Administration Expenses shall be paid from the Settlement Fund.

9. "Class Counsel" means, individually and collectively, JANET, JANET & SUGGS LLC (Howard A. Janet, Kenneth M. Suggs, and Patrick A. Thronson), 4 Reservoir Circle, Suite 200, Baltimore, Maryland 21208, telephone (410) 653-3200, email pthronson@jjsjustice.com; BRANNON & ASSOCIATES (Douglas D. Brannon), 130 West Second Street, Suite 900, Dayton Ohio 45402, telephone (937) 228-2306, email dougbrannon@branlaw.com; NATIONAL LEGAL SCHOLARS LAW FIRM, P.C. (Anthony Z. Roisman and Ned Miltenberg), 5410 Mohican Road -- Suite 200, Bethesda, MD 20816-2162, telephone (202) 656-4490, email nedmiltenberg@gmail.com; and GERMAN RUBENSTEIN LLP, Steven J. German and Joel Rubenstein, 19 West 44th Street, Suite 1500, New York, New York 10036, telephone (212) 307-2020, email sgerman@germanrubenstein.com.

10. "Class Member," for purposes of settlement only, means a Person who falls within the definition of either Settlement Class A or Settlement Class B and who does not timely exclude himself, herself, or itself from the Settlement Classes.

11. "Class Ownership Period" means April 8, 2006 up to and including the date of filing of the Parties' joint motion for preliminary approval of this Settlement Agreement.

12. "Class Website" means www.mccookfieldclassaction.com.

13. "Complaint" includes any and all Complaints filed in this Action.

14. "Community Funds" means one or more donations to one or more eligible non-profit organizations of any Remaining Funds, petitioned for by the Parties and approved by the Court.

15. "Court" means the United States District Court for the Southern District of Ohio.

16. "Defendants" means and shall include for all purposes of the Settlement Agreement Defendants Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant ("Old Carco"); Aramark Uniform & Career Apparel, LLC ("Aramark"); MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (together, "MAHLE Behr"); any related or affiliated entities including corporate parents; and any predecessor, successor, affiliate, or assign of the foregoing; and the directors, officers, shareholders, employees, insurers and agents of each of them.

17. "Effective Date" means the first date by which all of the following have occurred: (1) the Court has entered a Final Judgment incorporating the terms of this Settlement Agreement, in the form of a final and appealable judgment; (2) the time for appeal of the Final Judgment has either run without an appeal having been filed or any appeal (including any requests for rehearing *en banc* or petitions for *certiorari* or other appellate review) has been finally resolved; and (3) the time for filing any further appeal or request for review has expired.

18. "Escrow Agreement" means the agreement, attached hereto as **Exhibit C**, to be executed by the Parties and the Claims Administrator to establish the Settlement Fund as an escrow account, and to facilitate the performance of the deposit, payment and related obligations set forth in this Settlement Agreement.

19. "Exclusion Request" (also known as "Opt-Out Request") means a written communication expressing a request to opt-out of the Settlement Agreement and be excluded from all rights and obligations under the Settlement Agreement. To be effective, the Exclusion Request must be postmarked by the Opt-Out and Objection Deadline, must be mailed to the Claims Administrator, and must comply with the requirements set forth in the proposed Notice attached as **Exhibit B.**

20. "Final Approval" refers to entry of the Final Judgment by the Court.

21. "Final Judgment" means the judgment to be entered in this case, which is anticipated to include the terms provided in Section IX below.

22. "Industrial Property" means land used for manufacturing, processing, or refining foods and materials, and warehouses used in connection therewith. *See* Ohio Admin. Code 5703-25-10(B)(3).

23. "MAHLE Behr" means MAHLE Behr USA, Inc. and MAHLE Behr Dayton LLC.

24. "Notice" means the forms of notice to the Class titled "Notice of Proposed Class Action Settlement and Your Rights," in the form attached hereto as **Exhibit B** or such other form as the Court may order, to be sent via first class mail and published on the website www.mccookfieldclassaction.com. Notice will also be provided by publication in the *Dayton Daily News*, which is a newspaper of general circulation in Dayton, Ohio, once a week for three consecutive weeks commencing on or about when the Notices in the form of **Exhibit B** are mailed. Said publication notice will be in the form of **Exhibit D** or other such form as the Court may order. **Exhibit B** and

Exhibit D Notices shall be mailed and commenced, respectively, on or before the Notice Date.

25. "Notice Date" shall be 30 days after the Preliminary Approval Date.

26. "Old Carco" means Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant.

27. "Opt-Out and Objection Deadline" shall be 30 days after the Notice Date. Opt-out requests (also referred to as Exclusion Requests) must be completed and mailed to the Claims Administrator in accordance with the terms of the Notices attached as **Exhibit B** and **Exhibit D,** and will be considered timely if postmarked on or before the expiration of this 30-day period.

28. "Opt-Out Funds" means any Settlement Class Funds that were or would have been initially allocated towards eligible members of the Settlement Class who may opt out of this Settlement Agreement pursuant to Section VIII below. Opt-Out Funds consist of the amount of allocated funds that would have been allocated towards Settlement Class Members who, instead of filing a claim and participating in the settlement, have chosen instead to opt-out of this Settlement Agreement pursuant to Section VIII below. Opt-Out Funds will be distributed in accordance with Section IV(5)(c)(3) below.

29. "Party" or "Parties" includes Plaintiffs Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, individually and on behalf of the Settlement Classes defined herein; Old Carco, LLC; Aramark Uniform & Career Apparel, LLC; MAHLE Behr Dayton LLC; and MAHLE Behr USA, Inc.

30. "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" does not include any governmental agencies or governmental actors. "Person" also does not include those individuals or entities excluded from the definitions of the Settlement Classes in section III below.

31. "Plaintiffs" means Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, on behalf of themselves and all others similarly situated, as well as class representatives, if any, who may be added or substituted by the Court before Final Approval.

32. "Preliminary Approval Date" or "Preliminary Approval" means the date upon which preliminary approval of this Settlement Agreement is granted by the Court. The Parties will submit a proposed Order Granting Preliminary Approval of Proposed Settlement in the form attached hereto as **Exhibit E** along with their Joint Motion for Preliminary Approval.

33. "Release" means the release as specifically set forth in section IV, paragraph 10 of this Settlement Agreement.

34. "Released Claims" means any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, loss of use and enjoyment of property, expenses, attorneys' fees, litigation costs, other costs, rights or claims for reimbursement of attorneys' fees, and claims of any kind or nature whatsoever; against the Defendants arising out of the ownership of any property in the Settlement Class A area or Settlement Class B area, including, without limitation, punitive damages, in either law or equity, under any theory of common law or under any federal, state, or local law, statute, regulation, ordinance, or executive order; that any Class Member ever had or may have in the future, whether directly or indirectly, that arose from the beginning of time through execution of this Agreement, whether foreseen or unforeseen, or whether known or unknown to all or any of the parties; which have arisen or may arise out of any transaction or occurrence described in the Complaint, including but not limited to property damage, remediation costs, diminution of value to property, loss of use and enjoyment of property, fear, anxiety, annoyance, or emotional distress as a result of the alleged contamination. Bodily injury and medical monitoring claims, if any, are not Released Claims.

35. "Remaining Funds" means the amount of the Settlement Fund remaining after the following payments and disbursements have been made in order of priority: (i) approved attorneys' costs and expenses; (ii) approved fee award; (iii) approved Claims Administration Expenses; (iv) approved incentive awards or other compensation to the Settlement Class Representatives; (v) initial payments to eligible Settlement Class Members; and (vi) successive rounds of payments to Settlement Class Members, provided the administrative costs associated with making these payments does not exceed the amount of such payments.

36. "Settlement Agreement" and "Class Action Settlement Agreement" refers to the instant Agreement.

37. "Settlement Class Area" or "Settlement Class Areas" means property in the areas identified as "Class A" or "Class B" on the map attached as **Exhibit F**.

38. "Settlement Class A" means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as "Class A" on the map attached as **Exhibit F**. This corresponds to the area geographically depicted by the yellow shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1, PageID #7130.)

39. "Settlement Class B" means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as "Class B" on the map attached as **Exhibit F**. This corresponds to the area geographically depicted by the red shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1, PageID #7130.)

40. "Settlement Class" refers collectively to Settlement Class A and Settlement Class B. Because this Settlement Agreement treats Settlement Class A and Settlement Class B real property owners the same, there is one Settlement Class for purposes of this Settlement Agreement.

41. "Settlement Class Fund" means the total amount remaining in the Settlement Fund after payment of Court-approved Claims Administration Expenses, attorneys' costs and expenses, attorneys' fee award, and any incentive payments to the Settlement Class Representatives.

42. "Settlement Class Member" means a member of Settlement Class A or Settlement Class B.

43. "Settlement Class Property" means any real property that falls within the definition of either Settlement Class A or Settlement Class B.

44. "Settlement Class A Representatives" means Deborah Needham, Linda Russell, and/or such other person as the Court may appoint as Settlement Class A Representative, if any.

45. Settlement Class B Representatives" means Terry Martin, Nancy Smith, and/or such other person as the Court may appoint as Settlement Class B Representative, if any.

46. "Settlement Fund" means a fund that is established by the Defendants[3] in the amount of Nine Million Dollars ($9,000,000.00). From this Settlement Fund, the following payments will be made, in order of priority: (i) approved attorneys' costs and expenses; (ii) approved attorneys' fee award; (iii) approved Claims Administration Expenses; (iv) incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Settlement Class Members; (vi) any Unclaimed Funds distributed to Settlement Class Members; and (vii) any Remaining Funds. The Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Settlement Agreement. The Settlement Fund shall be structured and operated in a manner so that it qualifies as a "qualified settlement fund" under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation 1.468B-1.

47. "Settlement Funds" or "Settlement Class Funds" means any portion of the Settlement Fund.

48. "Unclaimed Funds" means any funds that are available for recovery by any eligible Settlement Class Member but that are not claimed.

III. CLASS CERTIFICATION

[3] Including AIG, per Section IV.2 *infra*.

1. Solely for purposes of settlement, the Parties jointly propose certification of the following Class under Fed. R. Civ. P. 23(b)(3) and 23(e):

> "Settlement Class A" means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as "Class A" on the attached map. This corresponds to the area geographically depicted by the yellow shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1.)
>
> "Settlement Class B" means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as "Class B" on the attached map. This corresponds to the area geographically depicted by the red shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1.)
>
> Settlement Class A and Settlement Class B collectively comprise the "Settlement Class."

Excluded from the Settlement Class are (1) persons who own Industrial Property within the Settlement Class Area; (2) Defendants in this action (and their corporate officers, directors, and members of the corporate officers' and directors' immediate families); (3) any entity in which Defendants have a controlling interest; (4) the legal representatives, heirs, successors and assigns of Defendants; and (5) judicial officers to whom this case is assigned, their staff, and the members of their immediate families. (*See* ECF No. 274 at 4, PageID #9721.)

To facilitate the provision of notice, the Parties agree to provide the Claims Administrator with the information that each may have compiled with respect to mailing addresses of the Settlement Class members.

IV. SETTLEMENT PROCESS

1. **Preliminary Approval.** On or before the close of business on August 11, 2023, as ordered by the Court, the Parties shall jointly move the Court to grant preliminary approval of this Settlement Agreement; to preliminarily certify the Settlement Class; to enter the Order Granting Preliminary Approval of Class Action Settlement attached as **Exhibit E**; to approve the Notice and

Publication Notice attached hereto, respectively, as **Exhibits B and D**; to approve the Claim Form attached as **Exhibit A;** and to approve the Escrow Agreement attached as **Exhibit C.**

2. **Defendants' Payment of the Settlement Fund.** Within thirty (30) days of the entry of an order granting preliminary approval of this Class Action Settlement Agreement, the Parties (including AIG Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company ("AIG") as insurer for nominal defendant Old Carco), and the Claims Administrator shall execute the Escrow Agreement, attached as **Exhibit C**. AIG as insurer for nominal defendant Old Carco, MAHLE Behr, and Aramark shall fund in two installments the Settlement Fund as an escrow account, at a federally chartered bank per the Escrow Agreement, in the amount of Nine Million Dollars ($9,000,000.00). First, Defendants, including AIG as insurer for nominal defendant Old Carco, shall deposit the amount of $100,000.00 by check or wire within thirty (30) calendar days after entry of an order granting preliminary approval of this Class Action Settlement Agreement. Second, Defendants, including AIG as insurer for nominal defendant Old Carco, shall deposit by check or wire the remaining $8,900,000 of the Settlement Fund within thirty (30) days after RG/2, as Escrow Agent, advises the Parties that the initial sum of $100,000 is in the intended Settlement Fund escrow account. The Settlement Fund shall be structured and operated in a manner so that it qualifies as a "qualified settlement fund" under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1. The Claims Administrator shall have the right to draw on the Settlement Fund to make payments related to this Settlement Agreement in accordance with the schedule and payment formula set forth in Paragraph 5 below after the Court has approved such payments. If this Settlement Agreement terminates pursuant to Section VII below, the Settlement Fund shall be returned to Defendants and AIG, as insurer for nominal defendant Old Carco, within sixty (60) days of termination of the Settlement Agreement, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims

Administration Expenses prior to termination. All Settlement Fund funds returned or remitted to Defendants for any purpose under this Settlement Agreement shall be returned to AIG, MAHLE Behr, and Aramark in proportion to sums paid into the Settlement Fund by (or on behalf of) each Defendant.

3. **Notice.** Within thirty (30) days of the Court granting Preliminary Approval to the proposed settlement, or at such other time as the Court may order, the Notices in the form of **Exhibits B**, or as modified by the Court, will be sent by first class mail to the current owners of record, and any eligible prior owners of record, of Settlement Class Property during the Class Ownership Period, whose names and current mailing addresses can be identified by the Claims Administrator with reasonable effort based on reasonably available public data (and the information submitted by the Parties per Section III Paragraph 1). If it appears, based on reasonably available public data (and the information submitted by the Parties per Section III, Paragraph 1), that the Settlement Class Property is not currently owner-occupied, the Claims Administrator will make reasonable attempts to mail the Notice both to the current mailing address of the property owner as well as to the address of the subject property. Notices that are returned by the United States Postal Service with a forwarding address will be re-mailed to the new address.

a. The mailed Notice will provide general information as to the settlement terms and instructions on how (1) to participate in the settlement claims process, (2) to object to this proposed Settlement Agreement, and (3) to opt out of the proposed settlement. A URL address for the Class Website will be provided in the Notice. A complete copy of this Settlement Agreement will be available on the Class Website.

b. Publication Notice will also be provided in the *Dayton Daily News*, once a week for three consecutive weeks commencing on or as soon as practicable after the Notice Date. Publication Notice will be in the form of **Exhibit D**, or other such form as the Court may order. The Notice will direct those persons who believe they may be in the Settlement Class on how (1) to participate in the settlement claims process and (2) to opt out of the proposed settlement; this Notice will provide a URL address for the Class Website.

c. Commencing by or as soon as practicable after the Notice Date, Notice shall be also provided on the Class Website, which shall be administered by the Claims Administrator. The website need be maintained only until Settlement Funds are completely distributed. The Notice on the Website shall be substantially in the form of **Exhibit B** attached hereto.

d. The Parties may further agree upon additional methods of delivering notice and distributing information within the community to explain the Settlement Agreement and encourage participation by eligible members of the Settlement Class.

e. The procedures and deadlines for (1) participating in the settlement claims process, (2) opting out of the proposed settlement, and (3) objecting to the proposed settlement will be set forth in the Publication and individual mailed Notices.

f. The period for opt-out or exclusion requests will be thirty (30) days from the Notice Date. Opt-out or exclusion requests must be mailed to the Claims Administrator and will be considered timely if postmarked on or before the expiration of the 30-day period from the Notice Date.

g. To receive settlement benefits, the Settlement Class Member must have owned a Settlement Class Property within the Settlement Class Period and must make a timely claim through the procedures set forth herein and/or in the Class Website. A prior Claims Administrator (SSI Claims, Inc.) has already performed a search of record owners of Settlement Class Properties within the Settlement Class Areas, in the course of issuing a Court-approved notice for notice of the Issues Trial. The proposed Claims Administrator will update this list before the Notice Date, based on Montgomery County property records maintained by the Montgomery County Auditor, and on any other information pertaining to property ownership to be provided by the Parties to the Class Administrator per this Settlement Agreement.

h. If the Settlement Class Member does not opt out by the Opt-Out and Objection Deadline, the Settlement Class Member will be bound by the terms of the Settlement Agreement.

i. If additional information is needed from the Settlement Class Member, the Claims Administrator will make reasonable attempts to contact the Class Member to obtain the information.

j. The Claims Administrator will disburse Settlement Funds to Settlement Class Members within the time periods provided for in Paragraph 5 below, to the extent practicable.

4. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Settlement Agreement is filed with the Court, Plaintiffs shall serve notice of the proposed settlement

as required by law upon the Attorneys General of each U.S. State in which a member of the Settlement Classes is believed to reside, the Attorney General of the United States, and other required government officials.

5. **Settlement Payments.** Payments made from the Settlement Fund shall commence within fifteen (15) days after the Effective Date, or as soon as practicable thereafter, and shall be made in accordance with the following formula:

a. **Initial Distributions after the Effective Date.** Approved Claims Administration Expenses, attorneys' costs and expenses, attorneys' fee award, and any incentive payments to the Settlement Class Representatives shall first be deducted from the Settlement Fund after any such awards have been approved by the Court. Prior to the Effective Date, the Claims Administrator may make periodic applications to the Court for approval of Claims Administration Expenses.

b. **Initial Allocation of Payments to Class Members after the Effective Date.** After initial distributions pursuant to sub-paragraph (a) are made, the Settlement Class Funds shall be allocated to the Settlement Class as follows:

1. Each and every Settlement Class Property shall be assigned an equal share of the Settlement Class Funds. For example, if Settlement Class Funds amounts to Four Million Dollars ($4,000,000), each of the estimated 540 Settlement Class Properties would be allocated an estimated share worth approximately $7,407. Settlement Class Funds allocated to Settlement Class Properties for which no valid claims have been made shall constitute Unclaimed Funds and shall be allocated as set forth in subparagraph (c) below.

2. To the extent record title ownership of a property in the Settlement Classes has changed during the Class Ownership Period, the Parties agree that the current owners of Settlement Class Property and any prior owners who held title to the property during the Class Ownership Period are each entitled to a time-weighted, pro rata amount of the single share of the Settlement Class Funds for that property. For example, if the Class Ownership Period is seventeen (17) years, Person X owned Settlement Class Property for eight (8) years and six (6) months, and Person Y owned the same Settlement Class Property for eight (8) years and six (6) months, X and Y would each receive one-half of the single share. Record title ownership and the time period of ownership are subject to verification.

3. To the extent there are multiple owners of record title at the same time for a single Settlement Class Property, a single payment for the property will be issued to these record title owners as a group. The allocation of that payment among those record title owners will be for the record title owners to determine and will not be determined in the claims administration process.

4. Any disputes involving entitlement to Settlement Class Funds shall be resolved between the disputants and shall not be resolved by the Claims Administrator. The Settlement Class Funds allocated to a Settlement Class Property that is the subject of any such dispute shall be held in escrow until the disputants file a final resolution of said dispute with the Claims Administrator, the terms of which shall determine the allocation of Settlement Class Funds to the disputants.

5. All payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within sixty (60) days after the date of issuance. To the extent that a check issued to a Class Member is not cashed within sixty (60) days after the date of issuance, the check will be void, and such funds shall revert to the Settlement Fund, to be distributed as Unclaimed Funds in accordance with sub-paragraph (c) below.

c. **Distribution of Unclaimed Funds, Remaining Funds, and Opt-Out Funds.**

1. **Unclaimed Funds.** If the cost of performing an additional distribution of funds does not exceed the amount of Unclaimed Funds, Unclaimed Funds shall be distributed to the eligible Settlement Class Members pursuant to the allocation formula specified in subsection (b) immediately above. Unless the Settlement Agreement is terminated pursuant to Section VII, no portion of the Unclaimed Funds shall revert to any Defendant or AIG. Distributions shall continue pursuant to the allocation formula in subsection (b) immediately above, until the Claims Administrator determines the cost of a distribution will exceed the remaining amount of Unclaimed Funds. At that point, any Unclaimed Funds will be treated as Remaining Funds.

2. **Remaining Funds.** Any Remaining Funds shall be used as a donation for community purposes (the "Community Funds"). The Parties shall jointly move the Court, prior to Final Approval of the Settlement, setting forth the details of any proposed uses for such Community Funds and seeking Court approval. Unless the Settlement Agreement is terminated pursuant to Section VII, no portion of the Unclaimed Funds or Remaining Funds shall revert to any Defendant or AIG.

3. **Opt-Out Funds.** The Parties shall seek direction from the Court as to the distribution of any Opt-Out Funds. The Claims Administrator shall hold Opt-Out Funds, if any, in escrow pending direction from the Court as to their distribution.

d. **Interest.** If permissible under law and deemed practicable by the Claims Administrator, any interest accrued on any Settlement Funds during the time they remain in the account created as a qualified settlement fund pursuant to section IV.2 will be treated as Unclaimed Funds in the manner described in section

IV.5.c.1.

6. **Commitments by Members of the Settlement Classes.** Record title ownership has or will be determined by the Claims Administrator in the first instance based on publicly available property records maintained by the Montgomery County Auditor[4] and based on documents provided by the Parties pursuant to Section III above. The Claim Form shall be available on the Class Website, and it shall require the claimant to provide necessary information to fair and reasonable distribution of the Settlement Class Funds (including but not limited to claimant's period of ownership, names of record owners (if known to claimant), marital status during claimant's period of ownership, and a certification from the claimant as to the truth of the statement information). If a Person who is not listed as an owner of a Settlement Class Property during the Class Ownership Period believes he, she, or it is entitled to a portion of the Settlement Fund, the Person may timely contact the Claims Administrator and submit documentation to prove he, she, or it was an owner of the Settlement Class Property during the Class Ownership Period. Each of the following documents is deemed presumptively sufficient to evidence proof of record title ownership, subject to the Claims Administrator's authority under Section V below:

a. Deed

b. Notice of Property Tax Assessment

c. Property Tax Bill

d. Copy of HUD-1 Settlement Statement

7. If the Claims Administrator determines that additional information is needed from a potential Settlement Class Member to verify record title ownership during the Class Ownership Period, the Claims Administrator will attempt to contact the potential Settlement Class Member to

[4] These records are searchable online at https://www.mcohio.org/government/elected_officials/auditor/real_estate/index.php.

obtain the information.

8. If an eligible Settlement Class Member is the sole owner of a Settlement Class Property during the Class Ownership Period, and if she, he, or it fails to respond to inquiries from the Claims Administrator after given reasonable notice of and an opportunity to do so, the settlement payment to which such eligible member would have been entitled will be considered "Unclaimed Funds," to be distributed in accordance with Paragraph IV(5)(c) above.

9. If a Settlement Class Property is owned by two different owners during the Class Ownership Period, the allocated funds for that property are to be distributed on a time-weighted, pro rata basis. For example, if the Claims Administrator allocated $10,000 for such a property that had two owners during the Class Ownership Period and the owners each owned the property for half of the Class Ownership Period, the owners would each be eligible for a $5,000 distribution from the Claims Administrator. If an eligible member of the Settlement Class is not the sole owner of a Settlement Class Property during the entire Class Ownership Period, and if said Settlement Class Member opts out or fails to respond to inquiries from the Claims Administrator after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been eligible for will be distributed on a time-weighted, pro rata basis to the other, eligible Settlement Class Member(s) who owned the same Settlement Class Property during any portion of the Class Ownership Period.

10. **Releases.** Plaintiffs agree to, and shall, on or before the Effective Date, file with the Court such papers necessary to effectuate the following:

a. Each Settlement Class Member who has not timely opted out of the Settlement Classes fully, finally, and forever releases, remises, acquits, waives and forever discharges all Defendants and AIG Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company (the

relevant insurer of nominal defendant Old Carco, LLC) and its agents and affiliates including but not limited to Fortitude P&C Solutions, Inc., as authorized claims administrator for AIG Specialty Insurance Company, of and from any and all Released Claims and shall be forever enjoined from prosecuting any or all Released Claims against Defendants and their insurers.

b. Each Settlement Class Member who has not timely opted out of the Settlement Classes hereby stipulates and agrees, with respect to any and all Released Claims against Defendants, that the Settlement Class Member shall be conclusively deemed to, and by operation of the Final Judgment shall, waive and relinquish any and all rights or benefits they may now have, or in the future may have, under any law relating to the Released Claims.

c. Each Settlement Class Member who has not timely opted out of the Settlement Classes acknowledges that the foregoing release of claims was specifically bargained for and is a key term of this Settlement Agreement.

11. **No effect on regulatory obligations.** The Parties agree that this Settlement Agreement does not and will not modify or affect any past, present, or future local, state, or federal regulatory obligation of any party to this agreement (or of anyone in privity with any party to this agreement)—including but not limited to any obligation undertaken by Aramark or MAHLE Behr to the United States Environmental Protection Agency relating to the Behr Dayton Thermal VOC Plume Site. The Parties agree that this Settlement Agreement does not impact and has no relevance to any present or future regulatory action by any administrative or governmental body under applicable environmental laws.

12. **Prior agreements not voided.** This Settlement Agreement does not affect individual access agreements and other documents signed by Settlement Class Members in

connection with any investigative or remedial efforts under the oversight of the United States Environmental Protection Agency or Ohio Environmental Protection Agency.

V. CLAIMS ADMINISTRATOR

1. Subject to the approval of the Court, RG/2 Claims Administration LLC is the Claims Administrator for this Settlement Agreement. Authorized Claims Administration Expenses will be paid out of the Settlement Fund. As directed by the Court or Class Counsel, the Claims Administrator will:

a. Effectuate individually mailed Notice and Publication Notice to potential members of the Settlement Classes in accordance with the procedures outlined in Paragraph IV.3 above;

b. Provide and staff a toll-free phone number and the Class Website for the purpose of providing settlement information to Settlement Class Members and potential Settlement Class Members, including but not limited an appropriate claim form available on the Class Website for the purpose of allowing Settlement Class Members to submit their respective claims.

c. Receive opt out notices from potential members of the Settlement Classes and any other submissions by persons claiming ownership interests in any Settlement Class Property;

d. Distribute settlement proceeds as set forth in this Settlement Agreement;

e. Administer the class settlement as requested by Class Counsel and approved by the Court. The decisions of the Claims Administrator shall be final and shall only be appealable to the Court on the basis that the Claims Administrator incorrectly calculated a settlement payment under the provisions of this Settlement Agreement.

f. Employ reasonable procedures to screen claims for abuse or fraud, and reject a claim where there is evidence of abuse or fraud (including but not limited to requiring a certification from the claimant of the accuracy of pertinent information);

g. Provide weekly written status reports to Class Counsel as to the progress of the claims administration process until such time as the disbursement process concludes; and

h. Otherwise administer the Settlement Agreement as requested by Class Counsel and approved by the Court.

i. Defendants shall participate in the administration only to the extent agreed to by Class Counsel or required by the Court.

VI. ATTORNEYS' FEES AND COSTS

1. **Class Counsel.** Janet, Janet & Suggs, LLC; Brannon & Associates: National Legal Scholars, P.C.; and German Rubenstein LLP have been appointed as Class Counsel in the Action and intend to continue in that capacity during the pendency of the action and administration of the Settlement Fund.

2. **Expense and Fee Award.** There has been no agreement between Plaintiffs and Defendants on the amount of a fee award to Class Counsel.

3. **Timing of Fee Award.** Within fourteen (14) days of the entry of an order granting the accompanying Motion for Preliminary Approval of Class Action Settlement, or at such other time as the Court may direct, Class Counsel shall file a petition for fees and costs with the Court and shall promptly post the petition on the Class Website.

4. **Payment of the Fee Award.** Payment of the fee award shall be made from the Settlement Fund within fifteen (15) days after the Effective Date, unless appealed, and shall constitute full satisfaction of any obligation on the part of Defendants to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of the Settlement Classes in this Action.

5. **Incentive Payment.** In addition to any award to which they may be entitled under the Settlement Agreement, Class Counsel may request that the Court award an incentive payment to Settlement Class Representatives Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, in the amount of $10,000 each. These incentive awards are subject to Court approval. The Claims Administrator shall pay such awards or compensation via check from the Settlement Fund to the Named Plaintiffs, care of Class Counsel, within fifteen (15) days after the

Effective Date.

VII. TERMINATION OF THE SETTLEMENT AGREEMENT

1. This Settlement Agreement shall terminate without further action of the Parties if (a) the Court does not enter preliminary approval of the settlement as to both Settlement Classes; (b) the Court does not enter final approval of the settlement as to both of the Settlement Classes; or (c) the Court's final approval is overturned on appeal.

2. Each Defendant shall have the right to rescind its participation in the Settlement Agreement if (a) more than ten (10) Settlement Class A members opt out on or before the Opt-Out and Objection Deadline; or (b) more than ten (10) Settlement Class B members opt out on or before the Opt-Out and Objection Deadline. If a Defendant in the Action rescinds its participation in the Settlement Agreement, it shall send written notice of this election to Class Counsel before the parties seek final approval of the Settlement Agreement from the Court. If any Defendant rescinds, the remaining Parties will meet and confer to determine whether a mutually acceptable amended settlement agreement can be reached; if the remaining Parties cannot reach a modified settlement arrangement, then this Settlement Agreement shall be deemed rescinded by all Defendants.

VIII. OPT-OUTS AND OBJECTIONS

1. **Requirements for Opting Out.** Any Settlement Class Member who wishes to opt out of this Settlement Agreement must mail to the Claims Administrator a written, signed, and dated statement that the Settlement Class Member is opting out of Settlement Class A or Settlement Class B and understands that the Settlement Class Member will receive no payments from the settlement of this Action. An opt-out notice must contain the following identifying information: "*In re Behr Dayton Thermal Products*, Case No. 08-cv-00326." To be effective, this opt-out statement must be postmarked by the Opt-Out and Objection Deadline. The Settlement

Classes will not include any individuals who send timely and valid opt-out statements. Individuals who opt out are not entitled to any monetary award under this Settlement Agreement.

2. **Requirements for Objecting.** Any member of the Settlement Class who wishes to object to this Settlement Agreement, including the fee petition, must mail to the Court, Class Counsel, and counsel for all Defendants, at the addresses listed in the Notice provisions set forth below, a written, signed, and dated objection, which must contain a detailed description of all bases for the objection and any supporting papers, briefs, evidence, and arguments. If the person filing the objection wishes to present argument in support of the objection at the Final Approval Hearing, a request to that effect must be included in the objection. An objection must contain the following identifying information: "*In re Behr Dayton Thermal Products*, case no. 08-cv-00326." To be effective, an objection must be received by the Court and served on the Parties no later than the Opt-Out and Objection Deadline. No one may present argument at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement or otherwise object to the Settlement Agreement without having properly served a timely objection in accordance with the terms of this paragraph.

3. **Waiver of Objections.** Except for members of the Settlement Classes who opt out of the Settlement Classes in compliance with the foregoing paragraph, all Settlement Class Members will be deemed to be members of the Settlement Classes in the Action for all purposes under this Settlement Agreement, the final approval order, the Final Judgment, and the releases set forth in this Settlement Agreement, and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections, including but not limited to objections based on fairness, reasonableness, or adequacy.

4. **No Encouragement of Objections or Opt-Outs.** Plaintiffs, Class Counsel, Defendants, and counsel for Defendants—and anyone acting on behalf of Plaintiffs, Class

Counsel, Defendants, or counsel for Defendants—shall not solicit or encourage anyone to object to or to Opt-Out from the Settlement Agreement or encourage anyone to appeal from any order of the Court that approves of or seeks to effectuate terms of the Settlement Agreement.

IX. FINAL APPROVAL AND DISMISSAL WITH PREJUDICE

1. The Parties shall jointly move the Court for final approval of the Settlement Agreement no later than fourteen (14) days before the Final Approval Hearing set by the Court, and request that the Court enter a Final Judgment. The Parties anticipate the Final Judgment will (among other things):

a. find that the Court has personal jurisdiction over all members of the Settlement Classes and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

b. approve the Settlement Agreement and the proposed settlement as fair, reasonable, adequate, and in the best interests of the members of the Settlement Classes; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of the Settlement Class Representatives and all other members of the Settlement Classes and their heirs, executors and administrators, successors and assigns;

c. find that the Notices and the procedures for Notice implemented pursuant to the Settlement Agreement (1) constituted the best practicable notice under the circumstances, (2) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the pendency of

the Action, their right to object to or exclude themselves from the proposed Settlement Agreement and to appear at the Final Approval Hearing, (3) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

d. find that the Settlement Class Representatives and Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;

e. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge Defendants and AIG as set forth herein;

f. permanently bar and enjoin all members of the Settlement Classes who have not been properly excluded from the Settlement Classes from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

g. confirm that the Court retains continuing jurisdiction over the "qualified settlement fund," as defined in Section 468B(d)(2) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B-1, created under the Settlement Agreement;

h. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

i. incorporate any other provisions as the Court deems necessary and just.

2. In the event the Final Judgment is reversed or the Settlement Agreement does not become final and binding, the Parties agree that (1) the Court shall vacate any dismissal with prejudice and the Parties shall return to the positions they occupied before entering into this Settlement Agreement, including retaining all rights, claims, and defenses they had prior to entering the Settlement Agreement; and (2) the Settlement Agreement, any motions to approve the Settlement Agreement, and the settlement negotiations shall be without prejudice to the rights of any Party, shall not be used by any Party in this Action for any purpose whatsoever and shall be inadmissible in this or any other Action for any purpose.

3. **Final Approval Hearing.** The Parties will ask the Court to hold a hearing to consider final approval of this Settlement Agreement (the "Final Approval Hearing"), and to rule on Plaintiffs' Petition for the Award of Attorneys' Fees, at any time sixty (60) days or more after the Notice Date.

X. GENERAL PROVISIONS

1. **No Admission of Liability, No Collateral Use.** The Parties acknowledge and agree that this Settlement Agreement is a voluntary and mutually acceptable resolution of the Action. By entering into this Settlement Agreement, Defendants do not admit wrongdoing or liability as to any matter whatsoever, and Plaintiffs and Settlement Class Members do not in any way concede that Defendants have *not* engaged in wrongdoing and have not caused them harm. Defendants deny the claims set forth in Plaintiffs' Complaint, and Plaintiffs and Settlement Class Members deny the defenses asserted in Defendants Answer to Plaintiffs' Complaint. Defendants and Plaintiffs agree that the amount of this settlement represents a compromise of the claims being dismissed pursuant to Section IV.9.a. and b., above, and of Defendants' defenses with respect to those claims, and does not fully vindicate or represent either Plaintiffs' theory of the case or Defendants' theory of defense. This Settlement Agreement shall not be cited, offered, or

construed as an admission or evidence in this Action or any other action or proceeding except for purposes of seeking approval, fulfillment, or enforcement of this Settlement Agreement if finalized, effectuated, and approved by this Court. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court to enforce or implement any provision of this Settlement Agreement or implement or enforce any orders or judgments of the Court entered into in connection with this Settlement Agreement.

2. **Absence of Approval.** If this Settlement Agreement does not become final and binding, no Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, any and all claims or objections to class certification, or claims or defenses on the merits. Each party reserves the right to prosecute or defend this Action if the Settlement Agreement does not become final and binding.

3. **Cooperation.** The Parties agree that they will cooperate to effectuate and implement the terms and conditions of this Settlement Agreement.

4. **Effect of Prior Agreements.** This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to the settlement of this Action, contains the final and complete terms of the settlement of the Action and supersedes all prior agreements between the Parties regarding settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the settlement of this Action other than as set forth in this Settlement Agreement.

5. **No Drafting Presumption.** All Parties hereto have participated, through their counsel, in the drafting of this Settlement Agreement, and this Settlement Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create

substantive rights or obligations.

6. **Notices.** All notices to the Parties or counsel required or desired to be given under this Settlement Agreement shall be in writing and sent by electronic mail and U.S. Mail as follows:

To Plaintiffs/ Class Members:

JANET, JANET & SUGGS, LLC
Howard A. Janet
Patrick A. Thronson
4 Reservoir Circle, Suite 200
Baltimore, Maryland 21208
Facsimile: (410) 653-9030
Email: hjanet@myadvocates.com
Email: pthronson@jjsjustice.com

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402
Facsimile: (937) 228-8475
Email: dougbrannon@branlaw.com

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162
Email: NedMiltenberg@gmail.com

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036
Facsimile: (212) 704-2020
Email: sgerman@germanrubenstein.com
Email: jrubenstein@germanrubenstein.com

To Old Carco, LLC:

THOMPSON COBURN LLP
Edward Cohen
David Duffy

One US Bank Plaza
St. Louis, Missouri 63101
Facsimile: (314) 552-7000
Email: ecohen@thompsoncoburn.com
Email: dduffy@thompsoncoburn.com

To Aramark Uniform & Career Apparel, LLC

LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein
One Lowenstein Drive
Roseland, New Jersey 07068
Facsimile: 973.597.2409
Email: mlichtenstein@lowenstein.com

To MAHLE Behr USA, Inc. and MAHLE Behr Dayton LLC:

HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506
Facsimile: (313) 465-7655
Email: kspencer@honigman.com
Email: rconyers@honigman.com

7. **Modifications**. No modifications to this Settlement Agreement may be made without written agreement of all Parties and Court approval.

8. **No Third-Party Beneficiaries**. This Settlement Agreement shall not inure to the benefit of any third party.

9. **Execution in Counterparts**. This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement. Each signatory warrants that the signer has authority to bind his party.

XI. MISCELLANEOUS PROVISIONS

1. To the extent that any of the Parties desire to issue a press release or press statement concerning this Action or its resolution, they may do so. No press release, press

statement, or public statements shall include statements disparaging any Party, or statements contravening any term of this Settlement Agreement.

SIGNATURES ON FOLLOWING PAGES

AGREED TO BY:

Terry Martin, individually and as class representative — 8/23/23 Date

Deborah Needham, individually and as class representative — 08 / 28 / 2023 Date

Linda Russell, individually and as class representative — Date

Nancy Smith, individually and as class representative — Date

APPROVED AS TO FORM AND CONTENT BY:

Date

JANET, JANET & SUGGS
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200
Baltimore, MD 21208

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Anthony Z. Roisman
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

AGREED TO BY:

Terry Martin, individually and as class representative — Date

Deborah Needham, individually and as class representative — Date

Linda Russell, individually and as class representative — Date: 8/24/23

Nancy Smith, individually and as class representative — Date

APPROVED AS TO FORM AND CONTENT BY:

Date

JANET, JANET & SUGGS
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200
Baltimore, MD 21208

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Anthony Z. Roisman
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

AGREED TO BY:

Terry Martin, individually and as class representative — Date

Deborah Needham, individually and as class representative — Date

Linda Russell, individually and as class representative — Date

Nancy Smith, individually and as class representative — 8/16/2023 Date

APPROVED AS TO FORM AND CONTENT BY:

JANET, JANET & SUGGS — Date
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200
Baltimore, MD 21208

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Anthony Z. Roisman
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

AGREED TO BY:

Terry Martin, individually and as class representative — Date

Deborah Needham, individually and as class representative — Date

Linda Russell, individually and as class representative — Date

Nancy Smith, individually and as class representative — Date

APPROVED AS TO FORM AND CONTENT BY:

9/15/2023
Date

JANET, JANET & SUGGS
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200
Baltimore, MD 21208

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Anthony Z. Roisman
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

Counsel for Plaintiffs Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, individually and on behalf of all others similarly situated

APPROVED AS TO FORM AND CONTENT BY:

Edward A. Cohen

THOMPSON COBURN LLP
Edward A. Cohen
J. David Duffy
One US Bank Plaza
St. Louis, Missouri 63101

9/13/2023
Date

Counsel for Defendant Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant

AGREED TO BY:

Christopher B. Dorsey

For Fortitude P&C Solutions, Inc.,
as authorized claims administrator for
AIG Specialty Insurance Company
f/k/a American International Specialty Lines Insurance Company
as insurer for nominal defendant Old Carco, LLC,
formerly known as Chrysler, LLC

9/11/2023
Date

Its: Senior Associate, Complex Casualty Claim Director

AGREED TO BY:

_____
For Aramark Uniform & Career Apparel, LLC

_____
Date

Its: _____

APPROVED AS TO FORM AND CONTENT BY:

_____
LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein

_____
Date

Counsel for Plaintiffs Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, individually and on behalf of all others similarly situated

APPROVED AS TO FORM AND CONTENT BY:

THOMPSON COBURN LLP
Edward A. Cohen
J. David Duffy
One US Bank Plaza
St. Louis, Missouri 63101

Date

Counsel for Defendant Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant

AGREED TO BY:

For Fortitude P&C Solutions, Inc.,
as authorized claims administrator for
AIG Specialty Insurance Company
f/k/a American International Specialty Lines Insurance Company
as insurer for nominal defendant Old Carco, LLC,
formerly known as Chrysler, LLC

Date

Its: _____

AGREED TO BY:

For Aramark Uniform & Career Apparel, LLC

8/25/2023
Date

Its: Vice President

APPROVED AS TO FORM AND CONTENT BY:

Michael D Lichtenstein
LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein

9/14/23
Date

One Lowenstein Drive
Roseland, New Jersey 07068

Counsel for Defendant Aramark Uniform & Career Apparel, LLC

AGREED TO BY:

DocuSigned by:
D. Scott Winship
7A85AD6AE6804DE...

MAHLE Behr Dayton LLC

2023-09-14
Date

Its: President

APPROVED AS TO FORM AND CONTENT BY:

Khalilah V. Spencer

9/14/2023
Date

HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506

Counsel for Defendant MAHLE Behr Dayton, LLC

AGREED TO BY:

DocuSigned by:
4C5BDCE284AA433...

MAHLE Behr USA, Inc.

2023-09-14
Date

Its: Director

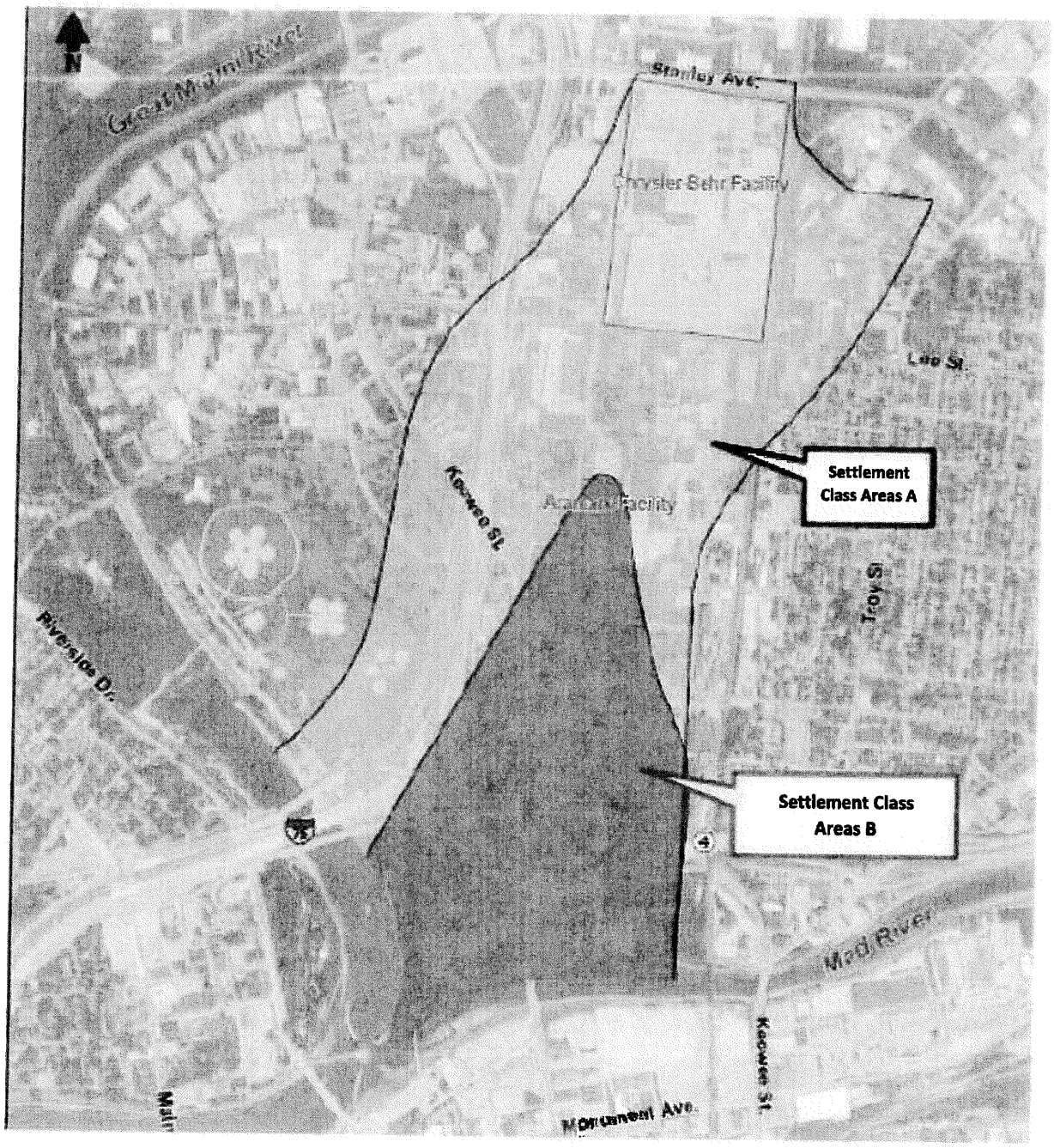
APPROVED AS TO FORM AND CONTENT BY:

Khalilah V. Spencer

9/14/2023
Date

HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506

Counsel for Defendant MAHLE Behr USA, Inc.


N
Stanley Ave.
Chrysler Behr Facility
Lee St.
Settlement Class Areas A
Kercheval St.
Troy St.
Riverside Dr.
Settlement Class Areas B
75
4
Mud River
Monument Ave.
Kercheval St.

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

3

From 6210 - Police Director

Date February 18, 2026

Expense Type Contract Modification

Total Amount $84,221.68 (thru 12/31/2026)

Supplier, Vendor, Company, Individual

Name Progress Software Corporation

Address 14 Oak Park Drive
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1168-71	$84,221.68

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

Description

FIFTH AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Police (DPD) requests permission to enter into a Fifth Amendment with Progress Software Corporation. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this Fifth Amendment is $84,221.68 for services to begin upon execution until December 31, 2026.

The original Agreement with Progress Software Corporation was approved on February 19, 2021 in the amount of $56,641.27. The First Amendment for renewal was approved on December 17, 2021 in the amount of $57,887.40. The Second Amendment for renewal was approved on January 10, 2023 in the amount of $59,624.02. The Third Amendment for renewal was approved on December 27, 2023 in the amount of $68,690.80. The Fourth Amendment for renewal was approved on December 18, 2024 in the amount of $81,618.06. This Fifth Amendment to renew will increase the total Agreement amount to $408,683.23.

Progress Corporation is the sole source provider of Progress Relational Database products, support and services to the local government market.

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

A Certificate of Funds in the amount of $84,221.68 is attached.

M.W.

Signatures/Approval

Division — E-SIGNED by Eric Henderson on 2026-01-23 19:07:45 GMT

Department

City Manager — C. Joshua Loyton

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CT26-25602

CERTIFICATE OF FUNDS

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

___ New Contract x Renewal Contract ___ Change Orders

Contract Start Date	Upon Execution
Expiration Date	12/31/26
Original Commission Approval	$ 408,683.23
Initial Encumbrance	$ 324,461.55
Remaining Commission Approval	$ 84,221.68

Required Documentation

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

Original CT/CF	CT212562
Increase Encumbrance	$ 84,221.68
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Amount: $ 84,221.68	Amount:
Fund Code 10000 - 6210 - 1168 - 71 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ____ - ____ - ____ - ____ - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation

Vendor Address: 14 Oak Park Drive (Street) Bedford (City) MA (State) 01730 (Zip code + 4)

Federal ID: 0-42746201

Commodity Code: 94620

Purpose: Fifth Amendment to the maintenance and support services agreement for the Progress database utilized by Public Safety Services for services to begin upon execution to December 31, 2026.

M.W.

Contact Person: Meredith Weber x1099 Police/Support Services (Department/Division) 12/22/2025 (Date)

Originating Department Director's Signature: E-SIGNED by Eric Henderson on 2025-12-23 16:51:55 GMT

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.

Kenya Moon — Finance Director Signature — 2/9/26 — Date

Instance Jones — CF Prepared by — 2/9/26 — Date — CT26-25602 — CF/CT Number

ɣn Envelope ID: 0D62D9BF-C57D-4331-9A3D-2A9CB03A567F

FIFTH AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This Fifth Amendment ("Amendment") is entered into this ____ day of _____, 2026 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation. ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into the Agreement to renew maintenance and support services on February 19, 2021, for certain Software licensed by Licensor to the City on a perpetual basis;

WHEREAS, the City and the Licensor entered into a First Amendment to amend the Agreement to renew the maintenance and support on December 17, 2021, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor entered into a Second Amendment to amend the Agreement to renew the maintenance and support on January 10, 2023, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor entered into a Third Amendment to amend the Agreement to renew the maintenance and support on December 27, 2023, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor entered into a Fourth Amendment to amend the Agreement to renew the maintenance and support on December 18, 2024, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for certain Software licenses for an additional twelve (12) month term;

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

1. **Section 1. of the Agreement, ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:**

   Licensor shall renew the software and maintenance and support for an additional twelve (12) month term as set forth in Exhibit "A-5", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-5 defines the

Docusign Envelope ID: 0D62D9BF-C57D-4331-9A3D-2A9CB03A567F

scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. **Section 2. of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL "), shall be amended as follows:**

   The total remuneration in this Amendment shall not exceed Eighty-Four Thousand Two Hundred Twenty-One Dollars and Sixty-Eight Cents ($84,221.68) for the corresponding maintenance and support renewal of the Software for a twelve (12) month term as set forth in Exhibit A-5. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Capitalized terms used but not defined in this Amendment shall have the same meaning as in the Agreement unless otherwise specifically defined herein. Except as specifically modified or amended by this Amendment, the terms and conditions of the Agreement remain in full force and effect. No other modification or additions are made to the Agreement. In the event of a conflict between terms in the Agreement and terms in this Amendment, the terms of this Amendment shall prevail.

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

THE CITY OF DAYTON, OHIO

_____
City Manager

PROGRESS SOFTWARE CORPORATION

DocuSigned by:
By: David M. Partyka February 5, 2026
20FA37A03AFC483...

Print: David M. Partyka

Its: VP Revenue Operations

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by Andrew Sexton on 2026-02-05 18:04:31 GMT

_____
City Attorney

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

_____, 2026

Min. Bk. _____ Pg. _____

_____
Clerk of the Commission

Docusign Envelope ID: 0D62D9BF-C57D-4331-9A3D-2A9CB03A567F

EXHIBIT A-5
MAINTENANCE RENEWAL QUOTE



Quote #: 2025-592800	Maintenance Renewal Quote	Date: 16-Oct-2025
Expiration Date: 31-Dec-2025		Page: 3 of 6

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Payment Terms: Net 30 Days

Quote Currency: US Dollar

Billing Frequency: Invoice in full upon execution

#	End User	Serial #	Description	Ver	Platform	Qty	Srv lvl	New Start Date	New Expiry Date	Total (USD)
1	City of Dayton	3775051	OpenEdge Studio	11.7	Windows 32bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	1,354.06
2	City of Dayton	3886989	Client Networking	11.7	Windows 32bit	133 UBP	STD	01-Jan-2026	31-Dec-2026	5,602.85
3	City of Dayton	3886998	OE App Server Enterprise	11.7	Linux 64bit	95 UBP	STD	01-Jan-2026	31-Dec-2026	4,002.04
4	City of Dayton	3886999	OE DataServer for Oracle	11.7	Linux 64bit	5 UBP	STD	01-Jan-2026	31-Dec-2026	767.33
5	City of Dayton	3887000	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	0.00
6	City of Dayton	3887001	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	0.00
7	City of Dayton	3887002	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	0.00
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows 32bit	3 RBP	STD	01-Jan-2026	31-Dec-2026	3,249.76
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	01-Jan-2026	31-Dec-2026	1,406.78
10	City of Dayton	3887433	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	842.54
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247 UBP	STD	01-Jan-2026	31-Dec-2026	62,166.77
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	01-Jan-2026	31-Dec-2026	1,128.39
13	City of Dayton	6016953	Progress DevStudioforOE	11.7	Windows 64bit	2 RBP	STD	01-Jan-2026	31-Dec-2026	2,647.97
14	City of Dayton	6016954	OE App Server Enterprise	11.7	Linux 64bit	5 UBP	STD	01-Jan-2026	31-Dec-2026	210.65
15	City of Dayton	6018588	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2026	31-Dec-2026	842.54
									Total (USD)	84,221.68

Docusign Envelope ID: 0D62D9BF-C57D-4331-9A3D-2A9CB03A567F

EXHIBIT A-5
MAINTENANCE RENEWAL QUOTE



3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized User
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized User
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized User
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy Limited
LTD	Mission Critical
MCB	Core
MCB	Machine
MCP	MIPs
MIP	MIPs
MIT	MSUs
MST	MSUs
MSU	MIPs
MTI	Machine
MTP	Named User
NBP	Named User
NTP	Platform
PLT	Point
PTB	Point
PTT	Registered Client
RBP	Registered Device
RDD	Reader
RDP	Add-On RPM
RPM	Registered Client
RTB	Runtime User
RTT	Runtime User
RTU	Seat
SBP	Server Core Based
SCB	Standard
STD	Server
STR	Server
SVR	Concurrent Device
UBD	Concurrent User
UBP	Concurrent User
UTP	Workstation Auth Users
WAU	Workstation
WRK	Workstation
WTK	Workstation

City Manager's Report

20.

From **5560 - CS/Information Technology**

Date **December 27, 2023**

Expense Type **Contract Modification**

Total Amount **$68,690.80 (Thru 12/31/2024)**

Supplier, Vendor, Company, Individual

Name **Progress Software Corporation**

Address **14 Oak Park Drive**
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1164-65	$68,690.80

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

Description

THIRD AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Information Technology requests permission to enter into a Third Amendment with Progress Software Corporation. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this Third Amendment is $68,690.80 for the period of January 1, 2024 to December 31, 2024.

The original Agreement with Progress Software Corporation was approved on February 19, 2021 in the amount of $56,641.27. The First Amendment for renewal was approved on December 17, 2021 in the amount of $57,887.40. The Second Amendment for renewal was approved on January 10, 2023 in the amount of $59,624.02. This Third Amendment to renew will increase the total Agreement amount to $242,843.49.

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

A Certificate of Funds in the amount of $68,690.80 is attached.

Signatures/Approval

Division E-SIGNED by Jon Rike on 2023-12-13 14:25:30 GMT

Department

City Manager C. LaShun Lofton

Approved by City Commission

Clerk Regina D. Blackshear

Date 12-27-23

FORM NO. MS-16

Updated 8/2016

CT24-2562

CERTIFICATE OF FUNDS

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

_____ New Contract X Renewal Contract _____ Change Order

Contract Start Date	02/19/21
Expiration Date	12/31/24
Original Commission Approval	$ 242,843.49
Initial Encumbrance	$ 174,152.69
Remaining Commission Approval	$ 68,690.80

Required Documentation

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

Original CT/CF	CT21-2562
Increase Encumbrance	$ 68,690.80
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Amount: $68,690.80

Fund Code 10000 (Fund) - 5560 (Org) - 1164 (Acct) - 65 (Prog) - XXXX (Act) - XXXX (Loc)

Amount: _____

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

Amount: _____

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

Amount: _____

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

Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation

Vendor Address: 14 Oak Park Drive, (Street) Bedford, (City) MA (State) 01730 (Zipcode + 4)

Federal ID: 0-42746201

Commodity Code: 94620

Purpose: Third Amendment to the maintenance and support services agreement for the Progress database utilized by Public Safety Services from January 1, 2024 through December 31, 2024.

Contact Person: Dave Johnson — Information Technology (Department/Division) — 13-Dec-23 (Date)

Originating Department Director's Signature: E-SIGNED by Jon Rike on 2023-12-13 14:25:34 GMT

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.

Kim L Brown — Finance Director Signature — 12/10/23 (Date)

Francisco Gomez — CF Prepared by — 12/14/23 (Date) — CT24-2562 (CF/CT Number)

DocuSign Envelope ID: 9702AC97-29A6-4A29-9511-98501444BEA1

THIRD AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This Third Amendment ("Amendment") is entered into this 9th day of January 2024 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation. ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor, effective as of January 1, 2024.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into the Agreement to renew maintenance and support services on February 19, 2021, for certain Software licensed by Licensor to the City on a perpetual basis; and,

WHEREAS, the City and the Licensor entered into a First Amendment to amend the Agreement to renew the maintenance and support on December 17, 2021, for certain Software licenses for an additional twelve (12) month term; and,

WHEREAS, the City and the Licensor entered into a Second Amendment to amend the Agreement to renew the maintenance and support on January 10, 2023, for certain Software licenses for an additional twelve (12) month term; and,

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for certain Software licenses for an additional twelve (12) month term;

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

1. **Section 1. Of the Agreement ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:**

Licensor shall renew the software and maintenance and support for an additional twelve (12) month term, starting on January 01, 2024 and ending December 31, 2024, as set forth in Exhibit "A-3", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-3 defines the scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. **Section2. Of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL"), shall be amended as follows:**

The total remuneration for the Maintenance and Support Services provided during the 12-month renewal term of January 1, 2024 through December 31, 2024, under this Third Amendment, shall not exceed SIXTY-EIGHT THOUSAND SIX HUNDRED NINETY

DS DP

DOLLARS AND EIGHTY CENTS ($68,690.80). The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Capitalized terms used but not defined in this Amendment shall have the same meaning as in the Agreement unless otherwise specifically defined herein. Except as specifically modified or amended by this Third Amendment, the terms and conditions of the Agreement, as previously amended, remain in full force and effect. No other modification or additions are made to the Agreement. In the event of a conflict between terms in the Agreement and terms in this Third Amendment, the terms of this Third Amendment shall prevail.

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

THE CITY OF DAYTON, OHIO

C. LaShea Lofton
City Manager 1/9/2024

PROGRESS SOFTWARE CORPORATION

DocuSigned by:
By: David Partyka December 8, 2023
20FA37A03AEC483...

Print: David Partyka

Its: VP Revenue Operations

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2023.11.30 14:28:46 -05'00'
City Attorney

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

December 27, 2023

Min. Bk. I-18 Pg. ____

Regina D Blackshear
Clerk of the Commission

DocuSign Envelope ID: 9702AC97-29A6-4A29-9511-98501444BEA1

EXHIBIT A-3
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2023-506038	Maintenance Renewal Quote	Date: 02-Nov-2023
Expiration Date: 31-Dec-2023		Page: 1 of 3

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Payment Terms: Net 30 Days

Quote Currency: US Dollar

#	End User	Serial #	Description	Ver	Platform	Qty	Srv lvl	New Start Date	New Expiry Date	Total (USD)
1	City of Dayton	3775051	OpenEdge Studio	11.7	Windows 32bit	1 UBP	STD	1-Jan-24	31-Dec-24	1,104.37
2	City of Dayton	3886989	Client Networking	11.7	Windows 32bit	133 UBP	STD	1-Jan-24	31-Dec-24	4,569.65
3	City of Dayton	3886998	OE App Server Enterprise	11.7	Linux 64bit	95 UBP	STD	1-Jan-24	31-Dec-24	3,264.04
4	City of Dayton	3886999	OE DataServer for Oracle	11.7	Linux 64bit	5 UBP	STD	1-Jan-24	31-Dec-24	625.83
5	City of Dayton	3887000	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-24	31-Dec-24	0.00
6	City of Dayton	3887001	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-24	31-Dec-24	0.00
7	City of Dayton	3887002	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-24	31-Dec-24	0.00
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows 32bit	3 RBP	STD	1-Jan-24	31-Dec-24	2,650.49
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	1-Jan-24	31-Dec-24	1,147.36
10	City of Dayton	3887433	4GL Development System	11.7	Linux 64bit	1 UBP	STD	1-Jan-24	31-Dec-24	687.17
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247 UBP	LTD	1-Jan-24	31-Dec-24	50,702.93
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	1-Jan-24	31-Dec-24	920.31
13	City of Dayton	6016953	Progress DevStudioforOE	11.7	Windows 64bit	2 RBP	STD	1-Jan-24	31-Dec-24	2,159.67
14	City of Dayton	6016954	OE App Server Enterprise	11.7	Linux 64bit	5 UBP	STD	1-Jan-24	31-Dec-24	171.81
15	City of Dayton	6018588	4GL Development System	11.7	Linux 64bit	1 UBP	STD	1-Jan-24	31-Dec-24	687.17
									Total (USD)	68,690.80

Tax not included in quote. Applicable taxes will be added at invoicing

DS
DP

EXHIBIT A-3
MAINTENANCE RENEWAL QUOTE

Progress®

3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized User
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized User
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized User
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy Limited
LTD	Mission Critical
MCB	Core
MCB	Machine
MCP	MIPs
MIP	MIPs
MIT	MSUs
MST	MSUs
MSU	MIPs
MTI	Machine
MTP	Named User
NBP	Named User
NTP	Platform
PLT	Point
PTB	Point
PTT	Registered Client
RBP	Registered Device
RDD	Reader
RDP	Add-On RPM
RPM	Registered Client
RTB	Runtime User
RTT	Runtime User
RTU	Seat
SBP	Server Core Based
SCB	Standard
STD	Server
STR	Server
SVR	Concurrent Device
UBD	Concurrent User
UBP	Concurrent User
UTP	Workstation Auth Users
WAU	Workstation
WRK	Workstation
WTK	Workstation

DS
DP

MEMORANDUM | DAYTON

December 19, 2024

TO: City Commission Office
City Manager
Finance Department

FROM: Kamran Afzal
Director and Chief of Police

E-SIGNED by Eric Henderson
on 2024-12-19 14:44:44 EST

SUBJECT: Request for Signature

Please sign the attached Agreement Renewal between the City of Dayton and Progress Software Corporation for maintenance and support for the Progress relations Database Management System platform that supports MIS.

The Agreement was approved by the City Commission on December 18, 2024, by calendar item #20 and is ready for your execution.

Please contact Meredith Weber x1099 if you need any additional information.

Thank you.

Attachments: CMR, Certificate of Funds, 3 Original Agreements (vendor prefers scanned document)

KA/mw

P.S.

20

City Manager's Report

FOR CITY COMMISSION APPROVAL

From 6210 - Police Director

Date December 18, 2024

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $81,618.06 (thru 12/31/2025)

Name Progress Software Corporation

Address 14 Oak Park Drive
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1168-71	$81,618.06

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

Description

FOURTH AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Police (DPD) requests permission to enter into a Fourth Amendment with Progress Software Corporation. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this Fourth Amendment is $81,618.06 for the period of January 1, 2025 to December 31, 2025.

The original Agreement with Progress Software Corporation was approved on February 19, 2021 in the amount of $56,641.27. The First Amendment for renewal was approved on December 17, 2021 in the amount of $57,887.40. The Second Amendment for renewal was approved on January 10, 2023 in the amount of $59,624.02. The Third Amendment for renewal was approved on December 27, 2023 in the amount of $68,690.80. This Fourth Amendment to renew will increase the total Agreement amount to $324,461.55.

Progress Corporation is the sole source provider of Progress Relational Database products, support and services to the local government market

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

A Certificate of Funds in the amount of $81,618.06 is attached.

M.W.

E-SIGNED by Paul Saunders
on 2024-12-04 17:51:01 GMT

Division

E-SIGNED by Eric Henderson
on 2024-12-05 14:39:16 GMT

Department

C. LaShea Tapton

City Manager

Signatures/Approval

Approved by City Commission

Regina D Bradshaw

Clerk

12-18-24

Date

Updated 4/16/2024

CT25-2562

CERTIFICATE OF FUNDS

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

___ New Contract x Renewal Contract ___ Change Order

Contract Start Date	02/19/21
Expiration Date	12/31/25
Original Commission Approval	$ 324,461.55
Initial Encumbrance	$ 324,461.55
Remaining Commission Approval	$ -

Required Documentation

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

Original CT/CF	CT212562
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Amount: $ 81,618.06	Amount:
Fund Code 10000 - 6210 - 1168 - 71 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ___ - ___ - ___ - ___ - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation

Vendor Address: 14 Oak Park Drive (Street) Bedford (City) MA (State) 01730 (Zipcode + 4)

Federal ID: 0-42746201

Commodity Code: 94620

○ M.W. ○ P.S.

Purpose: Fourth Amendment to the maintenance and support services agreement for the Progress database utilized by Public Safety Services from January 1, 2025 through December 31, 2025.

Contact Person: Meredith Weber x1099 | Police/Support Services (Department/Division) | 11/13/2024 (Date)

Originating Department Director's Signature: E-SIGNED by Eric Henderson on 2024-12-05 14:39:19 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — 12/9/24 (Date)

CF Prepared by — 12/9/24 (Date) — CT25-2562 (CF/CT Number)

Docusign Envelope ID: 22E24FF7-656C-41CE-B773-14AA8720AE54

FOURTH AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This Fourth Amendment ("Amendment") is entered into this 20 day of December 2024 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation. ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor, effective as of January 1, 2025.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into the Agreement to renew maintenance and support services on February 19, 2021, for certain Software licensed by Licensor to the City on a perpetual basis;

WHEREAS, the City and the Licensor entered into a First Amendment to amend the Agreement to renew the maintenance and support on December 17, 2021, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor entered into a Second Amendment to amend the Agreement to renew the maintenance and support on January 10, 2023, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor entered into a Third Amendment to amend the Agreement to renew the maintenance and support on December 27, 2023, for certain Software licenses for an additional twelve (12) month term;

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for certain Software licenses for an additional twelve (12) month term;

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

1. **Section 1. of the Agreement, ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:**

   Licensor shall renew the software and maintenance and support for an additional twelve (12) month term, starting on January 01, 2025, as set forth in Exhibit "A-4", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-4 defines the scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. **Section 2. of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL "), shall be amended as follows:**

   The total remuneration in this Amendment shall not exceed Eighty-One Thousand Six Hundred Eighteen Dollars and Six Cents ($81,618.06) for the corresponding maintenance and support renewal of the Software for a 12-month term, starting on January 01, 2025. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Capitalized terms used but not defined in this Amendment shall have the same meaning as in the Agreement unless otherwise specifically defined herein. Except as specifically modified or amended by this Amendment, the terms and conditions of the Agreement remain in full force and effect. No other modification or additions are made to the Agreement. In the event of a conflict between terms in the Agreement and terms in this Amendment, the terms of this Amendment shall prevail.

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

THE CITY OF DAYTON, OHIO

FW City Manager

PROGRESS SOFTWARE CORPORATION

DocuSigned by:

By: David Partyka
20EA37A03AEC483...

Print: David Partyka

Its: VP Revenue Operations

APPROVED AS TO FORM AND CORRECTNESS:

E-SIGNED by Andrew Sexton on 2024-11-13 18:34:21 GMT

City Attorney

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

December 18, 2024

Min. Bk. I-18 Pg. ____

Regina D Blackstead

Clerk of the Commission

Docusign Envelope ID: 22E24FF7-656C-41CE-B773-14AA8720AE54

EXHIBIT A-4
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2024-552112	Maintenance Renewal Quote	Date: 18-Sep-2024
Expiration Date: 31-Dec-2024		Page: 3 of 6

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Payment Terms: Net 30 Days

Quote Currency: US Dollar

Billing Frequency: Invoice in full upon execution

#	End User	Serial #	Description	Ver	Platform	Qty	Srv M	New Start Date	New Expiry Date	Total (USD)
1	City of Dayton	3775051	OpenEdge Studio	11.7	Windows 32bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	1,312.20
2	City of Dayton	3886989	Client Networking	11.7	Windows 32bit	133 UBP	STD	01-Jan-2025	31-Dec-2025	5,429.64
3	City of Dayton	3886998	OE App Server Enterprise	11.7	Linux 64bit	95 UBP	STD	01-Jan-2025	31-Dec-2025	3,878.32
4	City of Dayton	3886999	OE DataServer for Oracle	11.7	Linux 64bit	5 UBP	STD	01-Jan-2025	31-Dec-2025	743.61
5	City of Dayton	3887000	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	0.00
6	City of Dayton	3887001	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	0.00
7	City of Dayton	3887002	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	0.00
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows 32bit	3 RBP	STD	01-Jan-2025	31-Dec-2025	3,149.30
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	01-Jan-2025	31-Dec-2025	1,363.29
10	City of Dayton	3887433	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	816.49
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247 UBP	STD	01-Jan-2025	31-Dec-2025	60,244.96
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	01-Jan-2025	31-Dec-2025	1,093.51
13	City of Dayton	6016953	Progress DevStudioforOE	11.7	Windows 64bit	2 RBP	STD	01-Jan-2025	31-Dec-2025	2,566.11
14	City of Dayton	6016954	OE App Server Enterprise	11.7	Linux 64bit	5 UBP	STD	01-Jan-2025	31-Dec-2025	204.14
15	City of Dayton	6018588	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2025	31-Dec-2025	816.49
									Total (USD)	81,618.06

Tax not included in quote. Applicable taxes will be added at invoicing

Docusign Envelope ID: 22E24FF7-656C-41CE-B773-14AA8720AE54

EXHIBIT A-4
MAINTENANCE RENEWAL QUOTE

Progress®

3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized User
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized User
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized User
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy Limited
LTD	Mission Critical
MCB	Core
MCB	Machine
MCP	MIPs
MIP	MIPs
MIT	MSUs
MST	MSUs
MSU	MIPs
MTI	Machine
MTP	Named User
NBP	Named User
NTP	Platform
PLT	Point
PTB	Point
PTT	Registered Client
RBP	Registered Device
RDD	Reader
RDP	Add-On RPM
RPM	Registered Client
RTB	Runtime User
RTT	Runtime User
RTU	Seat
SBP	Server Core Based
SCB	Standard
STD	Server
STR	Server
SVR	Concurrent Device
UBD	Concurrent User
UBP	Concurrent User
UTP	Workstation Auth Users
WAU	Workstation
WRK	Workstation
WTK	Workstation

City Manager's Report

11.

From 5560 - CS/Information Technology

Date December 28, 2022

Expense Type Contract Modification

Total Amount $59,624.02 (Thru 12/31/2023)

Supplier, Vendor, Company, Individual

Name Progress Software Corporation

Address 14 Oak Park Drive
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1164-65	$59,624.02

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

Description

SECOND AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Information Technology requests permission to enter into a Second Amendment with Progress Software Corporation in the amount of $59,624.02. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this Second Amendment is $59,624.02 for the period of January 1, 2023 to December 31, 2023.

The original Agreement with Progress Software Corporation was approved on February 19, 2021 in the amount of $56,641.27. The First Amendment for renewal was approved on December 17, 2021 in the amount of $57,887.40 This Second Amendment to renew will increase the total Agreement amount to $174,152.69.

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

A Certificate of Funds in the amount of $59,624.02 is attached.

Signatures/Approval

Division E-SIGNED by Jon Rike on 2022-12-12 17:34:11 GMT

Department Shelley Dickstein

City Manager

Approved by City Commission

Clerk Regina M. Rush-Kittle

Date 12-28-22

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT23-2562

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

____ New Contract X Renewal Contract ____ Change Order

Contract Start Date	02/19/21	**Required Documentation**	
Expiration Date	12/31/23		
Original Commission Approval	$ 174,152.69	X	Initial City Manager's Report
Initial Encumbrance	$ 114,528.67	X	Initial Certificate of Funds
Remaining Commission Approval	$ 59,624.02	X	Initial Agreement/Contract
Original CT/CF	CT21-2562	X	Copy of City Manager's Report
Increase Encumbrance	$ 59,624.02	X	Copy of Original Certificate of Funds
Decrease Encumbrance	$ -		
Remaining Commission Approval	$ 0.00		

Amount: $59,624.02	Amount:
Fund Code 10000 (Fund) - 5580 (Org) - 1164 (Acct) - 65 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation

Vendor Address: 14 Oak Park Drive, (Street) Bedford, (City) MA (State) 01730 (Zipcode + 4)

Federal ID: 0-42746201

Commodity Code: 94620

Purpose: Second Amendment to the licensing, maintenance and support services for the Progress database utilized by Public Safety Services from January 1, 2023 through December 31, 2023.

Contact Person: Desa Foster | Information Technology (Department/Division) | 16-Dec-22 (Date)

Originating Department Director's Signature: E-SIGNED by Jon Rike on 2022-12-16 18:59:04 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — 12/19/2022 (Date)

CF Prepared by Joseph Marshall — 12/16/22 (Date) — CT23-2562 (CF/CT Number)

DocuSign Envelope ID: A54FB999-A41B-4934-9984-9F1B38DED793

SECOND AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This Second Amendment ("Amendment") is entered into this 10 day of January, 2022 23 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement, effective February 19, 2021, to renew maintenance and support services for certain Software licensed by Licensor to the City;

WHEREAS, the City and the Licensor entered into a First Amendment to amend the Agreement to renew the maintenance and support services for certain Software licensed to Licensor for an additional twelve (12) month term;

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for the Software licenses for an additional twelve (12) month term;

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

1. **Section 1. of the Agreement, ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:**

   Licensor shall renew the software and maintenance and support for an additional twelve (12) month term, starting on January 01, 2023 and ending December 31, 2023, as set forth in Exhibit "A-2", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-2 defines the scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. **Section 2. of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL"), shall be amended as follows:**

   The total remuneration for the Maintenance and Support Services provided during the 12-month renewal term of January 1, 2023 through December 31, 2023, under this Amendment, shall not exceed FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND TWO CENTS ($59,624.02). The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Capitalized terms used but not defined in this Amendment shall have the same meaning as in the Agreement unless otherwise specifically defined herein. Except as specifically modified or amended by this Amendment, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect. No other modification or additions are made to the Agreement. In the

DocuSign Envelope ID: A54FB999-A41B-4934-9984-9F1B38DED793

event of a conflict between terms in the Agreement and terms in this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the City and Progress Software Corporation, each by a duly authorized representative, have executed this Second Amendment as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

PROGRESS SOFTWARE CORPORATION

DocuSigned by:
By: David Partyka
20FA37A03AFC483...

Print: David Partyka

Its: Sr. Director Revenue Ops.

December 7, 2022

APPROVED AS TO FORM AND CORRECTNESS:

11/3/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

December 28, 2022

Min. Bk. I-17 Pg. ____

Regina D Blackshear
Clerk of the Commission

DocuSign Envelope ID: A54FB899-A41B-4934-9984-9F1B38DED793

EXHIBIT A-2
MAINTENANCE RENEWAL QUOTE

Progress®

Quote #: 2022-471785	Maintenance Renewal Quote	Date: 22-Aug-2022
Expiration Date: 31-Dec-2022		Page: 1 of 2

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Payment Terms: Net 30 Days

Quote Currency: US Dollar

#	End User	Serial #	Description	Ver	Platform	Qty	Srv lvl	New Start Date	New Expiry Date	Total (USD)
1	City of Dayton	3775051	OpenEdge Studio	11.7	Windows 32bit	1 UBP	STD	1-Jan-23	31-Dec-23	1,051.78
2	City of Dayton	3886989	Client Networking	11.7	Windows 32bit	133 UBP	STD	1-Jan-23	31-Dec-23	4,352.05
3	City of Dayton	3886998	OE App Server Enterprise	11.7	Linux 64bit	95 UBP	STD	1-Jan-23	31-Dec-23	3,108.61
4	City of Dayton	3886999	OE DataServer for Oracle	11.7	Linux 64bit	5 UBP	STD	1-Jan-23	31-Dec-23	596.03
5	City of Dayton	3887000	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-23	31-Dec-23	0
6	City of Dayton	3887001	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-23	31-Dec-23	0
7	City of Dayton	3887002	WebClient	10.1C	Windows 32bit	1 UBP	STD	1-Jan-23	31-Dec-23	0
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows 32bit	3 RBP	STD	1-Jan-23	31-Dec-23	2,524.28
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	1-Jan-23	31-Dec-23	1,092.72
10	City of Dayton	3887433	4GL Development System	11.7	Linux 64bit	1 UBP	STD	1-Jan-23	31-Dec-23	654.45
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247 UBP	LTD	1-Jan-23	31-Dec-23	42,492.70
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	1-Jan-23	31-Dec-23	876.49
13	City of Dayton	6016953	Progress DevStudioforOE	11.7	Windows 64bit	2 RBP	STD	1-Jan-23	31-Dec-23	2,056.83
14	City of Dayton	6016954	OE App Server Enterprise	11.7	Linux 64bit	5 UBP	STD	1-Jan-23	31-Dec-23	163.63
15	City of Dayton	6018588	4GL Development System	11.7	Linux 64bit	1 UBP	STD	1-Jan-23	31-Dec-23	654.45
									Total (USD)	59,624.02

Tax not included in quote. Applicable taxes will be added at invoicing

DocuSign Envelope ID: A54FB999-A41B-4934-9984-9F1B38DED793

EXHIBIT A-2
MAINTENANCE RENEWAL QUOTE

3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized Usr
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized Usr
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized Usr
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy Limited
LTD	Mission Critical
MCB	Core
MCB	Machine
MCP	MIPs
MIP	MIPs
MIT	MSUs
MST	MSUs
MSU	MIPs
MTI	Machine
MTP	Named User
NBP	Named User
NTP	Platform
PLT	Point
PTB	Point
PTT	Registered Client
RBP	Registered Device
RDD	Reader
RDP	Add-On RPM
RPM	Registered Client
RTB	Runtime User
RTT	Runtime User
RTU	Seat
SBP	Server Core Based
SCB	Standard
STD	Server
STR	Server
SVR	Concurrent Device
UBD	Concurrent User
UBP	Concurrent User
UTP	Workstation Auth Users
WAU	Workstation
WRK	Workstation
WTK	

DocuSign Envelope ID: 9248B7AB-645B-47EF-80C1-BC1E760F98C2

FIRST AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This First Amendment ("Amendment") is entered into this 17th day of December, 2021 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation. ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement, effective February 19, 2021, to renew maintenance and support services for certain Software licensed by Licensor to the City;

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for the Software licenses for an additional twelve (12) month term;

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

1. Section 1. of the Agreement, ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:

   Licensor shall renew the software and maintenance and support for an additional twelve (12) month term, starting on January 01, 2022, as set forth in Exhibit "A-1", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-1 defines the scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. Section 2. of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL"), shall be amended as follows:

   The total remuneration for the Maintenance and Support Services provided during the 12-month renewal term of January 1, 2022 through December 31, 2022, under this Amendment shall not exceed FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND FORTY CENTS ($57,887.40). The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Except as specifically modified or amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. No other modification or additions are made to the Agreement. In the event of a conflict between terms in the Agreement and terms in this Amendment, the terms of this Amendment shall prevail.

DS
DP

DocuSign Envelope ID: 9248B7AB-645B-47EF-80C1-BC1E760F98C2

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

THE CITY OF DAYTON, OHIO

C. LaShea Gloster
City Manager

PROGRESS SOFTWARE CORPORATION

DocuSigned by:
By: David Partyka
28FA87A83AFC483...

Print: David Partyka

Its: Sr. Director Revenue Ops.

November 17, 2021

APPROVED AS TO FORM AND CORRECTNESS:

11/5/2021

X John Musto for
City Attorney

Signed by: Musto, John

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

December 8, 2021

Min. Bk. L-17 Pg. ____

Regina D. Jackson
Clerk of the Commission

DocuSign Envelope ID: 9248B7AB-645B-47EF-80C1-BC1E760F98C2

EXHIBIT A-1
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2021-434040	Maintenance Renewal Quote	Date: 18-Aug-2021
Expiration Date: 31-Dec-2021		Page: 1 of 3

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Net 30 Days

US Dollar

#	End User	Serial #	Description	Ver	Platform	Qty	Srv lvl	New Start Date	New Expiry	Total (USD)
1	City of Dayton	3776051	OpenEdge Studio	11.7	Windows	1 UBP	STD	01-Jan-2022	31-Dec-2022	1,021.15
2	City of Dayton	3886989	Client Networking	11.7	Windows	133	STD	01-Jan-2022	31-Dec-2022	4,225.29
3	City of Dayton	3886998	OE App Server	11.7	Linux 64bit	95 UBP	STD	01-Jan-2022	31-Dec-2022	3,018.07
4	City of Dayton	3886999	OE DataServer for	11.7	Linux 64bit	5 UBP	STD	01-Jan-2022	31-Dec-2022	578.67
5	City of Dayton	3887000	WebClient	10.1C	Windows	1 UBP	STD	01-Jan-2022	31-Dec-2022	0.00
6	City of Dayton	3887001	WebClient	10.1C	Windows	1 UBP	STD	01-Jan-2022	31-Dec-2022	0.00
7	City of Dayton	3887002	WebClient	10.1C	Windows	1 UBP	STD	01-Jan-2022	31-Dec-2022	0.00
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows	3 RBP	STD	01-Jan-2022	31-Dec-2022	2,450.76
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	01-Jan-2022	31-Dec-2022	1,060.89
10	City of Dayton	3887433	4GL Development	11.7	Linux 64bit	1 UBP	STD	01-Jan-2022	31-Dec-2022	635.39
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247	LTD	01-Jan-2022	31-Dec-2022	41,255.05
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	01-Jan-2022	31-Dec-2022	850.96
13	City of Dayton	6016953	Progress	11.7	Windows	2 RBP	STD	01-Jan-2022	31-Dec-2022	1,996.92
14	City of Dayton	6016954	OE App Server	11.7	Linux 64bit	5 UBP	STD	01-Jan-2022	31-Dec-2022	158.86
15	City of Dayton	6018588	4GL Development	11.7	Linux 64bit	1 UBP	STD	01-Jan-2022	31-Dec-2022	635.39
								Total (USD):		57,887.40

DS
DP

Tax not included in quote. Applicable taxes will be added at invoicing.

XHIBIT A-1

MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2021-434040	Maintenance Renewal Quote	Date: 18-Aug-2021
Expiration Date: 31-Dec-2021		Page: 2 of 3

Quote Number:	2021-434040
Customer Name:	City of Dayton
Authorized Signature:	C. LaShea Lofton
Name:	C. LaShea Lofton
Title:	Deputy City Manager
Date:	12/17/21
Total (USD)	$57,887.40

Please return signed quote to:

cindy.paliouras@progress.com

Or

Progress Software Corporation
3005 Carrington Mill Boulevard
Suite 400
Morrisville, NC 27560
USA

DS
DP

Tax not included in quote. Applicable taxes will be added at invoicing.

DocuSign Envelope ID: 9248B7AB-645B-47EF-80C1-BC1E760F98C2

EXHIBIT A-1
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2021-434040	Maintenance Renewal Quote	Date: 18-Aug-2021
Expiration Date: 31-Dec-2021		Page: 3 of 3

3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized Usr
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized Usr
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized Usr
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy
LTD	Limited
MCB	Mission Critical
MCB	Core
MCP	Machine
MIP	MIPs
MIT	MIPs
MST	MSUs
MSU	MSUs
MTI	MIPs
MTP	Machine
NBP	Named User
NTP	Named User
PLT	Platform
PTB	Point
PTT	Point
RBP	Registered Client
RDD	Registered Device
RDP	Reader
RPM	Add-On RPM
RTB	Registered Client
RTT	Runtime User
RTU	Runtime User
SBP	Seat
SCB	Server Core Based
STD	Standard
STR	Server
SVR	Server
UBD	Concurrent Device
UBP	Concurrent User
UTP	Concurrent User
WAU	Workstation Auth Users
WRK	Workstation
WTK	Workstation

DS
DP

City Manager's Report

7.

From **5560 - CS/Information Technology**

Date **December 8, 2021**

Expense Type **Contract Modification**

Total Amount **$57,887.40 (Thru 12/31/2022)**

Supplier, Vendor, Company, Individual

Name **Progress Software Corporation**

Address **14 Oak Park Drive**
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1166-65	$57,887.40

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

Description

FIRST AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Information Technology requests permission to enter into a First Amendment with Progress Software Corporation in the amount of $57,887.40. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this agreement is $57,887.40 for the period of January 1, 2022 to December 31, 2022.

The original Agreement with Progress Software Corporation was approved on February 3, 2021 in the amount of $56,641.27. This Amendment will increase the total Agreement amount to $114,528.67.

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

The Certificate of Funds and a copy of the Agreement is attached.

E-SIGNED by Desa Foster on 2021-11-19 14:21:12 GMT

Division

E-SIGNED by Jon Rike on 2021-11-22 16:21:46 GMT

Department

City Manager

Signatures/Approval

Approved by City Commission

Regina D Blackshear

Clerk

December 8, 2021

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT22-2562

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract X Renewal Contract ____ Change Order

Contract Start Date	02/19/21
Expiration Date	12/31/22
Original Commission Approval	$ 114,528.67
Initial Encumbrance	$ 56,641.27
Remaining Commission Approval	$ 57,887.40

Original CT/CF	CT21-2562
Increase Encumbrance	$ 57,887.40
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount: $57,887.40	Amount:
Fund Code 10000 (Fund) - 5560 (Org) - 1166 (Acct) - 65 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation

Vendor Address: 14 Oak Park Drive, (Street) Bedford, (City) MA (State) 01730 (Zipcode + 4)

Federal ID: 0-42746201

Commodity Code: 94620

Purpose: First Amendment to the licensing, maintenance and support services for the Progress database utilized by Public Safety Services upon execution of the agreement through December 31, 2022.

Contact Person: Desa Foster Information Technology (Department/Division) 18-Nov-21 (Date)

Originating Department Director's Signature: Jon Pike 12/2/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 12/3/21 (Date)

CF Prepared by 12/3/21 (Date) CT22-2562 (CF/CT Number)

Finance Department

SA 12/03/2021

October 18, 2011

MEMORANDUM | DAYTON

FEBRUARY 8, 2021

TO: City Commission Office
City Manager's Office
Finance Department

FROM: Jon Rike, CIO/I.T. Director
Department of Information Technology

SUBJECT: Request for Signature

Please sign the attached agreement with Progress Corporation for providing professional services for the Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). Authorization for execution of this agreement was granted by the City Commission on February 3, 2021 by City Manager's Report, Calendar Item Number 4.

This agreement has been reviewed by this office and is ready for your execution.

After all the signatures are on the agreement, please return the original signed agreements to Desa Foster, I.T. Manager, in the Department of Information Technology.

JR/cdg

Attachments

_____ signed copies released to the Finance Department.

City Manager's Report

4.

From 5560 - CS/Information Technology

Date February 3, 2021

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $56,641.27 (Thru 12/31/2021)

Name Progress Corporation

Address 14 Oak Park Drive
Bedford, MA 01730

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1166-65	$56,641.27

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

Description

PROGRESS CORPORATION MAINTENANCE AND SUPPORT RENEWAL AGREEMENT

The Department of Information Technology requests permission to renew the Service Agreement with Progress Corporation in the amount of $56,641.27. Progress provides licensing, maintenance and support services for the Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this renewal agreement is $56,641.27.

Progress Corporation is the sole source provider of Progress Relational Database products, support and services to the local government market.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

The Certificate of Funds and a copy of the Agreement is attached.

Signatures/Approval

Dena Foster
Division

Jon Rike
Department

C. LaDena Fulton
City Manager

Approved by City Commission

Rachella Lavender
Clerk

February 3, 2021
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

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

___ New Contract X Renewal Contract ___ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 56,641.27
Initial Encumbrance	$ 56,641.27
Remaining Commission Approval	$

Required Documentation

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

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

Amount: $56,641.27
Fund Code 10000 (Fund) - 5560 (Org) - 1166 (Acct) - 65 (Prog) - XXXX (Act) - XXXX (Loc)

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

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

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

Attach additional pages for more FOAPALs

Vendor Name: Progress Software

Vendor Address: 14 Oak Park Drive, (Street) Bedford, (City) MA (State) 01730 (Zipcode + 4)

Federal ID: 0-42746201

Commodity Code: 94620

Purpose: Progress Corporation will provide licensing, maintenance and support services for the Progress database utilized by Public Safety Services upon execution of the agreement through December 31, 2021.

Contact Person: Desa Foster Information Technology (Department/Division) 11-Jan-21 (Date)

Originating Department Director's Signature: Jon Rike

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.

C Lalena Tilton, Finance Director 1-26-2021

Finance Department Jessica Williams 1/22/21

CT21-2562

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

MAINTENANCE AND SUPPORT RENEWAL AGREEMENT For SOFTWARE

THIS MAINTENANCE AND SUPPORT RENEWAL AGREEMENT ("Agreement") is made and entered into on this 19th day of February, 2021, between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Progress Corporation ("Progress" or "Licensor"), with its principal office at 14 Oak Park Drive, Bedford, MA 01730.

WITNESSETH THAT:

WHEREAS, The Licensor licensed its software to the City on a perpetual basis and provides maintenance and support services related to its software on a recurring basis.

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

SECTION 1. MAINTENANCE AND SUPPORT RENEWAL

The Licensor shall renew the software and maintenance and support set forth in Exhibit "A", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference for a 12-month term. Exhibit A defines the scope of the maintenance and support renewal agreed hereunder for Licensor's software (the "Software").

The Software was licensed to the City on a perpetual basis, pursuant to the terms and conditions of the End User License Agreements for the listed products, which were agreed to by both parties on May 13, 2020. To the extent of any inconsistency between the License Agreements and this Agreement, this Agreement shall prevail.

SECTION 2. COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL

A. MAINTENANCE AND SUPPORT FEES

Total remuneration in this Agreement shall not exceed FIFTY-SIX THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND TWENTY-SEVEN CENTS ($56,641.27) for the corresponding maintenance and support renewal of the Software for a 12-month term. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidences of such status shall be presented to Licensor upon execution of this Agreement.

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

B. BILLING FREQUENCY

Licensor shall submit an invoice as outlined in Exhibit "A", upon execution of this Agreement. Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Licensor's invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Licensor of such dispute, providing sufficient detail of the basis of the dispute within ten (10) days of receipt of the Licensor's invoice and the parties shall work together promptly and in good faith to resolve such dispute within thirty (30) days and the City shall not be obligated to pay any amount so disputed in good faith during such period. If a resolution is not reached within the stated thirty (30) days, then the parties shall submit the dispute to the competent courts of justice, according to the GOVERNING LAW AND VENUE section below.

SECTION 3. TERM

The term of this Agreement is twelve (12) months, which is the term of the maintenance and support renewal as set forth in Exhibit "A". Subsequent renewals of the maintenance and support of the Software may be subject to the process referenced within SECTION 9. GENERAL PROVISIONS, section I. AMENDMENT.

SECTION 4. CITY'S RESPONSIBILITIES

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

Licensor shall be able to rely on the accuracy and completeness of all information provided by the City, without independent audit or verification thereof (except where any verification is specifically part of the scope of services to be provided).

SECTION 5. STANDARD OF CARE

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

SECTION 6. CONFIDENTIALITY

All information provided to and/or gathered by Licensor from the City during the term of this Agreement shall be deemed "confidential" information to the extent that it is classified as "private" under the laws of the State of Ohio or is not independently available to the general public. To the extent permitted by law, Licensor agrees that it shall not disclose such information to any third party without the City's written consent. Licensor shall also take all reasonable steps to protect against the disclosure of the City's confidential information.

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

Nothing in this Section shall prohibit or limit Licensor's disclosure of confidential information when such disclosure is required by an order of a Court or under state or federal law, or when such disclosure is authorized in writing by the City.

SECTION 7. INDEMNIFICATION AND LIABILITY

Licensor indemnification obligations and liabilities are set forth in the License Agreements and in the Progress Software maintenance and support policies, as duly referenced above, and are effective to the extent permitted by applicable law.

SECTION 8. TERMINATION

This Agreement may be immediately terminated by the City on the terms of the License Agreements and the Progress Software maintenance and support policies.

SECTION 9. GENERAL PROVISIONS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

City:
City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402
Attn: Desa Foster, Division of Information Technology

Licensor:
Progress Corporation
14 Oak Park Drive
Bedford, MA 01730
Attn: Chief Legal Officer

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

G. INDEPENDENT CONSULTANT

By executing this Agreement, Licensor acknowledges and agrees that it will be providing services to the City as an "Independent Consultant". As an Independent Consultant for the City, Licensor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Licensor 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.

Licensor, its employees and any persons retained or hired by Licensor 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. Licensor acknowledges its employees are not "public employees" for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS"). Further, Licensor shall be responsible to withhold and pay, or cause such agents, consultants and sub-consultants to withhold and pay, all applicable local, state and federal taxes.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

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

CITY OF DAYTON, OHIO

C. Shea Johnson
City Manager

PROGRESS CORPORATION

By: DocuSigned by: David Partyka
20FA37A03AF:C4B2...

Print: David Partyka

Its: Sr. Director Revenue Ops.

January 13, 2021

APPROVED AS TO FORM AND CORRECTNESS:

12/17/2020

X John Musto for
City Attorney

Signed by: Musto, John

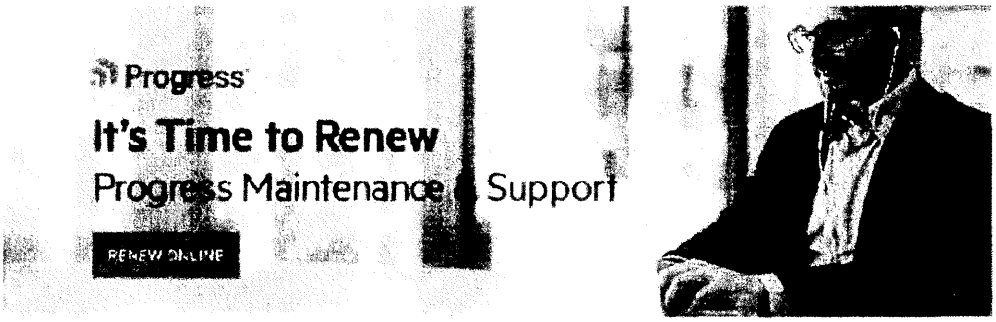
APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

February 3, 2021

Min./Bk. I-116 Pg. 0404

Rachella Lawrence
Clerk of Commission

EXHIBIT A
MAINTENANCE RENEWAL QUOTE



Your Progress Maintenance & Support Contract is Expiring!
Please see attached quote for your Progress product licenses currently up for renewal.

Your Maintenance & Support plan gives you access to software patches, updates & upgrades, expert product guidance from a seasoned professional Progress Technical Support team,unlimited* calls and online access, remote diagnostics and much more.

PROGRESS SUPPORT

*Products and packages vary, please check your maintenance and support policy for specifics.

Move your business forward with a cloud-native app dev platform, leading data connectivity, web content management, business rules, secure file transfer, network monitoring and award-winning machine learning.

LEARN MORE

Want to learn more about how Progress can help you build great user experiences? Check out our powerful tools that help you deliver modern, high-impact architecture for digital experiences.

Best regards,

Cindy Paliouras
+1 (919) 461-4240
cindy.paliouras@progress.com

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

EXHIBIT A
MAINTENANCE RENEWAL QUOTE

Progress®

Quote #: 2020-396012	Maintenance Renewal Quote	Date: 07-Aug-2020
Expiration Date: 31-Dec-2020		Page: 2 of 6

Sold To:	City of Dayton Information & Technology Serv. 130 W 2nd St Ste 320 Dayton OH 45402-1501 United States	Bill To.	City of Dayton Information & Technology Serv. 130 W 2nd St Ste 320 Dayton OH 45402-1501 United States	Payment Terms: Quote Currency:	Net 30 Days US Dollar

	Total (USD)
City of Dayton DAYTON US (10011046)	56,641.27
Total (USD)	56,641.27

Tax not included in quote. Applicable taxes will be added at invoicing

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

EXHIBIT A
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2020-395012	Maintenance Renewal Quote	Date: 07-Aug-2020
Expiration Date: 31-Dec-2020		Page: 3 of 6

Sold To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Bill To: City of Dayton
Information & Technology Serv.
130 W 2nd St Ste 320
Dayton OH 45402-1501
United States

Payment Terms: Net 30 Days

Quote Currency: US Dollar

#	End User	Serial #	Description	Ver	Platform	Qty	Srv Lvl	New Start Date	New Expiry Date	Total (USD)
1	City of Dayton	3776051	OpenEdge Studio	11.7	Windows 32bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	999.17
2	City of Dayton	3886989	Client Networking	11.7	Windows 32bit	133 UBP	STD	01-Jan-2021	31-Dec-2021	4,134.33
3	City of Dayton	3886996	OE App Server Enterprise	11.7	Linux 64bit	96 UBP	STD	01-Jan-2021	31-Dec-2021	2,953.10
4	City of Dayton	3886999	OE DataServer for Oracle	11.7	Linux 64bit	6 UBP	STD	01-Jan-2021	31-Dec-2021	566.21
5	City of Dayton	3887000	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	0.00
6	City of Dayton	3887001	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	0.00
7	City of Dayton	3887002	WebClient	10.1C	Windows 32bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	0.00
8	City of Dayton	3887034	OpenEdge Studio	11.7	Windows 32bit	3 RBP	STD	01-Jan-2021	31-Dec-2021	2,398.00
9	City of Dayton	3887431	Query/RESULTS	11.7	Linux 64bit	11 UBP	STD	01-Jan-2021	31-Dec-2021	1,038.05
10	City of Dayton	3887433	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	621.71
11	City of Dayton	3887434	OE Enterprise RDBMS	11.7	Linux 64bit	247 UBP	LTD	01-Jan-2021	31-Dec-2021	40,358.98
12	City of Dayton	4264949	OE WorkGroup RDBMS	11.7	Linux 64bit	15 UBP	STD	01-Jan-2021	31-Dec-2021	832.64
13	City of Dayton	6016953	Progress DevStudioforOE	11.7	Windows 64bit	2 RBP	STD	01-Jan-2021	31-Dec-2021	1,953.93
14	City of Dayton	6016954	OE App Server Enterprise	11.7	Linux 64bit	6 UBP	STD	01-Jan-2021	31-Dec-2021	156.44
15	City of Dayton	6018588	4GL Development System	11.7	Linux 64bit	1 UBP	STD	01-Jan-2021	31-Dec-2021	621.71
									Total (USD)	56,641.27

Tax not included in quote. Applicable taxes will be added at invoicing

DocuSign Envelope ID: E07765E8-8839-4166-820A-11C2B8D514AA

EXHIBIT A
MAINTENANCE RENEWAL QUOTE



Quote #: 2020-395012	Maintenance Renewal Quote	Date: 07-Aug-2020
Expiration Date: 31-Dec-2020		Page: 5 of 6

Quote Number:	2020-395012
Customer Name:	City of Dayton
Authorized Signature:	
Name:	
Title:	
Date:	
Total (USD)	56,641.27

Please return signed quote to:

cindy.paliouras@progress.com

Or

Progress Software Corporation
3005 Carrington Mill Boulevard
Suite 400
Morrisville, NC 27560
USA

Tax not included in quote. Applicable taxes will be added at invoicing

EXHIBIT A
MAINTENANCE RENEWAL QUOTE

Progress

Quote #: 2020-395012	Maintenance Renewal Quote	Date: 07-Aug-2020
Expiration Date: 31-Dec-2020		Page: 6 of 6

3PL	Third Party
AAA	Add-On Access Agent
AAG	Add-On Agent
AAH	Add-On Authorized Usr
AAP	Access Agent
ABP	Agent
ABS	Add-On Base
ACB	Add-On CPU
ACC	Add-On Core
ACN	Add-On Connections
ADD	Add-On
AHZ	Authorized Usr
AIN	Add-On Instance
ALR	Alerts
ALT	Add-On Alerts
AMP	Add-On MIPs
AMS	Add-On MSUs
AMT	Add-On Machine
ANB	Add-On Named User
APM	Add-On Deployment
APT	Add-On Point
ARB	Add-On Reg Client
ARD	Add-On Reg Device
ART	Add-On Runtime User
ASV	Add-On Server
ATG	Agent
ATP	Access Agent
ATZ	Authorized Usr
AUB	Add-On Concurrent User
AUD	Add-On Concurrent Dvc
AVN	Add-On Events
AWK	Add-On Workstation
BSE	Base
BTS	Base
CBP	CPU
CNN	Connections
CTN	Connections
CTP	CPU
DBP	Database
DCT	Core
DEV	Developer
DPM	Deployment
DTM	Deployment
ENP	Enterprise
ETN	Events
EVN	Events
INB	Instance
ITB	Instance
LEG	Legacy
LTD	Limited
MCB	Mission Critical
MCB	Core
MCP	Machine
MIP	MIPs
MIT	MIPs
MST	MSUs
MSU	MSUs
MTI	MIPs
MTP	Machine
NBP	Named User
NTP	Named User
PLT	Platform
PTB	Point
PTT	Point
RBP	Registered Client
RDD	Registered Device
RDP	Reader
RPM	Add-On RPM
RTB	Registered Client
RTT	Runtime User
RTU	Runtime User
SBP	Seat
SCB	Server Core Based
STD	Standard
STR	Server
SVR	Server
UBD	Concurrent Device
UBP	Concurrent User
UTP	Concurrent User
WAU	Workstation Auth Users
WRK	Workstation
WTK	Workstation

BACK

CT232562	A					
1/1/2023	PORD			59,624.02	59,624.02	CT232562
2/8/2023	INEI			-58,805.94	818.08	I2302154
2/8/2023	INEI			-818.08	-	I2302155
1/31/2023	POBC	T		-	-	*0000197
		EXPENSES		(59,624.02)		
		ENCUMBRANCES		59,624.02		
				-		

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

4

From 3430 - Water/Water Supply and Treatment

Date February 18, 2026

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $22,000,000.00 (thru 6/30/2032)

Name Shook Construction Co.

Address 2877 Ontario Avenue
Dayton, Ohio 45414

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Water Capital Fund	53401-3430-1424-54-WF2605	$22,000,000.00

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

Description

Owner-Construction Manager At Risk Agreement for Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment – Amendment No.1

The Department of Water requests permission to enter into Amendment No.1 with Shook Construction Co. in the amount of $22,000,000.00 to establish the Early Work Package (EWP) Allowance for the Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment Project. The EWP includes general trades, demolition, mass excavation, backfill, electrical work, electrical equipment submittal review, and ion exchange (IX) vessel submittal review. The EWP Guaranteed Maximum Price (GMP) is expected in February 2026 following Ohio EPA approval. Once Ohio EPA approval is received, an additional amendment authorizing the work associated with the EWP will be executed. This EWP Allowance does not authorize any work but ensures funding is in place to reduce further project delays. The Notice to Proceed for the construction phase is anticipated to be awarded in November 2026 to Shook Construction Co. for a guaranteed maximum price (GMP) that is yet to be determined, but preliminary estimated to be $305 million. Construction is anticipated to be sixty (60) months.

The original agreement was executed on September 30, 2025, in the amount of $998,000.00, which was funded using an Ohio EPA Water Supply Revolving Loan Account (WSRLA) loan issued by the Ohio EPA Division of Environmental & Financial Assistance (DEFA), approved by Resolution No. 6873-25. Amendment No.1 for the EWP Allowance will increase the contract amount to $22,998,000.00. The original agreement was funded by an Ohio EPA WSRLA loan. This Amendment No.1 will be funded using settlement proceeds the City received from its claims against the manufacturers of polyfluoroalkyl substances (PFAS).

Amendment No.1 has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds in the amount of $22,000,000.00 and a copy of Amendment No.1 are attached.

Signatures/Approval

Division Keshia Kinney Digitally signed by Keshia Kinney Date: 2026.02.10 12:53:19 -05'00'

Department

City Manager

Approved by City Commission

Clerk

Date

Updated 1/13/2025

CT25-4242
Cord#1 Seq#2

CERTIFICATE OF FUNDS

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

___ New Contract ___ Renewal Contract X Change Order

Contract Start Date	9/30/2025		Required Documentation
Expiration Date	6/30/2032		
Original Commission Approval	$ 998,000.00	X	Initial City Manager's Report
Initial Encumbrance	$ 998,000.00	X	Initial Certificate of Funds
Remaining Commission Approval	$ -	X	Initial Agreement/Contract
Original CT/CF	CT25-4242	X	Copy of City Manager's Report
Increase Encumbrance	$ 22,000,000.00	X	Copy of Original Certificate of Funds
Decrease Encumbrance	$ -		
Remaining Commission Approval	$ -		

Amount: $22,000,000.00 SEQ. 2	Amount:
Fund Code 53401 - 3430 - 1424 - 54 - WF2605 - ___ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code ___ ___ ___ ___ ___ ___ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Shook Construction Co.

Vendor Address: 2877 Ontario Avenue (Street) Dayton (City) OH (State) 45414 (Zipcode + 4)

Federal ID: 31-0443680

Commodity Code: 96896

Purpose: Amendment No. 1 for the Owner-Construction Manager At Risk Agreement for Ottawa WTP

Contact Person: Lisa Burton-Yates Water/Water Financial Services (Department/Division) 2/6/2026 (Date)

Originating Department Director's Signature: Keshia Kinney Digitally signed by Keshia Kinney Date: 2026.02.06 11:26:15 -05'00'

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.

Kina L Boron — Finance Director Signature — 2/10/26 — Date

Constance Jones — CF Prepared by — 2/9/26 — Date — CT25-4242 Cord#1 Seq#2 — CF/CT Number

LGJ 2-10-2026

An official website of the United States government Here's how you know

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

Records Retention Policy Impacts Old SAM Registration Data Show Details
May 21, 2025

See All Alerts

Entity Information

Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

SHOOK CONSTRUCTION CO

Active Registration

Unique Entity ID	CAGE/NCAGE	*Expiration Date*
HG5BEV3MFNA6	0JP81	Dec 23, 2026

Physical Address
2000 W Dorothy LN
Moraine, Ohio
45439-1820, United States

Mailing Address
2000 W Dorothy LN
Moraine, Ohio
45439-1820, United States

Purpose of Registration
All Awards

Version
Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



⚠ **WARNING**

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.GOV

SHOOK CONSTRUCTION CO

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HG5BEV3MFNA6	0JP81	All Awards
Registration Status	**Expiration Date**	
Active Registration	Dec 23, 2026	
Physical Address	**Mailing Address**	
2000 W Dorothy LN Moraine, Ohio 45439-1820 United States	2000 W Dorothy LN Moraine, Ohio 45439-1820 United States	

Business Information

Doing Business as	Division Name	Division Number
(blank)	Shook Construction Co.	(blank)
Congressional District	**State / Country of Incorporation**	**URL**
Ohio 10	Ohio / United States	http://www.shookconstruction.com

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 25, 2025	Dec 23, 2025	May 23, 2002

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 14, 1926	Dec 31

Immediate Owner

CAGE	Legal Business Name
(blank)	(blank)

Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**0JP81**

Points of Contact

Electronic Business

Rachel D Hamm, Safety Program Manager
2000 W. Dorothy Lane
Moraine, Ohio 45439
United States

Government Business

Nora Loftus, VP, General Counsel
2000 W. Dorothy Lane
Moraine, Ohio 45439
United States

Past Performance

Nora Loftus, VP, General Counsel
2000 W. Dorothy Lane
Moraine, Ohio 45439
United States

Matt Wendel, VP, Business Development
2000 W. Dorothy Lane
Dayton, Ohio 45414
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237110**	**Water And Sewer Line And Related Structures Construction**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237990	**Other Heavy And Civil Engineering Construction**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$1,000,000,000.00**
Construction Per Contract	**$300,000,000.00**

States	Counties	Metropolitan Statistical Areas
Indiana	**(blank)**	**(blank)**
North Carolina		
Ohio		

EXHIBIT 1

PHASE 1-01 - EARLY WORK PACKAGES ALLOWANCE

GUARANTEED MAXIMUM PRICE PROPOSAL*

Note: This form shall be submitted at the completion of the Preconstruction services for the associated Project Phase, per the instructions in the RFP.

Item	Price
(A) Construction Fee	**5.0%** of the Cost of the Work, which equates to: $ TBD *** when applied to the Maximum Cost of the Work provided in (D) below.
(B) General Conditions**	$ TBD*** (which is equal to the monthly cost of **$161,000** multiplied by TBD month duration plus bond costs of 0.7% of the GMP and CMR insurance costs of 3.0% of the GMP)
(C) Contingency	**2.0%** of the Cost of the Work, which equates to: $ TBD*** when applied to the Maximum Cost of the Work provided in (D) below.
(D) Maximum Estimated Cost of the Work	$ TBD***
Guaranteed Maximum Price = (A)+(B)+(C)+(D)	$ 22,000,000.00

* = These values must be consistent with/shall not exceed the values in Proposer's Initial Price Proposal.

** = When fully and actively engaged in construction phase Work and as set forth in Proposer's Itemized General Conditions, Exhibit 10 of Owner-Construction Manager at Risk Agreement.

*** = See Attachment A - Assumptions and Clarifications, item no. 1.

City of Dayton – Ottawa WTP PFAS Advanced Treatment Project Owner-Construction Manager at Risk Agreement

Guaranteed Maximum Price Amendment

for PHASE 1-01 - EARLY WORK PACKAGES ALLOWANCE

Pursuant to the Owner-Construction Manager at Risk Agreement (the "CMR Agreement") between the City of Dayton ("Owner") and Shook Construction Co. ("CMR"), for the Ottawa WTP PFAS Advanced Treatment Project (the "Project"), the Owner and CMR hereby modify the CMR Agreement, as set forth below.

ARTICLE 1

§ 1.1 Guaranteed Maximum Price Pursuant to the Agreement, the Owner and CMR hereby amend the Agreement to establish a Guaranteed Maximum Price for the above-referenced Work Phase.

for Phase 1-01 as identified in Attachment A

§ 1.1.1 The Contract Price is guaranteed by the CMR not to exceed Twenty-Two Million Dollars ($ 22,000,000.00), subject to additions and deductions as provided for on the CMR Agreement.

§ 1.1.2 Itemized Statement of the Guaranteed Maximum Price. The CMR's Guaranteed Maximum Price Proposal is attached as Attachment A to this Amendment.

§ 1.1.3 The Guaranteed Maximum Price is based on the following unit prices, if any, which are as follows (none, if none are listed):

n/a

§ 1.1.4 Allowances included in the Guaranteed Maximum Price, if any (none, if none are listed):

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Amount
n/a	$
	$

§ 1.1.5 The Guaranteed Maximum Price is based upon the following Drawings:

n/a at this time

§ 1.1.6 The Guaranteed Maximum Price is based upon the following other documents and information (none, if none are listed):
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Attachment A to this GMP Amendment

ARTICLE 2

§ 2.1 The Date of Substantial Completion for the Scope of Work established by this Amendment is TBD calendar days from the Date of Commencement.

§ 2.2 The Date of Final Completion for the Scope of Work established by this Amendment is TBD calendar days from the Date of Commencement.

This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

CITY OF DAYTON

_____
(Signature)

_____
(Printed name)

SHOOK CONSTRUCTION CO.

Calvin Lemon Digitally signed by Calvin Lemon DN: C=US, E=clemon@shookconstruction.com, CN=Calvin Lemon Reason: I am approving this document Date: 2025.12.19 18:29:20-05'00'

_____
(Signature)

Calvin Lemon
_____
(Printed name)

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2025.12.19 08:37:29 -05'00'

_____
City Attorney

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

_____, 2025

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

ATTACHMENT A

CMR'S GUARANTEED MAXIMUM PRICE PROPOSAL

Attachment A

Phase 1-01 Early Work Packages Allowance | ASSUMPTIONS AND CLARIFICATIONS

General assumptions and clarifications for City of Dayton, Ottawa Water Treatment Plant PFAS Advanced Treatment – Phase 1-01 – Early Work Packages

1. This GMP is strictly an Allowance valuation for the Early Work Bid Packages; final scope & values are not yet established. The Owner acknowledges that this GMP Amendment is preliminary, based on 30% Documents, for early work packages; the parties will execute a final GMP Amendment for the early work packages adjusting the guaranteed maximum price based on Early Work Package Documents once they are completed.
2. Complete Assumptions & Clarifications will be included in the final GMP Amendment for Early Work Packages.
3. Project is sales tax-exempt.
4. This GMP Amendment Phase 1-01 is solely for funding appropriation purposes. The CMAR shall not commence any work, procurement, or related activities on the Project until either: (1) the final GMP Amendment Phase 1-01 is executed by the Owner and CMAR, or (2) a formal written Notice to Proceed is issued by the Owner authorizing any such work, procurement, or related activities on the Project.

CERTIFICATE OF FUNDS

CT25-4242

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Order:

Contract Start Date	Upon Execution
Expiration Date	6/30/2032
Original Commission Approval	$ 998,000.00
Initial Encumbrance	$ 998,000.00
Remaining Commission Approval	$ -

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

Required Documentation

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

Amount: $ 998,000.00	Amount: _____
Fund Code 53401 - 3430 - 1424 - 54 - WF2505 - _____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code _____ - _____ - _____ - _____ - _____ - _____ (Fund - Org - Acct - Prog - Act - Loc)
Amount: _____	Amount: _____
Fund Code _____ - _____ - _____ - _____ - _____ - _____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code _____ _____ _____ _____ _____ _____ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Shook Construction Co.

Vendor Address: 2877 Ontario Aveenue (Street) Dayton (City) OH (State) 45414 (Zipcode + 4)

Federal ID: 31-0443680

Commodity Code: 96896

Purpose: Award of Contract for Owner-Construction Manager At Risk Agreement for Ottawa WTP Advanced PFAS Treatment - Preconstruction Services.

Contact Person: Lisa Burton-Yates — Water/Water Financial Services (Department/Division) — 8/15/2025 (Date)

Originating Department Director's Signature: Keshia Kinney Digitally signed by Keshia Kinney Date: 2025.08.15 15:05:17 -04'00'

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.

Kim L Brown — Finance Director Signature — 8/19/25 (Date)

Madeline Kimble — CF Prepared by — 8/19/25 (Date) — CT25-4242 (CF/CT Number)

SA 8/19/25

City Manager's Report

FOR CITY COMMISSION APPROVAL

5.

From 3430 - Water/Water Supply and Treatment

Date August 27, 2025

Expense Type Award of Contract

Suppiler, Vendor, Company, Individual

Total Amount $998,000.00 (thru 6/30/2032)

Name Shook Construction Co.

Address 2877 Ontario Avenue
Dayton, Ohio 45414

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Water Capital Fund	53401-3430-1424-54-WF2505	$998,000.00

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

Description

Owner-Construction Manager At Risk Agreement for Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment – Preconstruction Services

The Department of Water requests permission to enter into an Agreement with Shook Construction Co. in the amount of $998,000.00 for the preconstruction phase of the Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment Project. This project will demolish the existing settling basins, construct a new booster pump station and reservoir, new contact clarifiers, new PFAS Treatment Facility, and a new electrical substation. The preconstruction phase is expected to be completed in ten (10) months. An Early Work Package is anticipated in November 2025. The Notice to Proceed for the construction phase is anticipated to be awarded in June 2026 to Shook Construction Co. for a guaranteed maximum price (GMP) that is yet to be determined, but preliminary estimated to be $281 million. Construction is anticipated to be sixty (60) months.

A Request for Qualifications (RFQ) was advertised. Three firms submitted proposals and Shook Construction Co. was selected by a review Committee consisting of Water, Public Works, and Sustainability, with oversight from Procurement and Law. Therefore, the Department of Water requests permission to enter into an Agreement with Shook Construction Co. for the Ottawa WTP Advanced PFAS Treatment Project. The Preconstruction Fees for the project are to be $998,000.00.

This Project is being funded using a 0% interest Loan from the Ohio EPA Division of Environmental and Financial Assistance (DEFA), approved to accept by Resolution No. 6873-25. During the design, after the City reviews and approves contractor invoices/pay requests, the City will request funds from DEFA to pay the approved invoice/pay request. The City will not require Water Capital Funds for this Contract. This 0% Interest Loan, and the Supplemental Loan with Jacobs Engineering, will be incorporated into the DEFA Construction Loan once construction is complete for final debt service payments.

The Agreement will commence upon execution, and the estimated date of completion is June 30, 2031. The expiration date identified on the Certificate of Funds is June 30, 2032.

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

A Certificate of Funds in the amount of $998,000.00, the Resolution, and a copy of the Agreement are attached.

Signatures/Approval

Division Keshia Kinney Digitally signed by Keshia Kinney Date: 2025.08.20 16:03:21 -04'00'

Department

City Manager C. Keshia Boyton

Approved by City Commission

Clerk Brenda D. Blackshear

Date 8-27-25

Updated 1/13/2025

By: Mr. Mims No: 6873-25

A RESOLUTION

Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Execute Water Supply Revolving Loan Account Funding Agreements Administered by the State of Ohio on Behalf of the City of Dayton, Ohio for: (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction; (2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction; (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design; (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design; (5) Central Water Quality Lab Expansion – Construction; (6) Miami WTP Basins, CMAR – Construction; (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction; (8) Additional 6-8 Production Wells at Miami Wellfield – Construction; (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction; (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction; (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 – Construction; and (12) Lead Service Line Compliance, Phase 3 – Planning & Design.

WHEREAS, Ohio's Water Supply Revolving Loan Account began in 1998 and finances a variety of projects that have a water quality benefit at their core; and

WHEREAS, Ohio's Water Supply Revolving Loan Account provides financial and technical assistance for planning, design, and construction of a wide variety of projects to protect or improve water systems and the quality of Ohio's water resources; and

WHEREAS, Ohio's Water Supply Revolving Loan Account is scheduled to receive supplemental funding through the Bipartisan Infrastructure Bill; and

WHEREAS, The supplemental funding includes 100% principal forgiveness loans, 0% loans and low interest loans; and

WHEREAS, The Department of Water through its asset management and capital improvement programs has identified projects meeting the Water Supply Revolving Loan Account funding criteria; and

WHEREAS, The City of Dayton intends to apply for Water Supply Revolving Loan Account funding; and

WHEREAS, The State of Ohio requires an authorized representative to submit applications, to execute the agreements, to submit requests for disbursements, and to designate a dedicated repayment source; now, therefore,

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

Section 1. That the City Manager, or her designee, be and is hereby authorized, to apply for, accept, and execute Water Supply Revolving Loan Account Funding Agreements and execute any and all necessary documents for (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction,

(2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction, (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design, (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design, (5) Central Water Quality Lab Expansion – Construction, (6) Miami WTP Basins, CMAR – Construction, (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction, (8) Additional 6-8 Production Wells at Miami Wellfield – Construction. (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction, (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction, (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 - Construction, (12) Lead Service Line Compliance, Phase 3 – Planning & Design, meeting the agreement criteria.

Section 2. That the dedicated source of repayment will be Water Revenue Funds.

ADOPTED BY THE COMMISSION.....June 11....., 2025

SIGNED BY THE MAYOR.....June 11....., 2025

Mayor of the City of Dayton, Ohio

Attest:

Regina D Blackshear

Clerk of Commission

Approved as to form:

City Attorney

MEMORANDUM | DAYTON

August 19, 2025

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

FROM: Keshia Kinney, Director
Department of Water

Aaron S. Zonin

Digitally signed by Aaron S. Zonin
Date: 2025.08.19 15:22:48 -04'00'

SUBJECT: Advanced Treatment at Ottawa Water Treatment Plant

The Department of Water would like to update the City Manager's Office regarding the Advanced Treatment at the Ottawa Water Treatment Plant. The department is recommending approval of two contracts required to meet the compliance schedule outlined by the Ohio EPA and PFAS compliance. The Department of Water has identified a funding plan that includes modifications to the existing professional services contract with Tetra Tech, as well as, initiating a new contract with Shook Construction as the construction manager since the project delivery will be a Construction Manager at Risk (CMAR).

Tetra Tech

First, the Department of Water requests permission to enter a First Amendment with Tetra Tech, Inc. in the amount of $9,650,000.00 for the Ottawa Water Treatment Plant (WTP) Advanced PFAS Treatment Design. This First Amendment to the Advanced Treatment of PFAS Design at the Ottawa WTP project will include utility locating, survey, geotechnical investigation, 60% Design, 90% Design, 100% Design, Permitting, and Regulatory Coordination. The project will result in 100% design drawings and overall project management for the water treatment facility. This First Amendment is being funded using a 0% Interest Loan from the Ohio EPA Division of Environmental and Financial Assistance (DEFA), approved to accept by Resolution No. 6873-25.

Shook Construction Co. Inc.

Second, the Department of Water requests permission to enter into an agreement with Shook Construction Co. Inc. in initial amount of $998,000.00 for the preconstruction phase of the Ottawa WTP Advanced PFAS Treatment Project. This project will demolish the existing settling basins, construct a new booster pump station and reservoir, new contact clarifiers, new PFAS Treatment Facility, and a new electrical substation. An Early Work Package is anticipated in November 2025. The Notice to Proceed for the construction phase is anticipated to be awarded in June 2026 to Shook Construction for a guaranteed maximum price (GMP) that is yet to be determined, but the preliminary engineering estimate is $281 million. Construction is anticipated to be sixty (60) months.

A Request for Qualifications (RFQ) was advertised. Three firms submitted proposals and Shook Construction Company was selected by a review Committee consisting of Water, Public Works, Sustainability, with oversight from Procurement and Law. Therefore, the Department of Water requests permission to enter into an Agreement with Shook Construction Company for the Ottawa WTP Advanced PFAS Treatment Project. It should be noted that as we continue with construction, due to the CMAR project delivery method, there will be Amendments as the bid packages are developed and awarded to meet compliance as the project advances.

Total project cost is estimated at $341,000,000. A breakdown of anticipated costs is listed below:

Phase	*Funds Necessary*	*Notes*
Preconstruction	$998,000 + $9,650,000 = $10,648,000	Amendment 1 to Tetra Tech (Design) Award to Shook (CMAR/Construction)
Early Work Package	$16,000,000	November 2025 (early equipment ordering/construction)
Construction Phase 1 + Construction Phase 2	$33,000,000 +$281,000,000 = $314,000,000	June 2026-Construction Phase GMP + June 2026 Phase 1 Construction January 2029 begin Phase 2 Construction

The Department of Water will continue to update the CMO as new developments and funding opportunities are presented. Please reach out with any questions or concerns.

By: Mr. Mims No: 6873-25

A RESOLUTION

Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Execute Water Supply Revolving Loan Account Funding Agreements Administered by the State of Ohio on Behalf of the City of Dayton, Ohio for: (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction; (2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction; (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design; (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design; (5) Central Water Quality Lab Expansion – Construction; (6) Miami WTP Basins, CMAR – Construction; (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction; (8) Additional 6-8 Production Wells at Miami Wellfield – Construction; (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction; (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction; (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 – Construction; and (12) Lead Service Line Compliance, Phase 3 – Planning & Design.

WHEREAS, Ohio's Water Supply Revolving Loan Account began in 1998 and finances a variety of projects that have a water quality benefit at their core; and

WHEREAS, Ohio's Water Supply Revolving Loan Account provides financial and technical assistance for planning, design, and construction of a wide variety of projects to protect or improve water systems and the quality of Ohio's water resources; and

WHEREAS, Ohio's Water Supply Revolving Loan Account is scheduled to receive supplemental funding through the Bipartisan Infrastructure Bill; and

WHEREAS, The supplemental funding includes 100% principal forgiveness loans, 0% loans and low interest loans; and

WHEREAS, The Department of Water through its asset management and capital improvement programs has identified projects meeting the Water Supply Revolving Loan Account funding criteria; and

WHEREAS, The City of Dayton intends to apply for Water Supply Revolving Loan Account funding; and

WHEREAS, The State of Ohio requires an authorized representative to submit applications, to execute the agreements, to submit requests for disbursements, and to designate a dedicated repayment source; now, therefore,

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

Section 1. That the City Manager, or her designee, be and is hereby authorized, to apply for, accept, and execute Water Supply Revolving Loan Account Funding Agreements and execute any and all necessary documents for (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction,

(2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction, (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design, (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design, (5) Central Water Quality Lab Expansion – Construction, (6) Miami WTP Basins, CMAR – Construction, (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction, (8) Additional 6-8 Production Wells at Miami Wellfield – Construction, (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction, (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction, (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 - Construction, (12) Lead Service Line Compliance, Phase 3 – Planning & Design, meeting the agreement criteria.

Section 2. That the dedicated source of repayment will be Water Revenue Funds.

ADOPTED BY THE COMMISSION.....June 11....., 2025

SIGNED BY THE MAYOR.....June 11....., 2025

Mayor of the City of Dayton, Ohio

Attest:

Regina D Blackshear

Clerk of Commission

Approved as to form:

City Attorney

Owner-Construction Manager at Risk Agreement

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

This Agreement is made between:

Owner:
City of Dayton
Department of Water
320 Monument Avenue
Dayton, Ohio 44902

Owner's Representative: Nick Dailey, P.E., Chief Engineer

And Construction Manager (also referred to as "Contractor," "CM" or "Construction Manager at-Risk"):

Shook Construction Co.
2877 Ontario Ave.
Dayton, Ohio 45414

Construction Manager's Representative: John Cleveland, Project Executive, jcleveland@shookconstruction.com

For the following Project:

Ottawa WTP PFAS Advanced Treatment Project

Located at:
Ottawa Water Treatment Plant
1044 Ottawa Street
Dayton, OH 45402

The Engineer for the Project is:

Tetra Tech
250 W. Court St.
Ste. 200W
Cincinnati, OH 45202
Contact: James M. Brescol, P.E.
Email: james.brescol@tetratech.com

The Owner and Construction Manager agree as follows.

Table of Contents

ARTICLE 1 GENERAL PROVISIONS 2
ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES 5
ARTICLE 3 OWNER'S RESPONSIBILITIES 14
ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES 15
ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES 16
ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE 21
ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES 24
ARTICLE 8 INSURANCE AND BONDS 25
ARTICLE 9 DISPUTE RESOLUTION 25
ARTICLE 10 MISCELLANEOUS PROVISIONS 25
ARTICLE 11 SCOPE OF THE AGREEMENT 34

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of the following:

§ 1.1.1 This Agreement (also referred to as the "Contract");

§ 1.1.2 Exhibits to this Agreement:

Exhibit 1	GMP Proposal Form + GMP Amendment Form
Exhibit 2	EJCDC C-700, Standard General Conditions of the Construction Contract 2013, as modified (the "General Conditions")
Exhibit 3	Construction Manager's Completed Personal Property Tax Affidavit
Exhibit 4	City of Dayton Product Manufacturer Labor Standards: Vendor Compliance Form
Exhibit 5	City of Dayton Business Income Tax Questionnaire
Exhibit 6	City of Dayton Procurement Enhancement Plan Commitment and/or Waiver Request Form
Exhibit 7	Payment and Performance Bonds
Exhibit 8	Statement of Claim Form
Exhibit 9	Davis-Bacon Wage Rates
Exhibit 10	Construction Manager's Itemized General Conditions and Preconstruction Services Rate Schedule
Exhibit 11	CMR Affidavit with List of Subcontractors and Suppliers with Amounts Withheld
Exhibit 12	CMR Progress Payment Waiver and Release Affidavit
Exhibit 13	Subcontractors and Suppliers Progress Payment Waiver and Release Affidavit
Exhibit 14	Final Lien Waiver and Release Affidavit
Exhibit 15	Subcontractor Final Lien Waiver and Release Affidavit
Exhibit 16	American Iron and Steel Requirements
Exhibit 17	American Iron and Steel Acknowledgment
Exhibit 18	Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Exhibit 19	Contractor Equal Employment Opportunity Certification
Exhibit 20	WPCLF/WSRLA Change Order Form & Instructions
Exhibit 21	Disadvantaged Business Enterprise Utilization and Forms

§ 1.1.3 The Contract Documents also include Addenda issued prior to the execution of this Agreement, other documents so identified in this Agreement, and Modifications/Amendments agreed to after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of any of the Construction Manager's Guaranteed Maximum Price (GMP) Proposals, the Contract Documents will also include the documents identified in the Guaranteed Maximum Price Amendment. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.1.4 Procurement Documents. To the extent they are not inconsistent with the Agreement, including the exhibits to the Agreement, the Contract Documents shall include by reference the Request for Qualifications dated January 27, 2025 and the Request for Proposals dated April 2025 issued by the City for the Project.

§ 1.1.5 Non-Contract Documents. The following are the reports and tests of conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports.

- Existing facility Drawings;
- Asset Condition Assessment Reports;
- Recent survey information;
- Basis of Design Report;
- 30% Drawing and Specifications;
- O&M Manuals and Control Narratives; and
- Geotechnical Information

§ 1.2 Relationship of the Parties. The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions. For the Preconstruction Phase, the EJCDC C-700, Standard General Conditions of the Construction Contract 2013, as modified, (hereafter, "C-700" or "General Conditions") **(Exhibit 2)** shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be the General Conditions, which document is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager.

§ 1.4 Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

However, it is understood that the Owner is an intended third-party beneficiary of Construction Manager's agreements with the Consultants, and Subcontractors, and Consultants' and Subcontractors' agreements with their Sub-Consultants, and Sub-Subcontractors. The Construction Manager shall incorporate the obligations of the Contract Documents into its respective agreements and subcontracts.

§ 1.5 The Construction Manager will provide Preliminary Services under this Agreement.

§ 1.6 The Construction Budget (including, but not limited to, Preconstruction Fees, and the Construction Fee, Contingency, General Conditions, Cost of the Work, and Furniture, Fixtures and Equipment costs) is **$281,000,000.** Construction Manager will make its best efforts to ensure that the sum of all GMPs plus Preconstruction Fee is less than the Construction Budget, and will timely notify Owner if at any point during the Work it appears that there is a realistic risk that the Construction Budget will be exceeded.

§ 1.7 Project Scope of Work. The Project includes the following as described below:

The City of Dayton, Department of Water requires the services of a CMR for Ottawa WTP PFAS (Per- and Polyfluoroalkyl Substances) Advanced Treatment Project. Phase 1 construction will include the construction of four new 12 MGD solids-contact clarifiers in the space freed up by the demolition of existing softening train four. The existing 60-inch raw water main will be used to feed raw water to the proposed solids-contact clarifiers which will each be equipped with a flow meter and rate of flow-control valve in a vault. Two new sludge pump stations will be constructed to each serve a pair of solids-contact clarifiers. The sludge pump stations will include a below grade portion which will house the sludge pumps and an above grade portion that will house the electrical equipment and controls. A new effluent channel will be constructed to convey the softened water to the existing recarbonation channel. Improvements will be included to feed lime slurry to each of the solids-contact clarifiers from the existing lime storage and slaking system. A new lime feed building will be constructed immediately south of existing softening trains three and four. The building will include new storage silos, slakers, and lime slurry feed equipment. The existing dilute phase lime conveyance system will be routed to the new silos in this building. A new PFAS treatment facility will be constructed in the space freed up by the demolition of existing softening train one. The PFAS treatment building will include a new wet well and 96 MGD pump station to convey softened water through the PFAS treatment system. The treatment process will include a sodium bisulfite feed system, bag filters, and vessels that contain ion exchange media. The facility will contain either 24, 15-foot diameter vessels or 28, 14-foot diameter vessels. The treated water will discharge to new reservoir that is located beneath the operating floor of the PFAS treatment facility. A new 84-inch main will divert the existing post-filter main to the new wet well. A new 84-inch main will connect the new reservoir to the existing post-filter main for conveyance to the existing East Reservoir.

Phase 2 construction will begin after the Phase 1 construction has been completed and the new solids-contact clarifiers have been started up, commissioned, and demonstrated to operate continuously at their design capacity. Phase 2 construction will include the construction of four new 12 MGD solids-contact clarifiers in the space freed up by the demolition of existing softening train three. The existing 84-inch raw water main will be used to feed raw water to the proposed solids-contact clarifiers which will each be equipped with a flow meter and rate of flow-control valve in a vault. Two new sludge pump stations will be constructed to each serve a pair of solids-contact clarifiers. The sludge pump stations will include a below grade portion which will house the sludge pumps and an above grade portion that will house the electrical equipment and controls. A new effluent channel will be constructed to convey the softened water to the existing recarbonation channel. The existing Sludge Pump Building will be

demolished. A new clear-well reservoir will be constructed in the space freed up by the demolition of existing softening train two. Backup power supply for the PFAS Treatment Facility will be provided. Areas disturbed by Phase 1 and Phase 2 construction will be restored.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

Construction Manager shall perform and provide all of the Work described in this Agreement. The Construction Manager's Preconstruction Phase responsibilities are set forth in the Contract Documents including, but not limited to, Sections 2.2-2.5 herein. The Construction Manager shall provide all construction management services necessary for the proper management and construction of the Project. The Construction Manager's Construction Phase responsibilities are set forth in the Contract Documents including, but not limited to, Section 2.8 herein. The Owner and Construction Manager may agree in writing, in consultation with the Engineer, for the Construction Phase Services to commence prior to completion of the Preconstruction Phase Services, in which case, both the Preconstruction Phase Services and the Construction Phase Services will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The team assigned by the Construction Manager during the Construction Phase shall work cooperatively with the Owner and shall be the same team identified in Construction Manager's proposal and assigned to the Project during the Preconstruction Phases.

The Construction Manager acknowledges that the Owner is entering this Agreement in reliance on the Construction Manager's abilities to perform the services requested under this Agreement correctly, and on a timely basis. To the extent that any service hereunder shall be performed by Consultants or Subcontractors retained by the Construction Manager, the term "Construction Manager" as used in this Agreement shall be deemed to include any such Consultant or Subcontractor.

§ 2.1 Construction Manager's Standard of Care

§ 2.1.1 The Construction Manager shall perform the Work in a competent manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

§ 2.1.2 Extent of Responsibility. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall promptly report to the Engineer and Owner any nonconformity, inconsistency, or ambiguity in the Contract Documents discovered by or made known to the Construction Manager, as a request for information in such form as the Engineer may require.

§ 2.1.3 Limit of Construction Manager's Responsibility. The Construction Manager is not responsible for the Engineer's negligence or the Engineer's failure to properly perform the Engineer's contract.

§ 2.2 Preconstruction Phase(s) Requirements

§ 2.2.1 The Construction Manager's Preconstruction Services will begin on the date(s) set forth in the notice(s) that the Owner will issue to the Construction Manager ("Notice to Commence Services").

§ 2.2.2 Organizational Meeting

§ 2.2.2.1 The Preconstruction Services will begin with an organizational meeting between the Owner, Engineer, and Construction Manager. All of the Construction

Manager's key personnel involved in the Project shall attend the organizational meeting.

§ 2.2.2.2 During the Organizational Meeting(s), the attendees will:

.1 review the responsibilities of each of the Owner and Owner's key personnel involved in the Project;

.2 review the scope of the Construction Manager's services and the responsibilities of each of the Construction Manager's key personnel involved in the Project;

.3 review the scope of the Engineer's services and the responsibilities of each of the Engineer's key personnel involved in the Project;

.4 review and establish lines of communication between the Owner, Engineer, and Construction Manager;

.5 review then-available documents that reflect the current status of the Project's design; and

.6 review the various periods of time established in the Contract Documents and determine whether any adjustments are needed in view of the Project's scope, schedule, and budget requirements while providing reasonable periods for the Owner, and Engineer if applicable, to review the Construction Manager's deliverables and for the Construction Manager to revise and resubmit those deliverables.

§ 2.2.2.3 Following the Organizational Meeting(s), the Construction Manager shall schedule and conduct regular meetings with the Engineer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work for each phase. The Construction Manager shall advise the Owner and the Engineer on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.2.2.4 For each phase, the Construction Manager shall develop and maintain a Project Schedule with a logical sequence of events coordinated with the Engineer's design schedule; reasonable periods of time for the Owner and Engineer to review the Construction Manager's deliverables and for the Construction Manager to revise and resubmit those deliverables; and sufficient detail to properly anticipate and monitor progress on the Project.

§ 2.2.2.5 As part of the Preconstruction Services for each phase, the Construction Manager shall provide an evaluation of the Schedule and construction budget requirements, each in terms of the other.

§ 2.2.3 Subdividing the Work for Bidding. Bid Packages are those portions of the overall Work that will be released for competitive bidding by subcontractors to the Construction Manager, or to be bid upon by the Construction Manager itself. Bid Packages may be phased in order to accelerate the Construction Schedule to deal with Project constraints. The purpose of developing Bid Packages is to account for every item of Work in the overall Project without overlaps or omissions between trades.

The Construction Manager shall prepare a single written Subcontracting Plan that will define all Bid Packages to ensure that the Schedule is maintained and that all Work is included. See Section 2.4 for additional details regarding the Subcontracting Plan.

The Subcontracting Plan must be consistent with Construction Manager's response to Section 1.08, Tab 5, Paragraph a.ii of Owner's RFP.

§ 2.2.3.1 Subcontractor/Vendor Solicitation and Prequalification

.1 The Construction Manager shall promote and generate interest of local and regional bidders and develop a master list of Vendors and Subcontractors, which have shown interest in submitting Bid Proposals for the Project. This list should include Vendors and Subcontractors for all categories of Work included in the total Project. The Construction Manager is required to report the percentage of the total Cost of Work that the local firms represent.

.2 This list should include only companies that are responsible, qualified and financially capable.

.3 The Construction Manager shall meet with Owner to discuss potential subcontractors for the Project.

.4 Subcontracts will be awarded on a "best value" basis, as determined by Construction Manager, with Owner's concurrence.

§ 2.2.4 Preliminary Cost Estimate.

§ 2.2.4.1 Based on the materials prepared by the Engineer and provided to the Construction Manager during the Proposal Phase, the Construction Manager shall prepare a separate preliminary estimate of the Cost of the Work, for Owner's review.

§ 2.2.4.2 Following the preparation of the preliminary estimates of the Cost of the Work, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager, and Engineer, estimates of the Cost of the Work of increasing detail and refinement in a format acceptable to the Owner. Such estimates shall be provided for the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when the Preconstruction Fee, plus Construction Fee, plus estimated Cost of the Work, plus Contingency exceed the latest approved Construction Budget and make recommendations for corrective action.

§ 2.2.4.3 The Construction Manager shall advise the Owner in writing if at any time during the Preconstruction Phase it appears that the Project Schedule for either phase or Construction Budget for either phase may be exceeded and make recommendations for corrective action.

§ 2.2.5 Project Schedule. The Construction Manager shall prepare a Project Schedule in a format acceptable to the Owner for the Engineer's review and the Owner's acceptance. The Project Schedule shall coordinate and integrate the Construction Manager's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities, and identify items that could affect the Project's timely completion. The Project Schedule shall include the following: Date for Substantial Completion; Date for Final Completion; milestone dates; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.2.5.1 The Construction Manager shall recommend to the Owner and Engineer a schedule for procurement of long-lead-time items that will constitute part of the Work as required to meet the Project Schedule.

§ 2.2.5.2 The Construction Manager shall identify and detail for construction phasing and scheduling that will minimize interruptions to the Owner's operations.

§ 2.2.5.3 The Construction Manager shall develop the Project Schedule in increasing detail taking into account Engineer-provided information and related requirements and the Owner's operational requirements.

§ 2.2.5.4 The Construction Manager shall update and re-issue the Project Schedule as necessary to keep the Owner and Engineer apprised of the Project Schedule's current status.

§ 2.2.6 Permits.

§ 2.2.6.1 The Construction Manager shall participate in meetings with the Owner and Engineer and regulatory agencies in order to expedite the design/permit process.

§ 2.2.6.2 The Construction Manager shall assist the Owner and Engineer with filing documents required for the approvals of governmental authorities with jurisdiction over the Project.

§ 2.2.6.3 The Construction Manager shall prepare permit applications and supporting data, and obtain required permits as required in the Contract Documents.

§ 2.2.7 The Construction Manager shall review the Construction Documents for each Bid Package to minimize areas of conflict, gaps, and overlaps in the Work to be performed by various Subcontractors.

§ 2.2.7.1 The Construction Manager shall identify areas that the Construction Manager recognizes as having incomplete documentation and uncoordinated multi-discipline Work.

§ 2.2.7.2 The Construction Manager shall assist the Engineer to develop and include Alternates and Allowances in the Construction Documents.

§ 2.2.8 Value Engineering. The Construction Manager shall submit a detailed list of value engineering options and the associated estimated costs. The Construction Manager shall meet and work with the Owner and Engineer in the evaluation of the various options and incorporate selected options into the Budget Estimates for each phase. The Construction Manager shall participate as a Project team member in maximizing the Project value for the Owner.

§ 2.2.9 Cash Flow Analysis. Concurrent with the submission of each Estimate, the Construction Manager shall submit a cash flow analysis for the overall construction duration of the Project. This analysis should be derived from cost loading the construction schedule as developed and revised by the Construction Manager, showing projected monthly billings for Completed Work in Place. The analysis shall list individual monthly billings, accumulated billings to date, and percentages of completion on a monthly basis.

§ 2.3 Guaranteed Maximum Price Proposal and Contract Time

§ 2.3.1 Construction Manager shall submit its GMP Proposal near the completion of its Preconstruction Services, but before bidding any of the Work, unless Owner otherwise agrees to a different timing.

§ 2.3.2 Construction Manager guarantees that it shall not exceed the GMP(s), subject to adjustments that may be allowed under the Contract Documents and Section 5.2.2 herein. All other costs which cause the GMP(s) to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The use of the Contingency by the Construction Manager and all other costs incurred by the Construction Manager are subject to open book pricing in accordance with Sections 6.11 and 10.13 of this Agreement.

§ 2.3.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, any of which, if required, shall be incorporated by Change Order.

§ 2.3.4 The Construction Manager shall include with each GMP Proposal a written statement of its basis, which shall include the following:

§ 2.3.4.1 A schedule and date for all milestones, Substantial Completion, and Final Completion of the Project upon which the GMP is based;

§ 2.3.4.2 A list of the Drawings and Specifications, including all Addenda thereto, upon which the GMP is based;

§ 2.3.4.3 A list of key personnel and consultants for the applicable Scope of the Project (the "Project Team");

§ 2.3.4.4 An equipment schedule, in form satisfactory to the Owner;

§ 2.3.4.5 A completed Proposal Form (See **Exhibit 1**), with the pricing for each of the components of the pricing criteria identified including, but not limited to:

.1 Construction Fee, as defined in the Contract Documents, for the applicable Phase.

.2 General Conditions Costs, as defined in the Contract Documents (based upon Itemized General Conditions, submitted with the Initial Proposal).

.3 Contingency, as defined in the Contract Documents.

.4 Maximum Estimated Cost of the Work.

.5 Guaranteed Maximum Price, as calculated.

§ 2.3.4.6 The Date of Substantial Completion and Date of Final Completion, upon which the proposed Guaranteed Maximum Price is based; and

§ 2.3.4.7 All other information necessary for the parties to enter into a GMP Amendment, including a list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP, but none that conflict with any term or condition of the Contract Documents previously agreed to. Any attempt by the Construction Manager to alter the terms of this Agreement or the General Conditions that were included in the Owner's RFP as a condition or assumption of

the GMP Proposal shall be a material breach of this Agreement by the Construction Manager.

§ 2.3.4.8 Properly Completed City of Dayton Procurement Enhancement Plan Commitment and/or Waiver Request Form as provided in **Exhibit 6.**

§ 2.3.4.9 Properly Completed Disadvantaged Business Enterprises Forms as provided in **Exhibit 21.**

§ 2.3.5 The Construction Manager shall meet with the Owner and Engineer to review the GMP Proposal and reconcile any questions, discrepancies or disagreements relating to the GMP or the qualifications and assumptions. Any qualifications and assumptions shall be documented in writing and approved in writing by Owner. In the event that the Owner and Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price Proposal, its basis, or both.

§ 2.3.6 Following acceptance of a GMP Proposal, the Owner and Construction Manager shall execute a GMP Amendment amending this Agreement, in the form attached hereto as **Exhibit 1.** Should the parties fail to reach agreement regarding the Guaranteed Maximum Price, the Owner shall be entitled to terminate this Agreement without owing any further payment to Construction Manager.

§ 2.3.7 Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.3.8 If necessary, Owner shall authorize the Engineer to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are completed.

§ 2.3.9 The Construction Manager shall include in the Guaranteed Maximum Price all applicable sales, consumer, commercial activity, use, and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3.10 Substantial Completion and Final Completion shall be achieved no later than the dates identified in the GMP Amendment. The Date for Substantial Completion shall only be changed or modified by Change Order or other Modification, regardless of any dates in the Construction Schedule, created by any person, including the Construction Manager. The Date for Final Completion shall only be modified by Change Order or other Modification regardless of any dates in Construction Schedule, created by any person, including the Construction Manager. Owner and Construction Manager agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

§ 2.4 Subcontractors and Suppliers.

§ 2.4.1 The Construction Manager shall place development, review, and approval of the Subcontracting Plan on the Project Schedule.

§ 2.4.2 Before soliciting Bids for any particular Subcontract, the Subcontracting Plan shall **(1)** include a proposed list of prequalified prospective Bidders for that Subcontract and a proposed Bidding Schedule for that Subcontract and **(2)** be submitted to and approved by the Owner. In considering whether a Subcontractor is "qualified," the Construction Manager shall:

§ 2.4.2.1 consider the experience of the bidder, the bidder's financial condition, conduct and performance on previous contracts, facilities, management skills, and the ability to execute the contract properly;

§ 2.4.2.2 require a prospective bidder to submit proof of current licenses held by the prospective bidder, its Consultants, or Sub-Consultants to perform the Work as required by the Owner or by applicable law.

§ 2.4.3 The Owner may eliminate any prospective bidder it determines is not qualified and will notify the Construction Manager of its decision.

§ 2.4.4 Construction Manager shall competitively bid all Work. Construction Manager is obligated to seek bids from a minimum of 3 Subcontractors for each Bid Package, unless otherwise agreed to in writing by the Owner.

§ 2.4.5 Subject to the consent of the Owner, the Construction Manager is not required to award a Subcontract to a low bidder.

§ 2.4.6 When a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.4.7 Immediately upon execution of each Subcontract with a Subcontractor or Supplier, the Construction Manager shall provide the Owner an executed copy of such Subcontract. All Subcontracts on the Project shall comply with Ohio law and shall conform to the following:

§ 2.4.7.1 Mutual rights and responsibilities: The Subcontract form shall contain a provision requiring:

.1 the Construction Manager and the Subcontractor to be mutually bound to the terms of the Contract Documents;

.2 the Construction Manager to assume toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Owner has and assumes toward the Construction Manager;

.3 the Subcontractor to assume toward the Construction Manager the rights, remedies, obligations, and responsibilities that the Construction Manager assumes towards the Owner; and

.4 the Subcontractor to perform its portion of the Work on the Project in accordance with the Contract Documents.

§ 2.4.7.2 Contingent assignment: The Subcontract form shall contain a provision providing for the assignment of the Subcontract to the Owner, at the Owner's option, upon the termination of the Construction Manager's contract and written notice to the Subcontractor.

§ 2.4.7.3 Intended third-party beneficiary: The Subcontract form used for the contract with Subcontractors, Sub-Subcontractors, Consultants, and Sub-Consultants shall contain a provision indicating that the Owner is an intended third-

party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

§ 2.4.7.4 Insurance: The Subcontract form shall contain a provision requiring the Subcontractor to maintain insurance in accordance with the Contract Documents.

§ 2.4.7.5 Retainage: The Subcontract form shall contain a provision requiring that retainage shall be at a rate equal to or less than the percentage retained from the Construction Manager's payment by the Owner for Subcontract work.

§ 2.4.7.6 Dispute resolution: The Subcontract form shall require the contract between the Construction Manager and Subcontractor to contain a dispute resolution provision that is consistent with the dispute resolution provision contained in or referenced by this Agreement.

§ 2.4.8 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.4.9 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Sub-Consultants, Subcontractors, Sub-Subcontractors and their agents and employees, and other persons or entities performing any portion of the Construction Manager's obligations under the Contract Documents.

§ 2.4.10 The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences, and procedures. Construction Manager has a duty to inspect the Work of its Subcontractors, Sub-Subcontractors, Consultants, and Sub-Consultants for appropriate conformance with the Contract Documents and assumes responsibility to Owner for the proper performance of the Work of Subcontractors, Sub-Subcontractors, Consultants, and Sub-Consultants and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including, but not limited to, any third-party beneficiary rights except that the Owner is an intended third-party beneficiary of Construction Manager's agreements with its Consultants, Sub-Consultants, Subcontractors, Sub-Subcontractors and Suppliers.

§ 2.4.11 Construction Manager shall coordinate the activities of all Subcontractors. If Owner performs other Work on the Project or at the Site with separate contractors under Owner's control, Construction Manager shall reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without disruption.

§ 2.4.12 Procurement Enhancement Plan ("PEP") Program. Prior to the completion of the Preconstruction Phase Services, the Owner will establish Performance Enhancement Plan participation goals for the Project ("PEP Goals"). The Construction Manager shall either meet the PEP Goals for the Project or obtain a waiver from the PEP Goals by making Good Faith Efforts to meet the PEP Goals as determined by the Human Relations Council ("HRC"). The failure of the Construction Manager to either meet the PEP Goals

or obtain a waiver from the HRC by properly making Good Faith Efforts to meet the PEP Goals shall be a material breach of contract.

§ 2.4.13 Disadvantaged Business Enterprises ("DBE") Utilization. Construction Manager shall comply with all DBE requirements as provided in **Exhibit 21**.

§ 2.5 Self Performance. If Construction Manager intends to self-perform a portion of the Work on the Project, the Construction Manager shall submit a sealed bid to Owner's Representative for the portion of the Work prior to accepting any bids from Subcontractors for the same Work. The Construction Manager may only self-perform Work to the extent that Owner determines that the bid provides to the Owner the best value.

§ 2.6 Notices and Compliance with Laws. The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.7 Bonds and Insurance. For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide Payment and Performance Bonds **(Exhibit 7)** in the form included in Owner's RFP. With the acceptance of each new GMP Proposal as demonstrated by execution of a new GMP Amendment, Construction Manager will furnish new Payment and Performance Bonds in an amount equal to the new GMP for the particular Project Phase, plus all prior GMPs, as adjusted. At that time all prior Payment and Performance Bonds will be null and void.

§ 2.8 Construction Phase General Responsibilities

§ 2.8.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Engineer.

§ 2.8.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineer, in a format acceptable to the Owner, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Engineer, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on Site, identification of equipment on Site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.8.3 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer and shall provide this information in a monthly report to the Owner and Engineer, in a format acceptable to the Owner.

§ 2.8.4 Consistent with the Construction Manager's Proposal, the Construction Manager shall maintain a competent, full-time staff at the Site at all times that Work is in preparation or progress on the Project and shall establish and implement on-Site organization and authority so that the Work is accomplished in conformance with the Project Schedule.

§ 2.8.5 The Construction Manager shall develop and keep current the Construction Project Schedule in accordance with Section 4.04 of the General Conditions and prepare

and keep current a schedule of submittals that is coordinated with the Construction Project Schedule, for the Owner's acceptance.

§ 2.8.6 The Construction Manager shall monitor the progress of the Work for conformance with the Construction Project Schedule and shall initiate revisions as required by Section 4.04 of the General Conditions. The Construction Manager shall establish the Project's regular working hours, subject to the Owner's approval.

§ 2.8.7 In the event of default of the Construction Manager, the Construction Manager shall cooperate with the Engineer, Owner, and Construction Manager's Surety to achieve the Date of Substantial Completion and Date of Final Completion.

§ 2.8.8 The Construction Manager shall remove all snow and ice as may be required for reasonably safe access to the Site including, but not limited to, building entries, driveways, parking lots, and sidewalks, to the extent required for Construction Manager's operations.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 Structural and Environmental Tests, Surveys, and Reports. During the Preconstruction Phase and with reasonable promptness, the Owner shall furnish tests, surveys and reports, to the extent the Owner has such information, to Construction Manager. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such documents are not Contract Documents. Construction Manager may not rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:

.1 the completeness of such reports or tests for Construction Manager's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed and safety precautions and programs incident thereto; or

.2 any interpretation by the Construction Manager of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Construction Manager to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

§ 3.1.2 The Owner, when such services are requested and determined to be necessary by the Owner, shall furnish services of a geotechnical engineer, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Such documents are not Contract Documents. Construction Manager may not rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:

.1 the completeness of such reports or tests for Construction Manager's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed and safety precautions and programs incident thereto; or

.2 any interpretation by the Construction Manager of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Construction Manager to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

§ 3.1.3 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative. The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the Contract Documents, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services as described in the Contract Documents, the Owner shall compensate the Construction Manager as set forth herein.

§ 4.1.2 Preconstruction Fees. The Preconstruction Fees are the combination of compensation for all services, labor, direct personnel expenses, equipment, material, home office overhead, and profit for such services provided during the Preconstruction Phase of the Project.

The Construction Manager's **Preconstruction Fee** shall be a lump sum of $998,000.00.

The Preconstruction Fees shall not be included in the GMP.

§ 4.1.3 Construction Manager's Preconstruction Fees include the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions. The Preconstruction Fees include all Direct Personnel Expenses incurred by the Construction Manager to provide the services during the Preconstruction Phases of the Project as defined in the Contract Documents.

§ 4.1.4 Additional Services. Any Additional Services outside of the scope of Preconstruction Services set forth in this Agreement will be compensated based upon a written, signed Amendment between the Owner and Construction Manager authorizing such additional services and setting forth the agreed-upon price. Before the Construction Manager incurs any time or expenses on any activity that may be an additional service, the Construction Manager shall provide verbal notice to the Owner followed immediately by written communication to the Owner. No additional services shall be performed without written, signed agreement between the Owner and Construction Manager, prior to the performance of such services.

§ 4.1.5 Payments. Unless otherwise agreed, payments for Preconstruction Services shall be made monthly in proportion to services performed.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Construction Phase Services, the Owner shall pay the Construction Manager the Contract Price set forth in the GMP Amendment. The Contract Price is the sum of the Cost of the Work (as defined in Article 6 of this Agreement), the Construction Fee, General Conditions, and the amount of Contingency used, as each is defined in the Contract Documents, exclusive of the Preconstruction Fees.

§ 5.1.1 The method of adjustment of the Construction Manager's Fee for changes in the Work shall be in accordance with this Agreement and the General Conditions.

§ 5.1.2 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall be in accordance with Section 11.04 of the General Conditions.

§ 5.1.3 Federal Davis-Bacon prevailing wage rates are required on this Project. Construction Manager and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, and to comply with all requirements of the Federal Davis-Bacon Act, including Paragraph 18.10 of the General Conditions. Davis Bacon wage rates are included at **Exhibit 9**.

§ 5.1.4 Retainage shall be withheld in accordance with City of Dayton Construction and Material Specifications Sections 114.04, 114.05, and 114.06.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 Construction Manager guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price (GMP) set forth in the Guaranteed Maximum Price Amendment, as it may be amended from time to time. To the extent the Contract Price exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

§ 5.2.1.1 The Construction Manager's GMP Proposal shall include the following pricing, which shall not exceed the following amounts

.1 Construction Fee of 5.0% of the Cost of the Work (which includes an At-Risk Fee of 1.0% of the Cost of the Work); and

.2 General Conditions of $161,000 per month, in addition to bond costs of 0.7% of the GMP and CMR insurance costs of 3.0% of the GMP; and

.3 Contingency of 2.0% of the Cost of the Work.

§ 5.2.2 Savings. The Savings is the difference between the GMP and the Contract Price if the Contract Price is less than the GMP.

§ 5.2.2.1 Savings. Notwithstanding any provision in this Agreement to the contrary, if the Contract Price is less than the GMP, as such GMP may have been adjusted over the course of the Project, that Savings shall be retained **100%** by the Owner.

§ 5.2.2.2 The GMP includes the Construction Fee, General Conditions, the Contingency, and the Maximum Estimated Cost of the Work, as defined herein.

.1 **Construction Fee.** The Construction Fee is the combination of overhead, including, but not limited to, home office overhead and profit for services provided during the Construction Phase of the Project as defined in the Contract Documents. The amount of the Construction Fee for the Project is identified in the GMP Amendment (**Exhibit 1**).

.2 **General Conditions.** General Conditions are the Construction Manager's costs for materials, services, and equipment necessary to perform the Work on the Construction Phase of the Project but that are not incorporated into the Project. General Conditions costs are <u>not</u> a Cost of the Work (meaning that the Construction Fee does not get applied to General Conditions, therefore General Conditions should include Construction Manager's overhead and profit associated with such items). The cost of any item not expressly identified in the General Conditions will be deemed to be included as part of the Construction Fee if not defined as a Cost of the Work in this Agreement. The amount of the Construction Manager's General Conditions costs for the Project shall be identified in the GMP Amendment (**Exhibit 1**) and shall be consistent with the Construction Manager's Initial Price Proposal included in the Proposal. The General Conditions costs shall not include costs for any of the items listed herein that are included in Subcontract agreements. The Construction Manager's General Conditions costs, to the extent applicable to the Project, will include:

- Construction Manager's home office management personnel, (e.g., President, General Manager, Operations Manager, Business Development Manager, Corporate Counsel, Health and Safety Director, Procurement Manager, Finance and Accounting Manager, Quality Assurance Manager, Estimators);
- Project Management personnel (e.g., Project Executive, Project Manager, Deputy Project Manager, Construction Manager, Deputy Construction Manager, Resident Engineer, Safety Officer, Project Controls staff, superintendents, Quality Manager, contract administration staff, procurement staff, general clerical and administrative support staff, legal staff, estimators, finance and accounting staff);
- progress scheduling;
- compliance notices;
- Contract and Subcontract administration;
- trash removal for construction office;
- project record keeping, documentation, document control, and status reporting;
- Ohio Utilities Protection Services/Dig Safe program notice and coordination;
- Project health and safety program including, but not limited to, equipment, supplies, training, record keeping, plan development, incentives, audits and drills;
- taxes, subject to the terms of this Agreement;
- staff expense allowances;
- personnel and site vehicle rental/mileage, fuel and maintenance;
- relocation and temporary lodging and per diem expense;

- ice and water;
- drug testing;
- communications equipment;
- field/project offices including furnishings, office equipment, utilities, heat, office supplies, telephones, facsimile machines, internet connections, computers/networks/Cadd machinery, janitorial, mail and shipping, security systems, temporary fencing and barricades, office mobilization and demobilization;
- badging and Site security;
- photography/progress photos;
- tool trailer and hand tools;
- Project signage;
- portable toilets, lockers and washrooms;
- temporary power;
- business licenses;
- patent fees and royalties;
- training and recruiting;
- premiums for that portion of insurance and bonds required by the Contract Documents that can be attributed to this Agreement (self-insurance for either full or partial amounts of the coverages required by the Contract Documents may be included, with the Owner's prior approval) – the premium charges will be set forth as a line item in the Itemized General Conditions attached hereto as **Exhibit 10**.

.3 **Contingency**. Unless agreed to by the Construction Manager or otherwise provided in the Contract Documents, Construction Manager's Contingency is not for use by the Owner for scope increases or design changes. Subject to the limitations described herein, the Contingency is available for Construction Manager's use for unanticipated costs it has incurred that are not due to gross negligence or willful or wanton conduct. By way of example, and not as a limitation, such costs may include: (a) overtime or acceleration due to failure of performance by Construction Manager's Subcontractors or Suppliers; (b) escalation of material costs; or (c) costs arising from Subcontractor defaults to the extent not recoverable from the Subcontractors, sureties, insurance, or other sources using commercially reasonable efforts. The Contingency may also be used by Construction Manager for the correction of defective, damaged, or nonconforming Work only to the extent Construction Manager is unable to recover these costs from the responsible Subcontractor, its surety, insurance, or any other source. Construction Manager shall first submit to the Owner for approval a written request for a specific amount and justification for use of Contingency; Construction Manager shall also report use of such Contingency in its monthly report and shall submit Contingency cost item(s), clearly described, with the corresponding Application for Payment.

a. Construction Manager agrees that with respect to any expenditure from the Contingency for which insurance or a bond may provide reimbursement, Construction Manager will in good faith exercise all efforts to obtain recovery from any surety or

insurance company. Construction Manager agrees that if Contingency funds are advanced to Construction Manager and Construction Manager subsequently recovers said costs from a collateral source, then said recovery will be credited back to the Contingency.

b. Any unused portion of the Contingency upon Final Payment shall be reallocated to the Savings and added to the remaining balance of the Savings.

c. The use of the Contingency by the Construction Manager is subject to open book pricing in accordance with Sections 6.11 and 10.13 of this Agreement.

§ 5.2.2.3 Buyout Savings. Notwithstanding any other provision in the Contract Documents to the contrary, if the Maximum Cost of the Work in the GMP Proposal is greater than the actual Cost of the Work following the bidding of all Bid Packages on the Project, such "Buyout Savings" shall be added to the GMP Contingency, via a Change Order.

§ 5.2.2.4 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Owner shall issue such changes in writing, in accordance with the Contract Documents.

§ 5.3.2 Allowances

§ 5.3.2.1 The Contract Price may include the Allowances identified in the GMP Amendment.

§ 5.3.2.2 All Allowances include the cost to the Construction Manager (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

§ 5.3.2.3 The Construction Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are not identified in the Allowance amounts but are otherwise included in any Allowance amounts.

§ 5.3.2.4 Before final payment, a Change Order will be issued to reconcile the Contract Price so that it reflects actual amounts due to the Construction Manager on account of performed Work covered by Allowances. Remaining Allowance amounts not due to the Construction Manager on account of Work covered by the Allowances shall be retained by the Owner and shall not be included in any Savings.

§ 5.3.3 Unit Prices

§ 5.3.3.1 The Contract Price may include the Unit Price Work identified in the GMP Amendment.

§ 5.3.3.2 Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Price will include for all Unit Price Work (1) an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus (2) the Construction Fee on that Unit Price Work. Notwithstanding any other provision in the Contract Documents to the contrary, Construction Manager shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. Construction Manager shall document all Unit Price Work in accordance with open book pricing, maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold, and act promptly in submitting a Claim.

§ 5.3.3.3 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. The Owner will determine the actual quantities and classifications of Unit Price Work performed by the Construction Manager.

§ 5.3.3.4 Before final payment, an appropriate Change Order will be issued per the Contract Documents, to reconcile the Contract Price so that it reflects actual amounts due to the Construction Manager on account of Unit Price Work actually performed.

§ 5.3.4 **Schedule of Values.** Construction Manager shall maintain a Schedule of Values for the Project.

§ 5.3.4.1 Within ten (10) days after receipt of the Notice to Proceed for a Phase of Work for the Project, or other period as mutually agreed by the Construction Manager and Owner, the Construction Manager shall prepare and submit to the Engineer a Schedule of Values for such Phase of Work, in a format acceptable to the Owner.

§ 5.3.4.2 Following the buy-out of Subcontracts, and on a continuing basis thereafter, Construction Manager shall update the Schedule of Values such that the grand total shown on the Schedule of Values equals the Contract Price. The Owner may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work. For the Schedule of Values:

.1 The first items shall be a breakdown of General Conditions Costs.

.2 The amounts for labor and materials shall accurately reflect the cost for each item.

.3 If the material allocation exceeds fifty-five percent (55%) of the Contract Price, the Construction Manager shall provide, upon request, sufficient information to support the higher percentage.

.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

.5 When more than one major structure is included in the Work, the Construction Manager shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

.7 Mechanical and electrical Work shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.

.8 Line items shall be included for each Allowance, Contingency, and the Construction Fee.

§ 5.3.5 Owner may return the Schedule of Values to the Construction Manager for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the Owner determines that it conforms to this Section. No payment shall be made until the Owner has approved the Construction Manager's Schedule of Values.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed Under the GMP

§ 6.1.1 Subject to the GMP, the term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work for the Construction Phase. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 6.1.3 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The Construction Manager shall endeavor to identify any such costs prior to executing the Guaranteed Maximum Price Amendment

§ 6.1.4 The amounts included in Article 6 are subject to open book pricing in accordance with Sections 6.11 and 10.13 of this Agreement.

§ 6.2 Construction Manager's Labor Costs for Self-Performing Work

§ 6.2.1 Actual costs, without markup, for wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Actual costs, without markup, for wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.3 Actual costs, without markup, for costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 and 6.2.2.

§ 6.2.4 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 6.3 Subcontract Costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated In the Completed Construction

§ 6.4.1 Actual costs, without markup, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Actual costs, without markup of materials described in the preceding Paragraph 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials, Equipment and Related Items

§ 6.5.1 To the extent such costs are not included in the General Conditions costs, actual costs, without markup of transportation, storage, installation, maintenance, dismantling, and removal of materials, supplies, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the Site and fully consumed in the performance of the Work. Costs of materials, supplies, machinery, equipment, and hand tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project Site less the value of the item when it is no longer used at the Project Site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 To the extent such costs are not included in the General Conditions costs, actual rental charges without markup for machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the Site and costs of transportation, installation, minor repairs, dismantling, and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 To the extent such costs are not included in the General Conditions costs, actual costs, without markup of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.6 Miscellaneous Costs

§ 6.6.1.1 To the extent such costs are not included in the General Conditions costs, and subject to 6.8.1.11, taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable, not including Commercial Activity Tax or income taxes which shall be the sole responsibility of Construction Manager.

§ 6.6.1.2 To the extent such costs are not included in the General Conditions costs, fees and assessments for the building permit and for other permits, licenses, and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.1.3 To the extent such costs are not included in the General Conditions costs, fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.05 of the General Conditions or by other provisions of the Contract Documents.

§ 6.6.1.4 To the extent such costs are not included in the General Conditions costs, royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other actual costs, without markup, incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in Section 7.15 of the General Conditions.

§ 6.8 Costs Not To Be Reimbursed as Cost of the Work

§ 6.8.1 The Cost of the Work shall not include the items listed below:

§ 6.8.1.1 Construction Fee, which includes salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Site office;

§ 6.8.1.2 Expenses of the Construction Manager's principal office and offices other than the Site office;

§ 6.8.1.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

§ 6.8.1.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

§ 6.8.1.5 Except as provided in Section 5.2.2.2.3, costs due to the negligence or failure of the Construction Manager, Subcontractors, and Suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

§ 6.8.1.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

§ 6.8.1.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

§ 6.8.1.8 Costs for Preconstruction Fees incurred during the Preconstruction Phase;

§ 6.8.1.9 Computers (desktop, laptop, tablet, etc.) and software unless such are acquired solely, not partially or substantially, for the beneficial use of the Project, and computers may not contain other unrelated Project or personal data unless otherwise specifically approved by Owner in writing;

§ 6.8.1.10 Corporate accounting, data and check processing, and similar business transaction related costs related to the Work are part of Construction Manager's overhead business expenses and should have been included in Construction Manager's Fee;

§ 6.8.1.11 All taxes, including, but not limited to, Federal, State, or Local Business Tax, Franchise Tax, Commercial Activities Tax, or similar taxes are the responsibility of the Construction Manager, and the Owner shall not pay or reimburse the Construction Manager for such tax obligations;

§ 6.8.1.12 Consultants to the Construction Manager not previously approved in writing by the Owner;

§ 6.8.1.13 Unless otherwise provided in this Agreement, Owner shall not reimburse the Construction Manager for rental charges more than two (2) weeks

prior to and one (1) week after such temporary facilities, machinery, and equipment that are needed to be used directly in the Work;

§ 6.8.1.14 Costs which are included in the Construction Manager's General Conditions costs as defined in Paragraph 5.2.2.2.2; and,

§ 6.8.1.15 Relocation and temporary living allowances of personnel required for the Work unless such relocation meets the "distance test" under the United States Internal Revenue Publication 521.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts; equipment rental discounts; insurance and surety bonding discounts; and credits, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 2. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 2.

§ 6.11 Accounting Records. The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to review and audit the Construction Manager's records as set forth herein.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Payments for Construction Phase services shall be in accordance with the General Conditions, including Article 15.

ARTICLE 8 INSURANCE AND BONDS

§ 8.1 For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in the General Conditions.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with process set forth in the General Conditions, including Articles 12 and 17.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Ownership and Use of Documents. Section 3.05 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

§ 10.2 Assignment. The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, Associates, and Subcontractors to assist in the performance of the Services.

§ 10.3 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Document will be effective against a party unless set forth in writing and signed by or on behalf of a party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this paragraph.

§ 10.4 Construction. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

§ 10.5 Approvals. Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Construction Manager, provided only that they be reasonable and made in good faith, i.e., honestly. If the Construction Manager challenges any such approval or determination, the Construction Manager will have the burden of proving that it was not made in good faith by clear and convincing evidence.

§ 10.6 Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 10.7 Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all

prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

§ 10.8 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by electronic mail.

§ 10.9 Liquidated Damages. If the Construction Manager does not have its Work for any Phase of Work on the Project substantially complete by the Date for Substantial Completion for such Phase, the Construction Manager shall pay the Owner (and the Owner may set off from sums coming due the Construction Manager) liquidated damages in the per diem amount stated in the following table per day for each day beyond the Date for Substantial Completion that the Work fails to be substantially complete. The Construction Manager acknowledges that such amount of liquidated damages represents a reasonable estimate of the actual damages that the Owner will incur if the Work is not substantially complete by the Date for Substantial Completion. The liquidated damages set forth in the table are intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the Construction Manager that are brought by others including separate consultants and separate contractors or (2) any failure of the Construction Manager to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

GMP	Liquidated Damages Per Day
Less than $1,000,000.00	$500.00
From $1,000,000.01 to $2,000,000.00	$750.00
From $2,000,000.01 to $5,000,000.00	$1,000.00
From $5,000,000.01 to $10,000,000.00	$1,500.00
From $10,000,000.01 to $20,000,000.00	$2,500.00
From $20,000,000.01 to $50,000,000.00	$3,000.00
More than $50,000,000.01	$5,000.00

If the Construction Manager does not have its Work for any Phase of Work on the Project finally complete by the Date for Final Completion for such Phase, the Construction Manager shall pay the Owner liquidated damages in the per diem amount stated below:

GMP	Liquidated Damages Per Day
Less than $1,000,000.00	$50.00
From $1,000,000.01 to $2,000,000.00	$100.00
From $2,000,000.01 to $5,000,000.00	$200.00
From $5,000,000.01 to $10,000,000.00	$400.00

From $10,000,000.01 to $20,000,000.00	$500.00
From $20,000,000.01 to $50,000,000.00	$600.00
More than $50,000,000.01	$800.00

These liquidated damages shall be the sole and exclusive remedy available to the Owner as a result of the Construction Manager's failure to achieve Completion by the dates provided herein. However, the liquidated damages shall not be a limitation on any other claims by the Owner, including, but not limited to, claims for defective work on the Project.

§ 10.10 Waiver of Consequential Damages

§ 10.10.1 Notwithstanding anything herein to the contrary (except as set forth in Section 10.10.2 below), the Construction Manager and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

§ 10.10.1.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

§ 10.10.1.2 damages incurred by the Construction Manager for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

§ 10.10.2 The consequential damages limitation set forth in Section 10.10.1 above is not intended to affect the payment of liquidated damages or direct damages, if any, set forth in the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

§ 10.10.3 This Section 10.10 shall survive termination of the Contract.

§ 10.11 Conflict of Interest. Except with the Owner's prior knowledge and written consent, the Construction Manager shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the Construction Manager's professional judgment with respect to this Project.

§ 10.12 No Findings for Recovery. The Construction Manager represents that the Construction Manager is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Construction Manager has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

§ 10.13 Open Book Pricing. Construction Manager acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. Construction Manager shall allow the Owner and the Owner's consultants access to review and audit the Construction Manager's records.

§ 10.13.1 Records and Audits. The Owner and the Owner's consultants shall be afforded access to review and audit the Construction Manager's records, books, correspondence, instructions, drawings, receipts, Subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, records of time spent by each

person performing work on the Project and time spent on all other projects; such time and payroll records shall include the location of services, detailed description of time and work on this Project and any other projects (redacting the client name or description to the extent necessary) and the Construction Manager shall preserve these for a period of four years after final payment, or for such longer period as may be required by law. Construction Manager shall make all such records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, available to the Owner and the Owner's consultants in a mutually convenient location and document format. In the event that the Construction Manager's records are not available at the agreed upon time or place, or in the event that the Owner finds incomplete records or inaccurate accounting of paid expenses, the Construction Manager shall reimburse the Owner for its time, travel, related expenses and Construction Manager shall reimburse Owner the full amount of any discrepancies or overages.

§ 10.14 Protection of the Project

§ 10.14.1 The Construction Manager shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

§ 10.14.1.1 The Construction Manager shall at all times cover or protect the Work.

§ 10.14.1.2 The Construction Manager, at its expense, shall remove, and replace with new, any Work damaged as a result of the Construction Manager's failure to provide coverage or protection.

§ 10.14.1.3 The Construction Manager, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

§ 10.14.1.4 After the date of Substantial Completion, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

§ 10.14.2 The Construction Manager shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

§ 10.14.3 The Construction Manager shall not load, or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Construction Manager shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

§ 10.14.4 The Construction Manager shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

§ 10.14.5 Vibration, Noise, and Dust Control

§ 10.14.5.1 The Construction Manager shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

§ 10.14.5.2 The Construction Manager will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The

Project Manager may limit or stop the Work if the Construction Manager does not maintain proper air-quality standards.

§ 10.14.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Construction Manager is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Owner prior to the occurrence. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

§ 10.14.5.4 The Construction Manager is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations that shall be given to noise and vibration control are:

.1 Noise control in compliance with Occupational Safety and Health Administration ("OSHA") requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.

.2 Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.

.3 Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges conducive to study and work or other uses for which the facility is designed.

§ 10.15 Progress Cleaning

§ 10.15.1 The Construction Manager shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at or near the Site.

§ 10.15.2 The Construction Manager shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

§ 10.15.3 The Construction Manager shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at or near the Site.

§ 10.15.4 The Construction Manager shall remove, as appropriate for the Project or as the Engineer or Owner directs, any waste materials or rubbish from areas adjacent to the Project.

§ 10.15.4.1 The Construction Manager shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

§ 10.15.5 If the Construction Manager fails to clean up during the progress of the Work, the Owner may clean up on behalf of the Construction Manager and at the Construction Manager's expense. If the Construction Manager fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Owner may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Construction Manager's expense.

§ 10.15.5.1 The Owner may deduct the cleaning costs from payments then or thereafter due the Construction Manager. If payments then or thereafter due the

Construction Manager are not sufficient to cover those amounts, the Construction Manager shall immediately pay the amount of the insufficiency to the Owner.

§ 10.15.6 The Construction Manager shall remove excavated material and spoil to a suitable off-site location approved by the Owner.

§ 10.15.6.1 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Construction Manager shall remove such materials to the designated location.

§ 10.16 Interruption of Existing Operations

§ 10.16.1 Whenever it becomes necessary to interrupt existing operations in use by the Owner, including, but not limited to, sewer, water, gas, and steam lines, electric, telephone, and cable service, the Construction Manager shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Owner.

§ 10.16.2 Before beginning that Work, the Construction Manager shall apply in writing to, and receive approval in writing from, the Owner, through the Engineer, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner.

§ 10.17 Explosives and Blasting

§ 10.17.1 The Construction Manager shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Owner and other authorities with jurisdiction.

§ 10.17.2 The Construction Manager shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

§ 10.17.2.1 The Construction Manager shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Construction Manager shall deliver evidence of that insurance to the Owner.

§ 10.18 Construction Manager Insolvency

§ 10.18.1 Bankruptcy of Construction Manager. If the Construction Manager files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Construction Manager, the Construction Manager as the debtor-in-possession, or the trustee of the Construction Manager's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time limits provided by this Section shall constitute a material breach of the Contract as time is of the essence with respect to Construction Manager's performance of all terms of this Contract. The Construction Manager agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

§ 10.18.2 Receivership or Assignment for the Benefit of Creditors. If the Construction Manager makes a general assignment for the benefit of creditors or if a receiver is

appointed for all or a substantial part of the Construction Manager's business or property, the Owner shall serve written notice on the Construction Manager and Construction Manager's Surety stating that any failure of the Construction Manager to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

§ 10.19 Construction Manager's Documents and Contract Documents

§ 10.19.1 The Owner alone owns any design drawings, shop drawings or plans prepared by the Construction Manager as part of the Project (the "Construction Manager's Documents") and the Contract Documents and every right, title, and interest therein.

§ 10.19.1.1 The Construction Manager must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver, to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Construction Manager's Documents and the Contract Documents.

§ 10.19.2 The Construction Manager may retain copies, including reproducible copies, of the Construction Manager's Documents and the Contract Documents for information, reference, and performance of the Work.

§ 10.19.3 The submission or distribution of the Construction Manager's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Construction Manager's Documents and the Contract Documents. Any unauthorized use of the Construction Manager's Documents and the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

§ 10.19.4 The Construction Manager shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Construction Manager shall provide the Electronic Files (1) at no additional cost to the Separate Consultants, Separate Contractors, and Owner and (2) without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

§ 10.20 Successors and Assigns

§ 10.20.1 The Owner and Construction Manager each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

§ 10.20.2 The Construction Manager shall not assign, or transfer any right, title, or interest in this Contract without the Owner's prior written consent.

§ 10.21 No Third-Party Interest. Except as otherwise set forth herein, (1) no person or entity, other than the Owner and Construction Manager, will have any right or interest under the Contract, and (2) the Contract does not create a contractual relationship of any kind between any people or entities other than the Owner and Construction Manager.

§ 10.22 Rights and Remedies. The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

§ 10.23 Contribution Limits. The Construction Manager hereby certifies that neither the Construction Manager nor any of the Construction Manager's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

§ 10.24 Violating Facilities. Construction Manager agrees to comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities.

§ 10.25 Non-Discrimination. The Construction Manager shall not discriminate on the basis of race, color, national origin, sex gender identity, ancestry, 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 in the performance of this Agreement. The Construction Manager shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Construction Manager to carry out these requirements is a material breach of this Agreement which may result in the termination of this Contract or other legally available remedies. In addition, Construction Manager agrees:

§ 10.25.1 That in the hiring of employees for the performance of Work under this Agreement or in any Subcontract, neither the Construction Manager, Subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

§ 10.25.2 That neither the Construction Manager, Subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.

§ 10.25.3 That there shall be deducted from the amount payable to the Construction Manager by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

§ 10.25.4 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 and may bar Contractor from receiving future City contracts

§ 10.26 Communications. Any written communication or notice from Owner to Construction Manager required by the Contract Documents may be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Construction Manager:	Shook Construction Co.
Address:	2877 Ontario Ave.
City, State Zip Code	Dayton, Ohio 45414
Attention:	John Cleveland

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Construction Manager and Owner.

§ 10.27 Independent Contractor.

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

§ 10.27.2 Construction Manager, its employees and any persons retained or hired by Construction Manager to perform the duties and responsibilities under this Agreement, are not employees of the Owner, 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, Construction Manager shall be responsible to withhold and pay, or cause such agents, Contractors and Subcontractors to withhold and pay, all applicable local, state and federal taxes. Construction Manager acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

§ 10.28 Living Wage Ordinance. By sigining this Agreement, the Construction Manager certifies that it complies with the City of Dayton Ordinance #30829-09 and the City of Dayton's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages

§ 10.29 Tax Exemption. All items purchased under this Contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Form will be furnished to Construction Manager by the Division of Purchasing upon request.

§ 10.30 Procurement Enhancement Program. It is the policy of the Owner to promote full and equal business opportunity to all persons doing business with the City of Dayton. The Owner must ensure that businesses seeking to participate in contracting and procurement activities with the Owner are not prevented from doing so based on the race or gender of their owners. The Owner is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program ("PEP"). PEP, other certification programs and a list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises Construction Managers is available at http://daytonhrc.org/business-technical-assistance/certification/.

§ 10.31 Financial Obligations to Owner. By signing this Agreement, Construction Manager certifies that it is not in arrears or in default to the City of Dayton, or that it is a defaulter of surety or otherwise upon any obligation to the City of Dayton or has failed to perform faithfully any previous contract with the City of Dayton.

§ 10.32 Debarment Requirements. Prior to executing the Agreement, Construction Manager shall provide a Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form as provided in **Exhibit 18.**

§ 10.33 American Iron and Steel Requirements. The Construction Manager's Work on the Project shall comply aith all requirements of the American Iron and Steel Act, including the provisions provided in **Exhibit 16**. Prior to executing the Agreement, the Construction shall provide the Owner with a properly completed Amrican Iron and Steel Act Acknowledgement Form as provided in **Exhibit 17**.

§ 10.34 Utilization Of Small Businesses In Rural Areas (SBRA). This Agreement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

§ 10.35 Contiunous Treatment. Federal regulations prohibit by-passing of any sewage during construction operations. The Construction Manager will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction. Unless otherwise previously or subsequently specified, the Construction manager shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Agreement. The Construction shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete the Work under this Agreement.

§ 10.36 Affirmative Action Assurance ("AAA"). Prior to performing any Work on the Project, the Construction Manager shall electronically submit an Affirmative Action Assurance application via the City of Dayton's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City of Dayton. Construction Manager may contact the HRC for the Rules and Regulations regarding AAA certification at:

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

Failure of the Construction Manager to maintain active AAA certification with the HRC may result in termination of this Agreement and/or denial of future contract awards from the City of Dayton. AAA certification must be updated annually via citybots.com.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

This Agreement is entered into as of the day and year of the Owner's execution.

City of Dayton

(Signature)

Joseph D. Barlette

(Printed name and title)

9/30/25

Date

Shook Construction Co.

(Signature)

Daniel Wolking, Vice President, Midwest Regional Manager

(Printed name and title)

July 25, 2025

Date

CERTIFICATE OF FUNDS

(ORC Section 5705.41)

The undersigned, Fiscal Officer of the City of Dayton, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 10/16/25

By: Kima L Brown

Fiscal Officer, The City of Dayton

Approved as to Form and Correctness:

Musto, John Digitally signed by Musto, John Date: 2025.09.25 14:38:48 -04'00'

City Attorney

Approved By the Commission of the City of Dayton, Ohio.

August 27 2025

Min./Bk. I-A Pg.

Regina D Hollabaugh

Clerk of the Commission

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

5

From 6480 - Public Works/Facilities Management

Date February 18, 2026

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $186,888.24 thru 12/31/2026

Name 130 West Second Street LLC

Address 130 West Second Street, Suite 1700
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6480-1142-54	$186,888.24

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

Description

Ninth Amendment to Lease Agreement for Space at 130 West Second Street

The Department of Public Works ("City") requests approval to enter into a Ninth Amendment to Lease Agreement with 130 West Second Street LLC for space located at 130 West Second Street in the amount of $186,888.24. This space will continue to be occupied by City of Dayton personnel and Department of Information Technology operations, which has been at this site since 1992. The lease cost per month, $20,765.36, will remain consistent from the first renewal to eighth amendment lease agreement period of April 1, 2025 through March 31, 2026.

The term of this Ninth Amendment to Lease Agreement shall commence on April 1, 2026 and expire on December 31, 2026, with optional monthly renewal periods beginning January 1, 2027, if necessary. The City may terminate this Ninth Amendment to Lease Agreement prior to its expiration upon sixty (60) days' written notice to 130 West Second Street LLC.

The Ninth Amendment to Lease Agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds in the amount of $186,888.24 for the remaining nine (9) months of the 2026 fiscal year is attached.

Signatures/Approval

E-SIGNED by Andrew Marks
on 2026-02-11 10:22:02 EST

Division

E-SIGNED by Thomas J. Ritchie, Jr.
on 2026-02-11 11:05:52 EST

Department

C. Lashea Dayton

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT26-0609

SECTION I - to be completed by User Department NO DRAFT DOCUMENTS PERMITTED CO#1

___ New Contract ___ Renewal Contract X Change Order

Contract Start Date	04/01/2026	**Required Documentation**	
Expiration Date	12/31/2026		
Original Commission Approval	$ 186,888.24	X	Initial City Manager's Report
Initial Encumbrance	$ 186,888.24	X	Initial Certificate of Funds
Remaining Commission Approval	$ -	X	Initial Agreement/Contract
Original CT/CF	CT23-0609		Copy of Original City Manager's Report
Increase Encumbrance	$ -		Copy of Original Certificate of Funds
Decrease Encumbrance	$ -		
Remaining Commission Approval	$ -		

Amount: $ 186,888.24	Amount:
Fund Code 10000 (Fund) 6480 (Org) - 1142 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: 130 West 2nd Street LLC

Vendor Address: 130 West 2nd Street, Ste 1700 (Street) Dayton (City) OH (State) 45402 (Zipcode + 4)

Federal ID: 825215830

Commodity Code: 97199

Purpose: Monthly lease payments for 130 W. Second St. (Information Technology: Suites 320 and 321) for the Ninth Amendment to Lease Agreement April 1, 2026 through December 31, 2026.

Contact Person: Chatan Robinson | Public Works/Property Management (Department/Division) | 2/3/2026 (Date)

Originating Department Director's Signature: E-SIGNED by Thomas J. Ritchie, Jr. on 2026-02-04 08:13:42 EST

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.

Kena Y Brown — Finance Director Signature — 2/10/26 — Date

Saleh Asmare — CF Prepared by — 02/10/2026 — Date — CT26-0609 — CF/CT Number CO#1

MW 2-9-26

MEMORANDUM | DAYTON

February 3, 2026

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

FROM: Thomas J. Ritchie, Jr. E-SIGNED by Thomas J. Ritchie, Jr. on 2026-02-11 11:05:58 EST
Department of Public Works

SUBJECT: Ninth Amendment to Lease Agreement for Space at 130 West Second Street

The Department of Public Works ("City") requests approval to enter into a Ninth Amendment to Lease Agreement with 130 West Second Street LLC for space located at 130 West Second Street ("Premises") in the amount of $186,888.24. This space will continue to be occupied by City of Dayton personnel and Department of Information Technology operations, which has been at this site since 1992. The lease cost per month, $20,765.36, will remain consistent from the first renewal to eighth amendment lease agreement period of April 1, 2025 through March 31, 2026.

The term of this Ninth Amendment to Lease Agreement shall commence on April 1, 2026 and expire on December 31, 2026, with optional monthly renewal periods beginning January 1, 2027, if necessary. The City may terminate this Ninth Amendment to Lease Agreement prior to its expiration upon sixty (60) days' written notice to 130 West Second Street LLC.

The Premises are currently occupied by personnel from the Department of Planning, Neighborhoods and Development due to ongoing renovations at City Hall. Upon completion of the sixth floor and adjacent lightwell at City Hall, anticipated in May, staff will relocate back to City Hall and vacate the Premises. At that time, the City will no longer have a need to utilize the offices at the Premises.

In addition, the Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1 project will construct a new data center [redacted]. Once this work is completed, anticipated this summer, all existing Department of Information Technology operations and equipment will be removed from the Premises. The City intends to dispose of or repurpose all remaining furniture, fixtures, and equipment so that the Premises may be returned to 130 West Second Street LLC without the need to exercise the optional monthly renewal periods.

The Ninth Amendment to Lease Agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds in the amount of $186,888.24 for the remaining nine (9) months of the 2026 fiscal year is attached.

TJR/atm A.M.

Cc: Mr. Parlette, Ms. Lofton

Docusign Envelope ID: A14CE711-F2AD-4A5D-8253-7EF710633592

NINTH AMENDMENT TO LEASE

This Ninth Amendment to Lease ("Ninth Amendment") is made this ___ day of _____ 2026, by and between **130 WEST 2ND STREET, LLC**, a Massachusetts limited liability company, successor-in-interest to Titan Loan Investment Fund, LP, a Delaware limited partnership, successor-in-interest to TAG 130 Dayton, LLC, a Delaware limited liability company, successor-in-interest to 130 West Second Street Ltd., an Ohio limited liability company, successor-in-interest to Oakwood Associates, L.P. ("Landlord") and **CITY OF DAYTON, OH**, having an office at 101 West Third Street, Dayton, Ohio 45402 ("Tenant").

WITNESSETH:

WHEREAS, by a Lease made and entered into on January 23, 1992, as amended by the First Amendment to Lease dated January 25, 2002, as amended by the Second Amendment to Lease dated April 26, 2006, as amended by the Third Amendment to Lease dated April 11, 2016, and as amended by the Fourth Amendment dated March 11, 2019, as amended by the Fifth Amendment dated March 2020, as amended by the Sixth Amendment dated March 24, 2021, as amended by the Seventh Amendment dated February 2022, as further amended by the Eight Amendment dated April 5, 2023 (the "**Lease**"), Landlord's predecessors in interest leased to Tenant, and Tenant leased from Landlord, approximately 16,679 square feet (the "**Premises**") in the building located at 130 West Second Street, Dayton, Ohio 45402 (the "**Building**"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for a further extension of the term of the Lease, as more particularly provided in this Ninth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Ninth Amendment and for other good and valuable consideration, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Capitalized terms used in this Ninth Amendment unless otherwise defined herein have the same meaning ascribed to them in the Lease.

2. The term of the Lease is hereby extended for an additional nine (9) months commencing April 1, 2026 (the "**Commencement Date**") and expiring on December 31, 2026 (the "**Ninth Extended Term**"). Included in this Ninth Amendment shall be optional month to month renewal periods commencing January 1, 2027 (the "**Renewal Commencement Date**"). This renewal period shall be exercised by Tenant's delivery of written notice to Landlord given within sixty (60) days prior to expiration of the Ninth Extended Term.

3. During the Ninth Extended Term, the Tenant's rent shall be $20,765.36 per month.

4. Tenant may terminate upon sixty (60) days written notice to Landlord.

5. Except as modified in this Ninth Amendment, all of the terms, covenants and conditions contained in the Lease shall remain unmodified and in full force and effect.

Docusign Envelope ID: A14CE711-F2AD-4A5D-8253-7EF710633592

6. In the event of an inconsistency between the Lease and this Ninth Amendment, the terms and provisions of this Ninth Amendment shall govern.

7. This Ninth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

8. Tenant represents and warrants that it has not dealt with any real estate broker except for Matt Arnovitz of CBRE, Inc., representing Landlord. To Tenant's knowledge, no other broker initiated or participated in the negotiation of this Ninth Amendment or is entitled to any commission in connection with this Ninth Amendment.

9. This Ninth Amendment constitutes the entire agreement between the parties regarding the matter provided herein. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Ninth Amendment. This Ninth Amendment may not be changed orally, but only by an agreement in writing signed by the parties.

10. This Ninth Amendment may be executed in one or more counterparts, all of which when taken together constitute one and the same instrument. Signatures transmitted by facsimile or email will be deemed to be original signatures.

Landlord and Tenant have set their hands as of the day and year first above written.

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2026.02.03 14:22:29 -05'00'

_____
City Attorney

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

_____, 20____
Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

130 WEST 2ND STREET, LLC

DocuSigned by:
Brian Lash
BDB88755AD32447...

Title Manager

2/3/2026 | 2:01 PM PST

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

From	**6480 - Public Works/Facilities Management**	Date	**February 18, 2026**
		Expense Type	**Award of Contract**
	Supplier, Vendor, Company, Individual	Total Amount	**$489,859.48 thru 12/31/2028**
Name	**AKA Construction, Inc**		
Address	**903 Salem Street** **Brookville, Ohio 45309**		

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2024 General Obligation Debt	49311-6480-1425-54	$293,859.48
Community Development Block Grant	26071-6480-1425-54	$196,000.00

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

Description

One Stop Restroom Renovation Phase 1 Re-Bid #2
(10% WBE Participation Goal/13.79% WBE Participation Achieved) &
(5% SBE Participation Goal/13.79% SBE Participation Achieved)
(Federal CDBG Funds)

The Department of Public Works ("City") requests approval to award a contract to AKA Construction, Inc ("AKA") for the One Stop Restroom Renovation Phase 1 Re-Bid #2 project. This project will begin to renovate the restrooms in One Stop, starting with the two (2) public restrooms within the main lobby on the first floor. Work will include improvements to accessibility, fixtures, finishes, architectural, mechanical, electrical, and plumbing elements.

This project was first bid on March 29, 2024, and two bids were received. The apparent low bidder was requested to submit additional documentation, as this firm had not previously performed this type of work for the City. Following a review of the bidder's experience and references, the apparent low bidder was not determined to be the lowest and best bid. AKA submitted the second-lowest bid; however, all bids were rejected due to a substantial cost difference between the apparent low bidder and AKA. This project was rebid on June 5, 2024, at which the same apparent low bidder submitted the sole bid. Given the City's prior determination and continued concerns based on references received, the bid was again rejected.

A third bidding cycle was intentionally delayed allowing additional time between solicitations, as contractor participation in the first two bids was limited. Discussions with local contractors who attended the voluntary site visits, but did not submit bids, indicated minimal capacity during the 2024 and early 2025 construction seasons. In addition, the 2025 Capital Improvement Program approved the use of Community Development Block Grant ("CDBG") funds for this project. On January 22, 2026, the project was bid for a third time, resulting in three bids. It is recommended that the contract be awarded to AKA in the amount of $489,859.48. This amount includes the base bid of $299,859.48 and Alternate No. 1 Contingency Allowance in the amount of $190,000.00. The estimated cost for this project was $496,000.00. The time bid for project completion is December 31, 2026.

This project is being funded by 2024 One Stop Restroom Reno Phase 1 and Community Development Block Grant funds. A Certificate of Funds, Tabulation of Bids, Human Relation Council's verification letter, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

E-SIGNED by Andrew Marks on 2026-02-04 07:59:16 EST

Division

E-SIGNED by Thomas J. Ritchie, Jr. on 2026-02-04 10:28:44 EST

Department

C. Lashea Patton

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT26-4399

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/28
Original Commission Approval	$ 489,859.48
Initial Encumbrance	$ 489,859.48
Remaining Commission Approval	$ -

Required Documentation

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

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

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

Amount: $ 293,859.48	Amount: $ 196,000.00
Fund Code 49311 - 6480 - 1425 - 54 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code 26071 - 6480 - 1425 - 54 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: AKA Construction, Inc

Vendor Address: 903 Salem Street (Street) Brookville, Ohio 45309 (City State Zipcode + 4)

Federal ID: 310960622

Commodity Code: 91831

Purpose: Award of Contract for the One Stop Restroom Renovations Phase 1 Re-Bid #2 project.

(10% WBE Participation Goal / 13.79% WBE Participation Achieved) (5% SBE Participation Goal / 13.79% SBE Participation Achieved).

Contact Person: Andrew Marks | Public Works/Property Management (Department/Division) | 2/2/2026 (Date)

Originating Department Director's Signature: E-SIGNED by Thomas J. Ritchie, Jr. on 2026-02-04 10:28:48 EST

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.

Kristin Thoron — Finance Director Signature — 2/10/26 — Date

Sakeh Asimaw — CF Prepared by — 02/10/2026 — Date — CT26-4399 — CF/CT Number

MW 2-9-26
SA

MEMORANDUM | DAYTON

January 30, 2026

TO: David Escobar, City Engineer
Department of Public Works

Andrew Marks, P.E.
Division Manager
Department of Public Works

FROM: Alma Sove, BTA Administrator
Human Relations Council (HRC)

SUBJECT: **One Stop Restroom Renovations Phase 1 Re-Bid #2 (WBE 10% & SBE 5% Participation Goals)**

The HRC recommendation is to award the above contract to **AKA Construction, Inc.**, who submitted a bid that uses one (1) MBE-certified contractor to meet the **10% WBE and 5% SBE** project participation goals. The HRC's contract compliance analysis verified **AKA Construction, Inc.** is an approved bidder in the City of Dayton's Affirmative Action Assurance (AAA) program, and the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the award is as follows:

PRIME CONTRACTOR	AAA	WBE	SBE	AMOUNT OF BASE BID
AKA Construction, Inc	*X*	*X*	*X*	*$299,859*

CERTIFIED WBE PARTICIPATION				COMMITTED AMOUNT	% TOWARD GOAL
AKA Construction Inc.	*X*	*X*	*X*	*$40,236*	*13.41% WBE/SBE*
Gifted Hands Cleaning LLC	*X*	*X*	*X*	*$1,169*	*.38% WBE/SBE*
				Total Towards Goal	***13.79% WBE, 13.79% SBE***

The contract agreement should include the WBE and SBE participation forms (Letters of Intent) for all subcontractors. Contract compliance includes, but is not limited to, meeting verified participation and worker utilization goals as stated in the Affirmative Action Program (AAA) Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, contact the HRC at (937) 333-1400.

Dayton, Ohio

Department of Public Works

Bid Tabulation For: One Stop Restroom Renovation Phase 1

Re-Bid #2 (10% WBE & 5% SBE Participation Goal)

(General Capital Funds) (Federal CDBG Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
January 22, 2026	$525,000.00	December 31, 2026

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
***AKA Construction, Inc.**	$299,859.48	-0- December 31, 2026	$299,859.48
Alpha Construction Indiana, Inc.	$303,249.48	-0- December 31, 2026	$303,249.48
JL Kuck General Contractors	$394,443.48	-0- December 31, 2026	$394,443.48

***Awarded**
Revised 9/14/98

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid One Stop Restroom Renovations
Phase 1 Re-Bid #2
371 W. Second Street
Dayton, Ohio 45402

Bidder AKA Construction, Inc.
903 Salem Street
Brookville, Ohio 45309
(937) 222-1501

One Stop Restroom Renovations Phase 1 Re-Bid #2 (#9807357)					
Owner: Dayton OH, City of					
Solicitor: Dayton OH, City of					
01/22/2026 12:00 PM EST					
				AKA Construction, Inc.	
Item Code	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Item 1	First Floor Elevator Core Restrooms, Complete, As Per Plan	Lump	1	$295,250.00	$295,250.00
Item 2	Building Permit Fee	EA	1	$4,609.48	$4,609.48
Alternate No. 1, Base Bid Contingency Allowance ($200,000.00)					**$200,000.00**
Alt. 1	Base Bid Contingency Allowance ($200,000.00)	Lump	1	$200,000.00	$200,000.00
Alternate No. 2, Second Floor Restrooms					**$325,280.00**
Alt. 2	Second Floor Restrooms	Lump	1	$325,280.00	$325,280.00
Alternate No. 3, Third Floor Restrooms					**$322,150.00**
Alt. 3	Third Floor Restrooms	Lump	1	$322,150.00	$322,150.00
Alternate No. 4, Basement Elevator Core Restrooms					**$237,400.00**
Alt. 4	Basement Elevator Core Restrooms	Lump	1	$237,400.00	$237,400.00
Base Bid Total:					**$299,859.48**

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES☐ NO☑

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES☐ NO☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES☐ NO☑

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities , immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES☐ NO☑

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name AKA Construction, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Amy Jo Gostomsky, President

Cambell Gostomsky, Secretary

Home Office Address 903 Salem St., Brookville, OH 45309

Local Address 903 Salem St., Brookville, OH 45309

Telephone (937) 222-1501 Fax (937) 276-5200

E-mail amy@aka-construction.com

Federal I.D.# 31-0960622

Dated this 22 day of January, 20 26

Bidder: Amy J. Gostomsky, President
(Person, Firm, or Corporation)

By: Amy Jo Gostomsky

Title: President

BID BOND

Amount $ 10%

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent 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 award to the bidder,

AKA Construction, Inc.

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the 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.

Signed at Dayton, Ohio, this 22nd day of January , 20 26

AKA Construction, Inc.

Bidder

AKA CONSTRUCTION, INC. CORPORATE SEAL OHIO

Ohio Farmers Insurance Company

Katherine J. Scarberry Surety Attorney-In-Fact

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Marsh & McLennan Agency LLC
Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401
Address of Insurance Agency

Telephone 937-228-4135 FAX 212-948-6401

WESTFIELD™

AUTHORIZATION AND CONSENT TO THE USE OF ELECTRONIC SEAL ADDENDUM (APRIL 22, 2020)

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, Westfield Insurance Company and/or Westfield National Insurance Company and/or Ohio Farmers Insurance Company (collectively the "Surety") has authorized its Attorney-in-Fact to affix the Surety's corporate seal to any bond executed on behalf of the Surety by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of the Surety by its Attorney-in-Facts, the Surety hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.



Thank you,

Gary W. Stumper
National Surety Leader

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025
Effective 07/01/2025
Expires 06/30/2026

I, Judith French, 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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

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

Judith L. French

Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..... Ohio ... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

NOTARIAL SEAL STATE OF OHIO

BD5402 B

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3413992 03**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JENNIFER L. SALM, AMANDA L. BRUMBAUGH, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, DAVID G. EVELEIGH, LISA SANDILANDS, JOINTLY OR SEVERALLY

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

BID BOND

Amount $ 10%

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent 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 award to the bidder,

AKA Construction, Inc.

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the 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.

Signed at Dayton, Ohio, this 22nd day of January, 20 26

AKA Construction, Inc.

Bidder

AKA CONSTRUCTION, INC. CORPORATE SEAL OHIO

Ohio Farmers Insurance Company

Katherine J. Scarberry Surety Attorney-In-Fact

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

Telephone 937-228-4135 FAX 212-948-6401

WESTFIELD™

AUTHORIZATION AND CONSENT TO THE USE OF ELECTRONIC SEAL ADDENDUM (APRIL 22, 2020)

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, Westfield Insurance Company and/or Westfield National Insurance Company and/or Ohio Farmers Insurance Company (collectively the "Surety") has authorized its Attorney-in-Fact to affix the Surety's corporate seal to any bond executed on behalf of the Surety by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of the Surety by its Attorney-in-Facts, the Surety hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.



Thank you,

Gary W. Stumper
National Surety Leader

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025
Effective 07/01/2025
Expires 06/30/2026

I, Judith French, 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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

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

Judith L. French

Judith French, Director

Financial Statement

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

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..... Ohio ... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3413992 03**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JENNIFER L. SALM, AMANDA L. BRUMBAUGH, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, DAVID G. EVELEIGH, LISA SANDILANDS, JOINTLY OR SEVERALLY

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

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, Amy Jo Gostomsky, President hereby certify that
(print name – an Officer of the company)

AKA Construction, Inc. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑ 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: Amy J. Gostomsky, President
(signature)

Title: President

Date: 01/22/2026

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.

401K

Health Insurance

Dental Insurance

Life Insurance

Vacation

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

None

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

Gifted Hands Cleaning LLC

RDES, Inc.

OK Interiors Corp

Weiffenbach Marble & Tile Co.

Ohio Valley Painting Co., Inc.

Inter-Co

Vaughn Interior Concepts

Starco, Inc.

Saturn Electric

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.

See attached list

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.

None

AKA Construction, Inc.

Dayton One Stop Restroom Renovations Phase 1 Re-Bid #2

Minority Business Enterprises Contacted for the Purpose of Obtaining Quotes

PEP SBE and WBE Vendor List
Apex Mechanical Systems Inc
Billy Back Excavating Ltd
Brahan LLC,
Brian Brothers Painting & Restoration LLC
CPM Enterprises LLC
D&D Electrical Service
Digital Watchman LLC
Diversified Mechanical Systems LLC
Ebony Construction Company Inc
Enviro Control Systems INC
Ewol Trucking & Construction
Gem City Contracting LLC
Gem City's Finest Professional Services
Gifted Hands Cleaning LLC
JK Construction LLC
Jones Family Enterprise LLC
Kaiker Development LLC
KRA Designs LLC
KT Holden Construction LLC
L J DeWeese Company Inc
Mad River Construction LLC
New Industry Standard LLC
NineFive Holdings LLC
Oh-Man Enterprises LLC
Outdoor Enterprise LLC
Peek Performance LLC
Proflex Construction Supplies LLC
Staub Cleaning Services
Tall View Palladium INC
Taylor Enterprise LLC
The Painting Contractor LLC
Thermal Tech Insulation INC
ODOT Certified SBE Vendor List
CORPI LLC
CPM Enterprises LLC
DIVERSIFIED FACILITY SOLUTIONS
Homes by TPG Construction LLC
Jacobs Telephone Contractors
Kes Harris Trucking, LLC
MRJ Construction and Maintenance LLC
Northside Construction and Supply Co., Inc.
Security Fence Group, Inc.

AKA Construction, Inc.

Dayton One Stop Restroom Renovations Phase 1 Re-Bid #2

Minority Business Enterprises Contacted for the Purpose of Obtaining Quotes

State of Ohio Certified WBE Vendor List
F & D Multiservice LLC
Kelz Elite Insulation LLC
B.I.D. Masonry LLP
Anderson Aluminum Corporation
Herman Cleaners LLC
Mac Construction Inc.
Pummell Construction Services
Roberts Service Group Inc.
SavKon Construction LLC
Creative Touch Designs
SECURITY FENCE GROUP INC
THE GEILER COMPANY
L.J. DeWeese Company Inc.
MIDWEST MAINTENANCE INC
Apex Mechanical Systems Inc.
CHC Services LLC
Concrafted LLC
Riverfront Building Products LLC

CERTIFICATION

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

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

Amy Jo Gostomsky being duly sworn, deposes and states as follows:

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

2. The Contracting Party is a/an (select one):

☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

☑ Corporation organized and existing under the laws of the State of Ohio.

☐ Labor organization.

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

By: Amy J. Gostomsky, President

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY OF Montgomery) SS:

Amy Jo Gostomsky, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
AKA Construction, Inc. that
(business or organization name)

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

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

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

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

Amy J. Gostomsky, President
SIGNED

President
TITLE

Bid Certificate for Build America, Buy America Compliance

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal.

Project Type

Is this project an infrastructure project *(includes construction, alteration, maintenance, or repair of infrastructure regardless of whether infrastructure is the primary purpose of the project)*?

☑ **Yes**; Continue to Funding section.

☐ **No**; BABA does not apply, please go to the Certification section.

Funding

Is the project funded by a HUD program (CDBG, HOME, ESG, CoC, or CPF) from FY23 and beyond for CDBG or FY24 and beyond for all other programs?

☐ **Yes**; Continue to Covered Materials Section.

☑ **No**; BABA does not apply, please go to the Certification section.

Covered Materials

Will the project use Covered Materials? Check box for each type of covered material incorporated into this project.

☐ **Iron or steel**

☐ **Specifically Listed Construction materials** *(Non-ferrous metals, lumber, and plastic- and polymer-based composite building materials, pipe, and tube)*

☐ **Not Listed Construction materials** *(All other plastic- and polymer-based materials (such as polymers used in fiber optic cables), glass, fiber optic cable, optical fiber, engineered wood, and drywall)*

☐ **Manufactured products** *(Articles, materials, or supplies that have either been: Processed into a specific form or shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies)*

☐ **None of the above** (If selected, BABA does not apply, please go to the Certification section)

The bidder or offeror must indicate how they intend to comply with 2 CFR Part 184 by selecting one of the following certification statements. Bidder must select **one** not all, by inserting a checkmark (✓).

☐ Bidder or offeror hereby certifies that they will comply with 2 CFR Part 184 by:

a) Only installing covered materials selected above produced in the United States.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide material certification documents that list the source and origin of the iron, steel, construction materials, and/or manufactured products.

2. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge, in which case Jordan Bereda, at Jordan.Bereda@daytonohio.gov, must be contacted to determine next steps.

☐ Bidder or offeror hereby certifies that they qualify for a General Waiver (Exigent Circumstances or De Minimis and Small Grants) under 2 CFR Part 184. By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to Jordan Bereda, at Jordan.Bereda@daytonohio.gov, within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested. All waivers must be applied for through Jordan Bereda, or designated City of Dayton staff.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To furnish US domestic product for any waiver request that is rejected.

☐ Bidder or offeror hereby certifies that they qualify for a Project-/Product-Specific Waiver (Public Interest, Nonavailability, or Unreasonable Cost) under 2 CFR Part 184. Please note that approval of these waivers can take 6 weeks or more to be approved or denied. By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to Jordan Bereda, at Jordan.Bereda@daytonohio.gov, within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested. All waivers must be applied for through Jordan Bereda, or designated City of Dayton staff.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To furnish US domestic product for any waiver request that the Made in America Office or HUD rejects.

Required Documentation for Waivers

General Waivers:

a. Exigent Circumstances- Projects that must be completed immediately to protect life, ensure safety, or prevent the destruction of property. Provide evidentiary documentation of this.
b. De Minimis and Small Grants- Projects whose total cost (from all sources) does not exceed the simplified acquisition threshold value ($250,000), OR if BABA materials for a portion of a project comprise no more than 5% of the total cost of covered materials used in a project (not to exceed $1 million), BABA can be waived for that portion of the project. Provide documentation that includes the total cost of covered materials and calculated total cost of covered materials to be waived. Provide a list of covered materials and their associated costs to which the De Minimis limit has been applied.

Project-/Product-Specific Waivers:

a. Public Interest- Applying BABA to this project would be inconsistent with the public interest. Provide evidentiary documentation of this.

b. Nonavailability- Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality. Provide evidentiary documentation of this (will likely require coordination with Jordan Bereda as the MEP office will need to confirm nonavailability of materials).
c. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall infrastructure project by more than 25 percent. Provide evidentiary documentation of this.

Certification

I hereby certify this information is complete and accurate and agree to provide documentation necessary to comply with 24 CFR Part 184. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification.

Signature: _____ Date: 01/22/2026

Company Name: AKA Construction, Inc.

Title: President

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: One Stop Restroom Renovations Phase 1 Re-Bid #2 371 W. Second St., Dayton, OH 45402

NAME LOCATION

During the performance of this contract:

AKA Construction, Inc.	903 Salem St., Brookville, OH 45309	937-222-1501 / 937-276-5200
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

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

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

CONTRACTOR'S CERTIFICATION

AKA Construction, Inc. (Contractor) certifies that:

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

Carpenter	Electrician
Laborer	
Brick Mason	
Painter	
Plumber	
Sheet Metal	

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

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

SIGN: Jay L. Gastonday, President
(Signature of Authorized Representative of Bidder)

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

PEP-CERTIFIED SBE (SELECT 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: AKA Construction, Inc.

Address: 903 Salem Street

City: Brookville State: OH ZIP: 45309

Telephone: (937) 222-1501 Email: amy@aka-construction.com

Primes Base Bid $ $ 299,859.48

Name of Project: One Stop Restroom Renovations Phase 1 Re-Bid #2

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: AKA Construction, Inc.

PEP-Certified Firm's Tax ID#: 31-0960622

Scope of Work to Be Performed by Certified Firm: General Contractor: Supervision, Rough Carpentry, Doors, Frames, Hardware, Access Doors and Panels, Panel Signage

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 40,236.00	% 13.41	$ $ 40,236.00
Materials	$	%	$
Labor	$	%	$

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.

Amy Jo Gostomsky, President

(Signature of Bidder/Proposer's Authorized Agent)

Amy Jo Gostomsky

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

President 01/22/26

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

IF THE BIDDER/OFFEROR 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.

Ohio Department of Transportation Certified Directory

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Search Parameters

Certifications	** Small Business Enterprise (SBE) **
Business Name/DBA	**AKA CONSTRUCTION, INC.**

Ohio Department of Transportation Certified Directory

AKA Construction, Inc.

Owner	Email	Phone	Fax	Website	Physical Address
Amy J Gostomsky	**amy@aka-construction.com**	**937-222-1501**	**937-276-5200**	**http://n/a**	**903 Salem St Brookville, OH 45309**

Mailing Address	Certifying Agency	Cert Type
903 Salem St Brookville, OH 45309	**OHIO DOT**	**SBE**

Capability

Industrial Building Construction; Commercial and Institutional Building Construction; Commercial and Institutional Building Construction Activities (excluding Construction Management, Office Buildings, Shops/Warehouses, Storage Facilities, Building Additions, Toll & Service Plaza Facilities, and Field Offices)

Commodity Codes	County	Re-Evaluation Status	Interstate Certification Jurisdiction of Original Certification (JOC)
	Montgomery		

Interstate Certification JOC Anniversary Date

U.S. Small Business Administration

www.sba.gov/wosbready
Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

8/9/2024

Amy Gostomsky
AKA Construction Inc.
903 Salem Street
Brookville, OH 45413-8225

Dear Amy Gostomsky:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as a Women-Owned Small Business (WOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. Thereafter, your firm must undergo a full program examination every three years conducted by SBA or a third-party certifier to maintain certification. Instructions for maintaining WOSB Program certification are available at 13 CFR 127.400 and at https://wosb.certify.sba.gov/.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in WOSB.Certify.sba.gov. Your firm must not misrepresent its WOSB Program certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB Program participant, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.

All SBA programs and services are extended to the public on a nondiscriminatory basis.

- WOSB Program website: For specific resources on Federal government contracting and the WOSB Federal Contract Program, please visit: https://www.sba.gov/wosbready.

As a certified participant in the WOSB Program, **you CAN** use the WOSB Program Icon on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: https://www.sba.gov/brand/for-partners/resource-partners-grantees/;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at https://wosb.certify.sba.gov/help/ or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,

Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting

PEP-CERTIFIED WBE (SELECT 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: AKA Construction, Inc.

Address: 903 Salem Street

City: Brookville State: OH ZIP: 45309

Telephone: (937) 222-1501 Email: amy@aka-construction.com

Primes Base Bid $ $ 299,859.48

Name of Project: One Stop Restroom Renovations Phase 1 Re-Bid #2

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: AKA Construction, Inc.

PEP-Certified Firm's Tax ID#: 31-0960622

Scope of Work to Be Performed by Certified Firm: General Contractor: Supervision, Rough Carpentry, Doors, Frames, Hardware, Access Doors and Panels, Panel Signage

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 40,236.00	% 13.41	$ $ 40,236.00
Materials	$	%	$
Labor	$	%	$

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.

Amy Jo Gostomsky, President

(Signature of Bidder/Proposer's Authorized Agent)

Amy Jo Gostomsky

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

President 01/22/26

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

IF THE BIDDER/OFFEROR 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.

Women Business Enterprise
Certification Letter

March 28, 2025

Amy Gostomsky, President
AKA CONSTRUCTION, INC.
903 SALEM ST
BROOKVILLE, OH 45309

CERTIFICATION NUMBER: WBE - 202502-19465
Effective Dates: March 28, 2025-March 28, 2027

Dear Amy Gostomsky, President:

The Ohio Department of Development (Development) has reviewed your application to obtain certification as a Women Business Enterprise (WBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that AKA CONSTRUCTION, INC. is hereby certified by as a WBE.

This certification letter shall serve as the State's official certification to this effect.

As a certified WBE, AKA CONSTRUCTION, INC. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of AKA CONSTRUCTION, INC.'s WBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, AKA CONSTRUCTION, INC. must submit a completed Re-certification Application for Development's review relative to AKA CONSTRUCTION, INC.'s eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a WBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

PEP-CERTIFIED WBE (SELECT 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: AKA Construction, Inc.

Address: 903 Salem Street

City: Brookville State: OH ZIP: 45309

Telephone: (937) 222-1501 Email: amy@aka-construction.com

Primes Base Bid $ $ 299,859.48

Name of Project: One Stop Restroom Renovations Phase 1 Re-Bid #2

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Gifted Hands Cleaning LLC

PEP-Certified Firm's Tax ID#: 38-4287128

Scope of Work to Be Performed by Certified Firm: Final Cleaning

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 1,169.00	% 0.38	$ $ 1,169.00
Materials	$	%	$
Labor	$	%	$

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.

Amy Jo Gostomsky President

(Signature of Bidder/Proposer's Authorized Agent)

Amy Jo Gostomsky

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

President 01/22/26

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

IF THE BIDDER/OFFEROR 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-CERTIFIED (SELECT 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: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

_____

_____

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ _____	% _____	$ _____
Materials	$ _____	% _____	$ _____
Labor	$ _____	% _____	$ _____

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)

_____
(Printed Name of Bidder/Proposer's Authorized Agent)

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR 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-CERTIFIED (SELECT 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: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid $_____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

_____

_____

	Total Dollar Amount Towards Goal	**Percentage Towards Goal**	**Amount to Be Paid to This PEP Firm for the Work Described:**
Total Bid	$ _____	%_____	$ _____
Materials	$ _____	%_____	$ _____
Labor	$ _____	%_____	$ _____

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)

_____
(Printed Name of Bidder/Proposer's Authorized Agent)

_____ _____
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR 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:

5.00 % SBE	% MBE	10.00 % WBE	% DLSB

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 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/Offeror's Authorized Agent)	AKA Construction, Inc. (Name of Bidder/Proposer's Firm)
Amy Jo Gostomsky (Printed Name of Bidder/Offeror's Authorized Agent)	President (Title of Bidder/Offeror's Authorized Agent)
	01/22/2026 (Date)

BACK

City Manager's Report

FOR CITY COMMISSION APPROVAL

From 2390 - PND/Community Development

Date February 18, 2026

Expense Type Award of Contract

Total Amount $67,457.40 thru 12/31/2026

Supplier, Vendor, Company, Individual

Name e-Plan, Inc. dba, e-PlanSoft, Inc.

Address 111 Pacifica, Suite 125
Irvine, CA 92618

Fund Source(s)	Fund Code(s)	Fund Amount(s)
CDBG – Special Revenue Fund	26906-2390-1168-31	$67,457.40

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

Description

Professional Service Agreement

The Department of Planning, Neighborhoods & Development requests approval to enter into a Professional Service Agreement with e-Plan, Inc., dba, e-PlanSoft, Inc. in the amount of $67,457.40. e-Plan, Inc. will implement an Electronic Document Review system integrated with the City's Accela platform. This Agreement will begin upon execution and will expire on December 31, 2026.

In July 2025, the Department issued Request for Proposals (RFP) No. 25-021PND CDBG Electronic Document Review Software Integration with Accela. Proposals were submitted in accordance with the solicitation requirements and were evaluated by a multi-departmental scoring committee consisting of seven (7) City of Dayton staff representing Planning, Neighborhoods & Development, Fire, Public Works, Water, Planning, and Information Technology. Based on the evaluation criteria established in the RFP, the scoring committee identified e-Plan, Inc. as the highest-scoring proposer.

The Professional Service Agreement outlines implementation of the ePlanREVIEW system, including configuration of the software within the City's permitting workflows, integration with the Accela Civic Platform, user acceptance testing, training for City staff, system deployment, and post-implementation support. The Agreement also provides for cloud hosting, ongoing maintenance and updates, and licensing as defined within the contractual pricing schedule.

This project is funded through the Community Development Block Grant Coronavirus Cares Grant Fund under the Special Revenue Fund.

The Agreement has been reviewed by the Department of Law as to form and correctness.

A Certificate of Funds and a copy of the Professional Service Agreement are attached.

Signatures/Approval

Division E-SIGNED by Steven Gondol on 2026-02-11 12:20:56 EST

Department

City Manager

Approved by City Commission

Clerk

Date

Updated 1/13/2025

CERTIFICATE OF FUNDS

CT26-4395

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

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2026
Original Commission Approval	$ 67,457.40
Initial Encumbrance	$ 67,457.40
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 67,457.40	Amount: ____
Fund Code 26906 - 2390 - 1168 - 31 - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount: ____	Amount: ____
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: e-Plan, Inc., dba, e-PlanSoft, Inc.

Vendor Address: 111 Pacifica, Suite 125 (Street) Irvine (City) CA (State) 92618 (Zipcode + 4)

Federal ID: 271867127

Commodity Code: 20830

Purpose: To provide funding for the configuration, integration, training, and support of a cloud-based electronic document review solution.

Contact Person: Aaron Sonnenburg

Planning, Neighborhoods & Development/Community Development (Department/Division)

1/29/2026 (Date)

Originating Department Director's Signature: E-SIGNED by Emily Crow on 2026-02-03 11:56:43 EST

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: 2/9/26

CF Prepared by: Saleh Asuman — Date: 02/09/2026 — CF/CT Number: CT26-4395

PROFESSIONAL SERVICE AGREEMENT

THIS **PROFESSIONAL SERVICE AGREEMENT** ("Agreement") is made and entered upon execution (the "Effective Date"), by and between the **CITY OF DAYTON, OHIO** ("City"), a municipal corporation organized and existing under the laws of the State of Ohio, with its principal office at 101 West Third Street, Dayton, Ohio 45402, and **e-Plan, Inc.**, dba, **e-PlanSoft, Inc.** ("Contractor"), a California corporation with its principal place of business at 111 Pacifica, Suite 125, Irvine, CA 92618.

WITNESSETH:

WHEREAS, The City is a grantee of funds from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant, hereinafter referred to as "CDBG," Program in Dayton; and

WHEREAS, in response to the COVID-19 global pandemic, the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020 which includes CDBG-CV funding; and

WHEREAS, eligible activities funded through the CDBG-CV program must meet the criteria set by the CDBG program, and additionally, must prepare for, prevent, and respond to the spread of infectious diseases such as the coronavirus; and

WHEREAS, The City and the Contractor desire to enter into a Professional Service Agreement to procure a cloud-based Electronic Document Review ("EDR") software solution fully integrated with the Accela Civic Platform, and

WHEREAS, The City issued Request for Proposals (RFP) No. 25-021PND in July 2025 to solicit proposals for a cloud-based EDR software solution fully integrated with the Accela Civic Platform, and

WHEREAS, Contractor submitted a responsive and responsible proposal demonstrating substantial compliance with material RFP requirements, including plan markup, review collaboration, reporting, and Accela integration; and

WHEREAS, the City evaluated all proposals in accordance with Section 1.07 of the RFP (criteria including cost, experience, technical fit, and implementation plan) and selected Contractor as the lowest and best proposer, and

WHEREAS, Contractor is willing to provide an EDR software and represents and warrants that it is duly qualified, licensed where required, financially stable, and staffed with personnel experienced in Accela integrations and municipal EDR deployments; and

WHEREAS, the Services are intended to enhance City permitting and plan review, supporting approximately enabling Accela Citizen Access (ACA) for online submissions; and

WHEREAS, the parties desire to enter into this Agreement to set forth their respective rights, duties, liabilities, and obligations, ensuring compliance with applicable federal, state, and local laws, including but not limited to 2 CFR Part 200, Ohio Revised Code ("ORC") Chapters 149, 731, and 3517, and City ordinances; and

WHEREAS, Contractor will provide the EDR software solution services upon execution through to December 31, 2026.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement ("Agreement"), the City and Contractor agree as follows:

ARTICLE 1. SERVICES TO BE PERFORMED BY CONTRACTOR

1.1 Scope of Services. Contractor shall provide a cloud-based EDR solution (ePlanREVIEW™) together with integration, implementation, training, and ongoing support, as detailed in **Exhibit A – Scope of Work.** Services include, without limitation:
(a) A non-exclusive, non-transferable license to use Contractor's ePlanREVIEW™ (hosted on a SOC 2 Type II compliant cloud) for electronic plan submittal, collaborative review/markup, version control, audit trails, and reporting;
(b) Bi-directional API integration with Accela Civic Platform for up to 20 record types and approximately 10 workflows, coordinated with the City's Accela consultant 3SG Plus ("3SG"), to support record linking, comment synchronization, status updates, and ACA enablement;
(c) Implementation services, including configuration, data migration (as applicable), UAT, and Go-Live by March 31, 2026;
(d) User access for 20 concurrent markup users and 60 read-only users;
(e) Training for up to 80 City personnel (2 days on-site/virtual, plus ongoing webinars); and
(f) Support with service level agreements (SLAs) per **Exhibit C**, including 99% uptime, 4-hour response for critical issues, and quarterly software updates.
1.2 Performance Standards. Contractor shall perform in a professional, workmanlike manner consistent with industry standards for municipal EDR solutions and shall dedicate sufficient Accela-qualified personnel to meet all SOW milestones.
1.3 Exclusions. The Services do not include: (i) custom Accela workflow configuration (performed by 3SG), (ii) City hardware procurement/maintenance, or (iii) third-party licenses beyond Accela. Out-of-scope services require a written amendment/change order.
1.4 Compliance. All Services shall comply with applicable federal, state, and local laws, including 2 CFR Part 200 (Uniform Guidance), CDBG and CDBG-CV requirements, and City public records obligations (ORC §149.43).

ARTICLE 2. TERM OF CONTRACT

2.1 Initial Term. The Agreement shall remain in effect through December 31, 2026, unless earlier terminated or extended. Annual renewals may be executed subject to performance, funding availability, and Commission approval.
2.2 Renewal. Thereafter, one-year renewals may occur unless either party provides 60 days prior written notice of non-renewal; renewals require satisfactory performance, funding availability, and applicable approvals.
2.3 CDBG-CV Contingency. Continuation is contingent upon availability of CDBG-CV funds. If HUD de-obligates/withholds funds, City may terminate per **Article 9** without liability for unperformed Services.

ARTICLE 3. COMPENSATION

3.1 Total Compensation. Total compensation under this Agreement shall not exceed SIXTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND FORTY CENTS ($67,457.40) ("Not-to-Exceed Amount" or "NTE"). This amount represents full payment for all labor, software, licensing, hosting, training, integration, and support required to perform the Services in **Exhibit A**.
3.2 Payment Schedule. Payments shall be made according to the milestones and amounts set forth in **Exhibit B – Pricing and Payment Schedule**, after the City's written acceptance of each deliverable.

3.3 Payment Terms and Conditions.
(a) Fixed Fee. The NTE amount is fully inclusive. No reimbursable expenses, travel costs, or additional charges of any kind shall be paid.
(b) Invoice Requirements. Each invoice must identify the milestone, describe the deliverable, and include documentation of City acceptance.
(c) Payment Timing. City shall remit payment within 30 days of receipt of an undisputed invoice. Partial or advance payments outside the milestone schedule are prohibited.
(d) Taxes. The City is tax-exempt under ORC § 5709.07; no sales or excise taxes shall be billed.
(e) Adjustments. No price escalation, renewal, or cost-of-living increases shall apply during this Agreement. Annual subscription fees may increase by no more than 4% or the CPI-U for All Urban Consumers, whichever is less, effective January 1 of each renewal term.
3.4 Funding Source. This Agreement is funded under the City of Dayton's 2020 Community Development Block Grant-CV (CDBG-CV) program administered by HUD. All payments are contingent on the continued availability of CDBG-CV funds and Contractor's compliance with **Article 11**.

ARTICLE 4. CITY'S RESPONSIBILITIES

4.1 Cooperation. City will provide timely access to Accela environments, data, and personnel; assign a project manager; participate in testing, training, and status meetings; ensure staff availability for UAT and Go-Live; and handle permit issuance and fee collection.
4.2 Funding. City will obligate and draw down CDBG-CV funds per HUD timelines and share funding status relevant to the schedule.

ARTICLE 5. STANDARD OF CARE; LIMITED WARRANTY

Contractor shall perform with the skill and care of a reasonably prudent professional under similar circumstances. For 90 days post-Go-Live, the Software will substantially conform to specifications in **Exhibit A**. Except as expressly provided, Contractor disclaims all other warranties, express or implied, including merchantability and fitness.

ARTICLE 6. INDEMNIFICATION

6.1 Indemnification by Contractor. Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, elected officials, and agents from and against any and all claims, demands, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
(a) the negligent acts, errors, or omissions, or willful misconduct of Contractor, its employees, agents, or subcontractors in the performance of this Agreement;
(b) any breach of confidentiality or failure to protect City Data in accordance with **Article 8**;
(c) any infringement, misappropriation, or violation of any United States patent, copyright, trademark, trade secret, or other proprietary right caused by the Software, documentation, or materials provided by Contractor; or
(d) any violation of applicable federal, state, or local law by Contractor or its subcontractors.
Contractor's obligations under this section shall apply regardless of whether such claim is caused in part by the concurrent negligence of the City, provided that Contractor shall not be required to indemnify the City for its sole negligence or willful misconduct.
6.2 Intellectual Property Infringement Remedies. If any portion of the Software or Deliverables becomes, or in the City's reasonable opinion is likely to become, the subject of a claim of infringement, Contractor shall, at its sole expense and without delay:
(a) procure for the City the right to continue using the affected materials;
(b) replace or modify the materials so they become non-infringing while maintaining substantially equivalent functionality; or

(c) if neither option is feasible, refund all amounts paid for the infringing portion and reimburse the City for any reasonable transition costs.
6.3 Indemnification by City. The City shall indemnify and hold harmless Contractor, its officers, and employees only from claims arising solely from the City's gross negligence or willful misconduct in its use of the Software or Deliverables under this Agreement.
6.4 Defense and Cooperation. The indemnified party shall promptly notify the indemnifying party of any claim subject to this Article. The indemnifying party shall control the defense and settlement of such claim, provided that no settlement may impose liability, admission, or ongoing obligation on the indemnified party without its prior written consent. The indemnified party shall reasonably cooperate in the defense at the indemnifying party's expense.
6.5 Survival. The obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 7. INSURANCE

7.1 Coverage. During the Term and for two (2) years thereafter, Contractor shall maintain insurance with A.M. Best A- or better insurers, at minimum:
(a) Commercial General Liability (incl. products/completed ops): $1,000,000 / $2,000,000
(b) Automobile Liability: $1,000,000
(c) Workers' Compensation: statutory / Employers' Liability $1,000,000
(d) Professional Liability (E&O): $2,000,000 / $2,000,000
(e) Cyber Liability (data breach/privacy): $3,000,000
(f) Umbrella/Excess: $5,000,000
7.2 Additional Insured; Primary. City and its officials/employees/agents are additional insureds on policies other than WC; Contractor's coverage is primary and non-contributory.
7.3 Certificates/Notice. Certificates due 10 days before Effective Date and annually; 30 days' prior written notice of cancellation/material change.

ARTICLE 8. OWNERSHIP OF DOCUMENTS; DATA; INTELLECTUAL PROPERTY; CONFIDENTIALITY

8.1 City Data. All City data (plans, markups, comments, records uploaded or generated via the Software) are City property. Upon request or termination, Contractor will export all City Data (CSV, PDF, native Accela-compatible) within 30 days at no additional cost.
8.2 Software IP. Contractor retains all rights to the Software, source code, and enhancements. City receives a limited, non-exclusive, royalty-free license for internal municipal use during the Term. No reverse engineering or unauthorized modification.
8.3 Work Product. Deliverables created specifically for City (e.g., configurations, reports, training materials) shall be City property upon full payment; Contractor grants a perpetual, irrevocable license to use such materials.
8.4 Audit Rights. City, HUD, the Comptroller General, or their designees may access Contractor records related to the Services for audit upon reasonable notice.
8.5 Confidentiality & Security. Each party shall protect the other's Confidential Information with the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. Contractor shall implement, maintain, and continuously monitor administrative, technical, and physical safeguards designed to ensure the security, integrity, and confidentiality of all City Data, consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-171 (or its successor).
All City Data shall be encrypted in transit and at rest using industry-accepted encryption protocols (such as AES-256 or stronger), and access shall be restricted to authorized personnel with a legitimate need to know. Contractor shall

maintain system logging, intrusion detection, and vulnerability management practices suitable for a government-level information environment.
"Confidential Information" includes all non-public business, financial, technical, or personal information disclosed under this Agreement, including but not limited to user credentials, architectural drawings, communications, or any data processed or stored within the ePlanREVIEW™ system.
In the event of any actual or suspected unauthorized access, disclosure, alteration, or loss of City Data, Contractor shall notify the City within twenty-four (24) hours of confirmation. The notice shall include, to the extent known: (a) the nature and scope of the incident; (b) the categories of affected data; (c) corrective actions taken or planned; and (d) contact information for Contractor's incident response lead. Contractor shall immediately implement containment and remediation measures and fully cooperate with the City, HUD, and any investigative authorities, including by providing access to relevant logs, forensic reports, and mitigation status updates until the incident is resolved to the City's satisfaction.
Upon termination or expiration of this Agreement, Contractor shall, within thirty (30) days, return all City Data in a mutually agreed-upon format and thereafter securely destroy any remaining copies. Contractor shall provide a written certification of data destruction, signed by an authorized officer, attesting that all City Data has been permanently removed from its systems and all backups.
The confidentiality and data security obligations of this section shall survive termination of this Agreement.

ARTICLE 9. TERMINATION

9.1 For Cause. Either party may terminate upon written notice for material breach not cured within 30 days; insolvency/bankruptcy; or material violation of law.
9.2 For Convenience. City may terminate for convenience on 60 days' written notice. Contractor may suspend/terminate for non-payment exceeding 60 days of undisputed amounts.
9.3 Effect. Upon termination, City pays for accepted Services; Contractor ceases access and exports City Data; survival includes Articles 3, 6–8, 10.

ARTICLE 10. FORCE MAJEURE

Force Majeure. Neither party is liable for delays caused by events beyond reasonable control (e.g., natural disasters, war, pandemics, widespread cloud provider outages); performance resumes promptly thereafter. If performance is delayed more than 90 consecutive days due to a force majeure event, either party may terminate this Agreement without penalty by written notice.

ARTICLE 11. GOVERNING LAW, VENUE, AND NOTICES
11.1. Governing Law/Venue. Ohio law governs; exclusive venue in Montgomery County, Ohio courts.
11.2 Notices. Notices shall be delivered by certified mail, overnight courier, or email (with read receipt) to:

City
Kyrsten French, Zoning Administrator
Department of Planning, Neighborhoods & Development
101 W. Third Street, Dayton, OH 45402
Email: kyrsten.french@daytonohio.gov

Contractor
Lindsey Irving, Vice President of Finance
e-Plan, Inc., dba, e-Plansoft, Inc.
111 Pacifica, Suite 125, Irvine, CA 92618
Email: lirving@eplansoft.com

ARTICLE 12. FEDERAL COMPLIANCE

12.1 Procurement Standards. The City conducted full/open competition consistent with 2 CFR 200.317–.327; Contractor certifies no organizational conflicts and compliance with debarment rules (2 CFR 200.213).
12.2 Cost Principles. Costs must be allowable/allocable/reasonable/necessary (2 CFR 200.403–.405); records retained 3 years after final payment/closeout.
12.3 EEO/AAA. Contractor shall maintain an Affirmative Action Assurance Plan and comply with all non-discrimination requirements.
12.4 Record Retention & Access. City/HUD/Comptroller General may audit on reasonable notice.
12.5 Affirmative Action Assurance Plan and Local Goals.
Contractor affirms that it maintains an Affirmative Action Assurance (AAA) Plan consistent with both HUD and City of Dayton requirements. While federal CDBG and CDBG-CV standards control, the Plan shall incorporate the City's aspirational workforce diversity objectives, including:
(a) Minority Employment: Target of 20% of total workforce or new hires;
(b) Women in Technical and Supervisory Roles: Target of 15%.
Contractor shall file its AAA/EEO Plan with the City of Dayton Human Relations Council (HRC) and update it upon contract renewal or substantial organizational change.
12.6 Reporting and Review. Contractor shall furnish annual EEO and Section 3 reports to the City identifying workforce composition, minority and female representation, and progress toward federal and local goals. The City, HUD, and their authorized agents may review or audit such records at any time to verify compliance.
12.7 Non-Compliance and Remedies. Failure to comply with the provisions of this Article or to maintain an approved AAA/EEO Plan shall constitute a material breach of this Agreement. The City may require corrective action, withhold payments, or pursue termination in pursuant to **Article 9** (Termination). Federal enforcement remedies under 2 CFR § 200.339 are incorporated herein by reference.
12.8 Flow-Down to Subcontractors. Contractor shall include the substance of this Article in all subcontracts and shall ensure that each subcontractor or subconsultant engaged under this Agreement maintains affirmative-action and non-discrimination policies consistent with HUD CDBG.
12.9 Supremacy of Federal Requirements. In the event of any conflict between this Article and the CDBG, CDBG-CV, or HUD requirements set forth in Article 11 or in 2 CFR Part 200, the federal provisions shall control. This Article supersedes and replaces any duplicative provisions elsewhere in this Agreement.

ARTICLE 13. SOLICITATION/HIRING OF CONTRACTOR'S EMPLOYEES

City **agrees** not to solicit or hire Contractor personnel assigned to this project during the term and for one (1) year thereafter without Contractor's written consent.

ARTICLE 14. CONTRACTOR ACCESS TO RECORDS

To perform integration, Contractor requires access to relevant Accela records. City will provide daily data exports or secure API/system access. Contractor shall use such data solely for Agreement purposes and all data obtained shall be handled in accordance with Article 8 - upon termination, return or destroy City-provided data as directed.

ARTICLE 15. AMENDMENTS

The parties may amend this Agreement provided that no amendment is effective unless in writing, signed by authorized representatives, approved by City Manager, and, if required or applicable, approved by the City Commission of the City of Dayton.

ARTICLE 16. ELECTRONIC REPRESENTATIONS AND RECORDS

Electronic signatures and PDF scans are legally sufficient (ESIGN; ORC §1306.06). No party shall contest enforceability due to electronic form.

ARTICLE 17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. No employment, partnership, joint venture, or agency relationship is created. Contractor is responsible for all taxes, benefits, and workers' compensation.

ARTICLE 18. CONTRACTOR PERSONNEL

Contractor shall assign qualified personnel (e.g., PMP-certified PM; Accela API specialists), adhere to City security policies, and notify City of significant staffing changes affecting performance. City may reasonably request removal of personnel for cause.

ARTICLE 19. ASSIGNMENT; SUBCONTRACTING

Neither party may assign or transfer any rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Contractor may, upon written notice to the City, assign this Agreement to a parent, subsidiary, or successor entity resulting from merger, acquisition, or corporate reorganization, provided that such successor assumes all obligations of the Contractor under this Agreement. Any attempted assignment without required consent shall be void.

19.1 Subcontracting. Contractor shall not subcontract any portion of the Services requiring professional judgment, software development, or system integration without the City's prior written consent. Routine administrative, hosting, or support tasks may be subcontracted to qualified third parties, provided Contractor remains fully responsible for the acts and omissions of all subcontractors and ensures their compliance with this Agreement.

19.2 Flow-Down Obligations. Contractor shall incorporate into every approved subcontract the applicable terms and conditions of this Agreement, including but not limited to provisions concerning confidentiality, data security, indemnification, insurance, and federal compliance (CDBG, CDBG-CV and EEO/AAA). The Contractor shall furnish copies of such executed subcontracts to the City upon request.

19.3 Responsibility. No subcontracting or assignment shall relieve Contractor of its obligations, responsibilities, or liabilities under this Agreement. Contractor shall remain the sole point of contact and accountability to the City for all performance, deliverables, and compliance requirements.

ARTICLE 20. AFFIRMATIVE ACTION ASSURANCE (AAA) / EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY — CDBG COMPLIANCE

20.1 General Compliance. Contractor shall comply with all applicable federal, state, and local laws, executive orders, and regulations relating to equal employment opportunity and affirmative action, including but not limited to Executive Order 11246, Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act. Because this Agreement is funded in whole or in part by Community Development Block Grant-CV (CDBG-CV) funds administered by the U.S. Department of Housing and Urban Development (HUD), Contractor acknowledges that compliance with these federal provisions is mandatory and shall supersede any conflicting or less stringent local requirements, including the City's Affirmative Action Assurance (AAA) and Equal Employment Opportunity (EEO) ordinances.

ARTICLE 21. GENERAL TERMS

21.1 Waiver. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.
21.2 Entire Agreement/Integration. This Agreement represents the entire integrated Agreement between City and Contractor. 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.
21.3 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
21.4 Political Contributions. Contractor affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date:

e-Plan, Inc., dba, e-PlanSoft, Inc.

E-SIGNED by Lindsey Irving
on 2026-01-08 15:10:47 EST
_____
By:

Vice President of Finance
_____
Its:

January 08, 2026
_____
Date:

APPROVED AS TO FORM AND CORRECTNESS

Musto, John
Digitally signed by Musto, John
Date: 2026.01.08 11:50:56 -05'00'
X_____
City Attorney

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

_____, 2026

Min./Bk. _____ Pg._____

_____
Clerk of the Commission

EXHIBIT A – SCOPE OF WORK

A.1 Project Overview

Implementation of ePlanREVIEW™, a cloud-based Electronic Document Review (EDR) solution fully integrated with the City's Accela Civic Platform.

The system will enable electronic plan intake, markup, collaborative review, and reporting for approximately 500–750 building permits and 400–500 planning cases annually.

A.2 Key Contractor Responsibilities

The Contractor shall perform the following duties as outlined in its proposal dated August 21, 2025 (RFP No. 25-021PND), which are incorporated herein by reference. These responsibilities represent minimum performance obligations and are fully covered under the fixed compensation described in Article 3.

1. **Software Integration & Installation**
   Deploy and configure the e-PlanREVIEW™ solution with seamless integration into the City's Accela Civic Platform. Provide a fully cloud-based environment supporting bi-directional data exchange between Accela and e-PlanREVIEW, maintaining security and compliance with City standards for annotation, version control, and electronic signatures.
2. **Configuration**
   Conduct discovery sessions to tailor the system to the City's workflow, record types, and departmental structures. Configure permission settings, email notifications, and user roles for multiple license types (Standard, Contributor, Read-Only). Document all configuration for review and approval prior to Go-Live.
3. **Testing & Quality Assurance**
   Provide a dedicated test environment mirroring production. Conduct User Acceptance Testing (UAT) jointly with City staff and 3SG Plus. Develop a prototype and perform functional and integration testing; City staff shall validate results before Go-Live.
4. **Training & Support**
   Deliver comprehensive training sessions for reviewers and administrators. Supply online materials, user guides, and recorded training sessions at no cost to the City. **See Exhibit C**. Provide ongoing technical support, incident management, and maintenance (24/7/365 via ticketing system) with service-level response times as follows:

Critical	1 hour
High	4 hours
Medium	2 business days
Low	3 business days

5. **Documentation**
   Provide complete system documentation, including configuration guides, user manuals, and troubleshooting logs.
6. **Functional Requirements**
   Enable electronic annotation, commenting, and cloud-based version control. Support dashboards for tracking document status, workflow progress, and review metrics. Provide automated notifications, audit history, and configurable reporting.
7. **Technical Requirements**
   Host on AWS Cloud with high availability, redundancy, and failover. Provide integration APIs for data synchronization with Accela and maintain uptime of 99 percent or greater.
8. **Project Management & Delivery**
   Assign qualified project and implementation managers (Lisa Lopez and Ernest Romero) responsible for coordination with the City and 3SG Plus. Conduct regular status meetings, provide milestone tracking, and

ensure transparent progress reporting. Follow structured phases of Configuration, Integration, Testing, Go-Live, and Support.

9. **Product Maintenance**
   Conduct scheduled maintenance every four (4) weeks with at least four (4) business days' prior notice. Apply updates and patches quarterly or as required to maintain functionality and security.

A.3. Additional Contractor Obligations

The following specific responsibilities supplement the Key Contractor Responsibilities above:

1. Provide, host, and maintain the e-PlanREVIEW™ application in a secure, redundant, SOC 2 Type II-compliant cloud environment.
2. Perform all configuration, integration, testing, training, and support activities identified in the proposal and this Agreement.
3. Provide advance notice (≥ 4 business days) of any scheduled system maintenance.
4. Ensure quarterly software updates and annual SLA reporting.
5. Deliver complete documentation including configuration guides, user manuals, and testing logs.
6. Comply with all applicable federal, state, and local laws including CDBG, CDBG-CV, and EEO requirements.
7. No additional fees, travel, or reimbursable expenses shall be charged under this Agreement.
8. Provide comprehensive training to City users, including live instruction, recorded sessions, and ongoing access to reference materials at no additional cost.

A.4. Responsibilities of the City

1. Provide timely access to Accela environments, data, and staff.
2. Designate a Project Manager for coordination and decision-making.
3. Participate in testing, training, and acceptance reviews.
4. Ensure payment per the milestone schedule in Article 3 (Compensation).

A.5. Milestones and Deliverables

Milestone No.	Description / Deliverable	Key Tasks and Outcomes	Schedule Reference	Acceptance Criteria
1	Project Kickoff and SOW Confirmation	Kickoff meeting; finalize project plan; confirm access to Accela sandbox and production environments.	Week 1	Signed SOW and approved project schedule.
2	System Configuration	Configure user roles, permissions, and record types (~20); establish markup tools and templates.	Weeks 2–4	Configuration completed and validated by City.
3	Accela Integration Setup	Bi-directional API integration with Accela (3SG Plus); test record linking and comment synchronization.	Weeks 5–8	Integration verified with test data.
4	User Acceptance Testing (UAT)	Conduct UAT with 20 reviewers; document and resolve defects.	Weeks 9–10	Formal UAT sign-off by City Project Manager.
5	Training and Documentation	Provide comprehensive training for City staff covering system navigation, markup, workflow coordination, and reporting. Conduct two days of live training (virtual or on-site at City discretion) for up to 80 participants and supply recorded sessions and user manuals at no additional cost.	Week 11	City receives training materials and attendance roster; training evaluation scores ≥ 90%.

Milestone No.	Description / Deliverable	Key Tasks and Outcomes	Schedule Reference	Acceptance Criteria
6	Go-Live and Hypercare Support	Production deployment; stabilization period (30–60 days).	Week 12	Successful Go-Live verification and post-deployment report.
7	Ongoing Support and Maintenance	Quarterly updates, help-desk support, and SLA reporting (99% uptime target).	Post-Go-Live through End of Term	SLA compliance and quarterly performance reports.

A.6 Key Performance Indicators (KPIs)

Indicator	Target Value
System Uptime	≥ 99% monthly (excluding scheduled maintenance)
User Satisfaction (Post-Go-Live Survey)	≥ 95% positive feedback
Integration Error Rate	≤ 5% across record types
On-Time Milestone Completion	≥ 90% of scheduled milestones met
Critical Issue Response Time	≤ 4 hours

A.7. Acceptance Criteria

Deliverables shall not be deemed accepted until reviewed and approved in writing by the City's Project Manager. The City may reject any deliverable that does not conform to this Scope of Work or the functional specifications defined herein.

EXHIBIT B – PRICING AND PAYMENT SCHEDULE

B.1 Fixed Pricing Summary

Cost Category	Description / Components	Amount (USD)
Implementation Services	Configuration, integration with Accela, training, and Go-Live support	$61,250.00
Licensing / Subscription Services	25 full named licenses and 10 read-only licenses for ePlanREVIEW™	$6,207.40
Total Not-to-Exceed (NTE)	All costs inclusive; no additional fees authorized	**$67,457.40**

B.2 Milestone-Based Payments

Phase / Milestone	Deliverable	Payment (% of NTE)	Amount (USD)
1	Contract Execution and Kickoff Meeting	10%	$6,745.74
2	Configuration Complete	15%	$10,118.61
3	Integration and UAT Complete	25%	$16,864.35
4	Go-Live and Training Delivered	20%	$13,491.48
5	Final Acceptance and Support Transition	30%	$20,237.22
	Total	**100%**	**$67,457.40**

B.3 Payment Terms and Conditions

1. Fixed-Fee Basis. The Not-to-Exceed amount is inclusive of all labor, travel, software, hosting, training, materials, and overhead necessary to complete the Services. No additional fees, expenses, or charges of any kind shall be paid.
2. Invoice Requirements. Invoices must reference the corresponding milestone and include evidence of completion and City acceptance.
3. Payment Timing. City shall pay undisputed invoices within thirty (30) days of receipt. Partial payments outside the milestone schedule are not permitted.
4. Taxes. The City is tax-exempt under ORC § 5709.07; no sales or excise taxes shall be billed.
5. Price Adjustment. Annual subscription fees may increase by no more than 4% or the CPI-U for All Urban Consumers, whichever is less, effective January 1 of each renewal term.

EXHIBIT C – TRAINING, SUPPORT PLAN, AND SERVICE LEVEL AGREEMENT (SLA)

This Exhibit establishes the Service Level Agreement ("SLA") between the City and Contractor. Contractor shall maintain the performance standards described in Sections C.1 through C.4 as a material condition of this Agreement. These standards include training, technical support, maintenance, performance reporting, and remedies for non-performance. Failure to meet these service levels may constitute a material breach and may result in corrective action, payment withholding, or termination in accordance with **Article 9**.
System performance shall be measured and reported quarterly, and Contractor shall maintain system availability of not less than 99 percent (99%) per calendar month, excluding approved maintenance windows.

C.1 Training Deliverables

Training Task / Deliverable	Description	Participants / Duration	Acceptance Criteria
Initial System Training	Conduct two (2) live training sessions (on-site or virtual, at City's discretion) covering system navigation, plan submittal, markup, commenting, and reporting.	Up to 80 City users / 2 sessions	Attendance log and participant evaluations ≥ 90 % satisfaction.
Training Materials	Provide written manuals, quick-reference guides, and recorded sessions available to all staff at no additional cost.	All authorized users	Materials delivered electronically; verified by City Project Manager.
Follow-Up / Refresher Session	Conduct Q&A and refresher training within 90 days after Go-Live to address workflow issues or updates.	As requested by City	Completion confirmed by City acceptance memo.
Documentation Delivery	Provide comprehensive documentation including configuration guides, UAT results, and user support references.	N/A	All documentation delivered and approved prior to final acceptance.

Completion of all training deliverables is a condition precedent to release of the associated milestone payment identified in ***Exhibit B.***

C.2 Support and Maintenance Obligations

Support Category	Service Description	Response / Resolution Time	Reporting / Compliance Requirement
Incident Management	24 / 7 / 365 technical support via ticketing system for all system issues.	Critical – 1 hr • High – 4 hrs • Medium – 2 business days • Low – 3 business days	Monthly summary report of incidents, responses, and resolutions.
System Maintenance	Routine preventative maintenance and updates.	Scheduled ≤ every 4 weeks	≥ 4 business days advance notice; maintenance log submitted monthly.
Software Updates / Patches	Apply updates, patches, and enhancements to maintain security and functionality.	As released / Quarterly	Include update summary in quarterly report.
Uptime and Availability	Maintain 99 % or greater system uptime each calendar month,	Continuous	Monthly SLA report documenting uptime percentage.

Support Category	Service Description	Response / Resolution Time	Reporting / Compliance Requirement
	excluding approved maintenance windows.		
User Account Administration	Manage user accounts, permissions, and access controls as authorized by the City.	Within 1 business day of request	Confirmed via ticket closure acknowledgment.

C.3 Documentation and Reporting

Report / Deliverable	Frequency	Purpose / Content
Monthly Support Report	Monthly	Summarize incidents, maintenance activities, response times, and SLA compliance.
Quarterly Performance Report	Quarterly	Provide overview of system performance, uptime metrics, training updates, and user feedback.
Annual SLA Summary	Annually (30 days after year-end)	Consolidate yearly performance, including any corrective actions or service adjustments.

C.4 General Conditions

1. All training and support services described in this Exhibit are included in the Not-to-Exceed amount set forth in **Article 3**; no additional fees shall be charged.
2. The Contractor shall provide advance written notice of any major software upgrades, version changes, or service interruptions.
3. The City shall have unrestricted access to all training materials, documentation, and reports for audit and compliance purposes.
4. Failure to maintain the standards of this Exhibit may result in corrective action, withheld payments, or termination pursuant to **Article 9**.



City of Dayton, Ohio
Department of Planning, Neighborhoods, & Development
Division of Housing & Inspections

Community Development Block Grant (CDBG) Electronic Document Review (EDR) Software Integration with Accela

REQUEST FOR PROPOSALS (RFP) No. 25-021PND

July 2025

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS **0**

1.01 COMMUNICATIONS REGARDING THIS PROJECT. 0
1.02 RFP SCHEDULE. 0
1.03 PRE-PROPOSAL MEETING 0
1.04 SUBMITTING A PROPOSAL 0
1.05 REQUIRED PROPOSAL CONTENTS. 1
1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY 1
1.07 CRITERIA 2
1.10 MISCELLANEOUS ITEMS. 2

SECTION 2 – SCOPE OF PROJECT **3**

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. 3
2.02 BACKGROUND INFORMATION. 3
2.03 SCOPE OF WORK 3
2.04 PRICING STRUCTURE 4
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS 5
3.01 TAX EXEMPTION 5
3.02 PROPOSER AFFIDAVIT 5
3.03 PROCUREMENT STANDARDS 2 CFR 200.317-200.327 5
3.04 PROCUREMENT ENHANCEMENT PROGRAM. 9
3.05 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. 9
3.06 PROPOSER'S INCURRED COSTS 9
3.07 AFFIRMATIVE ACTION ASSURANCE (AAA) 9
3.08 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES 9
ARTICLE 1.TERM 10
ARTICLE 2.SERVICES TO BE PERFORMED BY CONTRACTOR 10
ARTICLE 3.COMPENSATION 10
ARTICLE 4.CITY'S RESPONSIBILITIES 10
ARTICLE 5.STANDARD OF CARE 10
ARTICLE 6.INDEMNIFICATION 10
ARTICLE 7.INSURANCE 10
ARTICLE 8.OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY 10
ARTICLE 9.TERMINATION 11
ARTICLE 10.STANDARD TERMS 11
A. DELAY IN PERFORMANCE *11*
B. GOVERNING LAW AND VENUE *11*
C. COMMUNICATIONS *11*
D. EQUAL EMPLOYMENT OPPORTUNITY *11*
E. WAIVER *11*
F. SEVERABILITY *11*
G. INDEPENDENT CONTRACTOR *12*
H.ASSIGNMENT *12*
I. THIRD PARTY RIGHTS *12*
J.AMENDMENT *12*
K.POLITICAL CONTRIBUTIONS *12*
L.INTEGRATION *12*

M.PCI COMPLIANCE *12*
N. LIVING WAGE ORDIANCE *13*
EXHIBIT A – LETTER OF TRANSMITTAL **14**
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY **16**
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM **17**
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE **18**

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

Email: PNDBids@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City's website at:

Website: http://daytonohio.gov/bids.aspx

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Procurement and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	July 22, 2025
Pre-Proposal Meeting:	July 30, 2025 via Video Conference at 11:00AM
Last Day to Submit Questions:	August 7, 2025 by 5:00PM
Written Responses to Questions:	August 14, 2025 by 5:00PM
Due Date for Proposals:	2:00 PM local (Dayton OH) time on August 21, 2025:

1.03 PRE-PROPOSAL MEETING. The City shall conduct a recommended pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Answer questions

PND Bids is inviting you to a scheduled Zoom meeting.

Topic: Request for Proposals - CDBG Electronic Document Review
Time: Jul 30, 2025 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting:
https://zoom.us/j/4587637016?pwd=djFoREtDbVNiWVA3OUdIZUJsV21NQT09&omn=92055509866
One tap mobile

Meeting ID: 458 763 7016	**Passcode: 341745**
+19294362866 US (New York)	+13017158592 US (Washington D.C)
+1 312 626 6799 US (Chicago)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	+1 346 248 7799 US (Houston)

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend.

1.04 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No. 25-021PND, RFP No. 25-021PND Part 1, RFP No. 25-021PND Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:
https://us02web.zoom.us/j/82286470661?pwd=WS8onj72yExvlLRHY5zCYd71LyWgoO.1

Meeting ID: 822 8647 0661
Passcode: 330282

Find your local number: https://us02web.zoom.us/u/kcvnZJTJHk

Electronic proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by time/date as indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

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

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

All federal, state, and local laws as well as the 2 CFR 200 and Appendix II to Part 200 requirements regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
    - **Location** – The street address of the proposer's company headquarters.
    - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
    - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
    - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
    - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/ sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Submission of a proposal that is incomplete or fails to address all required elements as listed in Section 1.05 Required Proposal Contents including compliance with additional requirements listed in Section 3.03 (Procurement Standards 2 CFR Part 200.317-200.326) of this RFP.
- Any past or present convictions related to violations of federal, state, local and other municipal and governmental agencies laws and/or regulations. Ongoing investigations, legal proceedings, or administrative actions that could result in a conviction or demonstrate non-compliance with applicable laws and regulations.
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.
- Submission of false, misleading, or incomplete information in the bid documentation, particularly regarding regulatory compliance, legal status, and any ongoing investigations.

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

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only**.

Evaluation Criteria for Goods and Services		
Item	**Description**	**Points Possible**
1	Technical Merit – Alignment with functional and technical requirements and required integration with Accela	20
2	Software Bonuses - Supplemental improvements to Accela functionality and interface	20
3	Project Plan and Timeline – Realism and clarity of the implementation.	10
4	Vendor Experience – Demonstrated expertise and successful track record in similar projects.	20
5	Cost Effectiveness – Overall pricing including total cost of ownership	20
6	Dayton Local Business	5
7	PEP Certified Vendor	5
	Total Points	**100**

1.10 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. This RFP is issued to solicit proposals from qualified vendors to provide an EDR software solution that integrates directly with the Accela permitting platform. The solution must facilitate the electronic document review process for permit applications and related workflows. While the primary users of the EDR software will be the City's Building Division, it will also be utilized by reviewers from Zoning, Right-of-Way/Engineering, Water, Environmental Management, Fire, and Planning. The solution must support a collaborative environment that enables City staff and stakeholders to efficiently review, annotate, and approve documents. In addition, it must meet the technical, security, and operational needs of a municipal government.

2.02 BACKGROUND INFORMATION. The City of Dayton is committed to improving the efficiency and effectiveness of its permitting processes. As part of our ongoing efforts to modernize operations, we are seeking an intuitive Electronic Document Review (EDR) solution that will seamlessly integrate with our existing permitting application, Accela. The successful vendor will work collaboratively with the City of Dayton and our consultant, 3SG, who is responsible for configuring and optimizing Accela, to ensure that the solution meets our workflow and integration requirements.

2.03 SCOPE OF WORK. The primary objective of this program is to implement a comprehensive electronic document review system that enhances the City's permitting processes through seamless integration with the Accela platform. The system must operate reliably around the clock, providing access 24 hours a day, seven days a week, and must support various intake and review methods such as an intuitive user interface, cloud-based annotation tools, version tracking, and real-time collaboration. The City expects the successful vendor to deliver all specified functionality without the need for customization, ensuring that the application, hosting, and maintenance services are included as part of an annual subscription model. All information exchanged throughout the proposal and implementation process must be treated as confidential. Submitted proposals must remain valid for a minimum of 90 days from the submission deadline, and the City retains the right to negotiate final contract terms with the selected vendor. The City also reserves the right to reject any or all proposals, either in full or in part, and is under no obligation to award the contract to the lowest-priced proposal. All submissions must comply with applicable local, state, and federal laws and regulations.

A. Vendor Responsibilities

1. Software Integration & Installation
    a. Develop and deploy the EDR solution to integrate with the City's Accela platform.
    b. Collaborate with the City's IT team and 3SG to configure the solution within the existing permitting workflow.
2. Configuration
    a. Configure features to meet the City's specific document review requirements.
    b. Ensure that the solution supports functionalities such as annotation, version control, electronic signatures, and audit trails.
3. Testing & Quality Assurance
    a. Conduct integration and testing in collaboration with City staff and 3SG.
    b. Provide a testing plan and test integration on behalf of City of Dayton staff, allowing time for City staff to test prior to final deployment.
4. Training & Support
    a. Develop and deliver training for City personnel to use the software.
    b. Provide ongoing technical support, maintenance, and updates as required.
5. Documentation
    a. Supply complete system documentation, including user manuals, configuration guides, and troubleshooting procedures.

B. Functional and Technical Requirements

1. Functional Requirements
    a. Document Review Capabilities
        i. Electronic annotation, commenting, and clouding.
        ii. Version control and document history tracking
        iii. Version comparison to find and illustrate differences in the versions of plans submitted.
        iv. Integration of electronic signatures and approval workflows.
    b. User Interface
        i. Intuitive and user-friendly design that supports multiple user roles.
        ii. Dashboard for tracking document status and workflow progress.
        iii. Improvements to the internal and external functionalities of Accela, such as tools to support customer understanding of upload requirements or errors, and enhanced display of photos and documents.
    c. Collaboration Tools
        i. Real-time collaboration features for simultaneous review by multiple users. Complainants shall be provided with the option to receive follow-up communications regarding the complaint.
        ii. Automated notifications and alerts for pending actions or updates, where not already supplied by scripts in Accela.
2. Technical Requirements
    a. Integration with Accela
        i. Seamless plug-in integration with the Accela permitting system.
    b. Reporting & Analytics
        i. Customizable reporting capabilities for performance monitoring and plan review tracking.

ii. Dashboard analytics with the ability to easily filter for plans in various stages of review.

C. Vendor Qualifications and Experience

1. Proposals must include details on the vendor's qualifications, including:
    a. Proven experience with EDR software implementation, especially in public sector environments.
    b. Previous experience integrating solutions with Accela or similar permitting systems.
    c. References from similar projects.
    d. Technical and project management expertise within the vendor's team.
    e. Ability to provide training, support, and ongoing maintenance.

D. Proposal Submission Requirements

1. Vendors should include the following in their proposals:
    a. Executive Summary – Overview of the proposed solution and its benefits.
    b. Technical Proposal – Detailed description of the software solution, integration approach, and compliance with functional and technical requirements.
    c. Project Plan – Implementation timeline, key milestones, testing phases, training schedule, and support model.
    d. Pricing Structure – Detailed cost breakdown including licensing, implementation, training, support, and any additional fees.
    e. Vendor Qualifications – Company background, relevant project experience, resumes of key personnel, and client references.
2. All proposals should be submitted in PDF format via the City of Dayton's procurement portal by the specified deadline.

2.04 PRICING STRUCTURE. PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the Ohio Revised Code and all associated Federal HUD regulations.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

3.03 PROCUREMENT STANDARDS 2 CFR 200.317-200.327.

§200.317 Procurement by states.
When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family his or her partner, or an organization which employes or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(d) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(e) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(f) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(g) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(h) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(i) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(j) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(k) (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i.) The actual cost of materials; and

(ii,) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(l) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the

non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(m) The non-Federal entity alone must be responsible, in accordance with good administration practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgement for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases-

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history, or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal

awarding agency and auditors in accordance with §200.334. The self-certification must include justification, clear identification of the threshold, and supporting documentation of any of the following:
(a) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
(b) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
(c) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal Entity to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-Federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases-

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require the following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids: A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:
(a) A complete, adequate, and realistic specification or purchase description is available;
(b) Two or more responsible bidders are willing and able to compete effectively for the business; and
(c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:
(a) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
(b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
(c) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(e) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
(2) The item is available only from a single source;
(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or a agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
(5) A proposed contact modification changes the scope of a contract or increases the contract amount by more the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

3.04 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit http://daytonhrc.org/business-technical-assistance/certification/ to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.05 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.06 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.07 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

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

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.08 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – **These are standard terms are subject to change by the City prior to the award of the contract.**

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on MONTH, DAY, YEAR, whichever date is earlier. The Agreement shall be renewable for "x" number of "x"-year optional periods at the discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

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

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

Contractor, its employees and any persons retained or hired by Contractor 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, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

M. PCI COMPLIANCE

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

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

    a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
    b. Fully compliant with standards established by the PCI Security Standards Council (htts://www.pcisecuritystandards.org/index.shtml).

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?aggrement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795).

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

[ ] Not Applicable ("N/A") _____

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

N. LIVING WAGE ORDIANCE

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

[ ] YES [ ] NO

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
CDBG Electronic Document Review (EDR) Software Integration with Accela
RFP No. 25-021PND
July 2025

EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ **Sole Proprietorship** ☐ **Franchise** ☐ **Partnership** ☐ **Corporation**

☐ **Joint Venture** ☐ **LLC** ☐ **Other (Specify):** _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

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

If a corporation, state of incorporation: _____

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

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

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

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
CDBG Electronic Document Review (EDR) Software Integration with Accela
RFP No. 25-021PND
July 2025

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 25-021PND. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
CDBG Electronic Document Review (EDR) Software Integration with Accela
RFP No. 25-021PND
July 2025

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

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

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

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

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

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

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____
_____
Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
Fax No.: _____

DAYTON

EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # _____
2. ☐ Corporate Earnings FEIN # _____
3. ☐ Individual Ownership Earnings SSN # _____
4. ☐ Partnership Earnings FEIN # _____

Company Name_____ Phone # _____

Mailing Address_____ City_____ St._____ Zip _____

Local Business Address_____ City_____ St._____ Zip _____

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction _____

Your Accounting Period? Calendar Year_____ or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed $600.00

- Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction _____
- Do you submit withholdings QUARTERLY* or MONTHLY? _____
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☐

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☐ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

_____

_____

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

_____

_____

Full name of Owner of Company _____

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

_____

_____

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

_____

_____

Signature_____ Title_____ Date _____

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c

e-PlanSoft™
111 Pacifica, Suite 100 Irvine, CA. 92688
www.e-PlanSoft.com



City of Dayton, Ohio

RFP No. 25-021PND

Department of Planning, Neighborhoods & Development

CDBG Electronic Document Review (EDR) Software Integration with Accela

August 21, 2025

Table of Contents

TABLE OF CONTENTS **3**

LETTER OF TRANSMITTAL **5**

A. VENDOR RESPONSIBILITIES **7**

1. SOFTWARE INTEGRATION & INSTALLATION 7
   a. Electronic Plan Review solution *7*
   b. Configuration *7*
2. CONFIGURATION 8
   a. Meeting the City's specific Document Review Requirements *8*
   b. Supports Annotation, Version Control, Electronic Signatures, etc. *8*
3. TESTING & QUALITY ASSURANCE 9
   a. Collaborative Integration/Testing with City Staff & 3SG *9*
   b. Testing Plan and Test Integration *9*
4. TRAINING & SUPPORT 10
   a. Develop and deliver training for City personnel to use the software. *10*
   b. Ongoing Technical Support, Maintenance *11*
5. DOCUMENTATION 13
   a. Supply complete system documentation *13*

B. FUNCTIONAL AND TECHNICAL REQUIREMENTS **14**

1. FUNCTIONAL REQUIREMENTS 14
   a. Document Review Capabilities *14*
   b. User Interface *15*
   c. Collaboration Tools *17*
2. TECHNICAL REQUIREMENTS 18
   a. Integration with Accela *18*
   b. Reporting & Analytics *18*

C. VENDOR QUALIFICATIONS AND EXPERIENCE **19**

1. DETAILS ON THE VENDOR'S QUALIFICATIONS 19
   a. Proven experience with EDR software implementation *19*
   b. Previous experience integrating solutions with Accela *20*
   c. References from similar projects. *21*
   d. Technical and project management expertise *24*
   e. Ability to provide training, support, and ongoing maintenance *25*

D. PROPOSAL SUBMISSION REQUIREMENTS **26**

1. VENDORS SHOULD INCLUDE THE FOLLOWING IN THEIR PROPOSALS: 26
   a. Executive Summary *26*
   b. Technical Proposal – e-PlanREVIEW® *28*
   c. Project Plan *37*
   d. Vendor Qualifications *44*

PRICING STRUCTURE (RFP 2.04) **49**

STATEMENT OF EXCEPTIONS TO RFP REQUIREMENTS **49**

REFERENCES **49**

FORMS, ADDENDA, ETC. **49**

Letter of Transmittal.

The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
CDBG Electronic Document Review (EDR) Software Integration
with Accela RFP No. 25-021PND
July 2025

EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: e-Plan Inc.
Street Address: 111 Pacifica, Suite 100
City, State, Zip: Irvine, CA 92618
Proposer's Phone Number: 949.540.9459
Proposer's Fax Number:
Proposer's E-mail Address: mcohagan@eplansoft.com

Form of Ownership ☐ **Sole Proprietorship** ☐ **Franchise** ☐ **Partnership** ☑ **Corporation**

☐ **Joint Venture** ☐ **LLC** ☐ **Other (Specify):** _____

If a corporation, state of incorporation: California

Federal Identification Number (or SSN if sole proprietorship): 27-1867127

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☑ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: Matthew R. Cohagan, Manager, RFPs and Channel Partnerships

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: e-Plan, Inc.

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned
e-PlanSoft™ - developing, implementing, and supporting Electronic Plan Review solutions at all levels of Civic government as well as Architectural Engineering, Constructions and Third-Party Plan Check Firms	15 years	36

If a corporation, state of incorporation: California

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:
There is no current, pending, or threatened litigation, governmental, or regulatory action against e-PlanSoft™ within the past three (3) years that would have any bearing on our ability to deliver services to the City of Dayton. Our organization maintains a strong record of compliance and professional integrity, and we remain fully committed to upholding the standards required for public sector partnerships.

Local Office of Proposer: Office in/nearest to Dayton, Ohio: n/a

Federal Identification Number (or SSN if sole proprietorship): 27-1867127

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO
Lisa Lopez	Implementation and Project Manager	Direct: 949.544.0536 Email: llopez@eplansoft.com	YES
Ernest Romero	Project Manager	Direct: 949.544.0523 Email: ernest@eplansoft.com	YES
Colin Warren	Education Manager	Direct: 949.540.9466 Email: colin@eplansoft.com	NO
Eric Niday	Integration Manager	Direct: 949.544.2541 Email: eniday@eplansoft.com	NO

Proposal Response to RFP Section 2

A. Vendor Responsibilities

1. Software Integration & Installation

a. Electronic Plan Review solution

Develop and deploy the EDR solution to integrate with the City's Accela platform.

e-PlanSoft affirms that we will fully develop, configure, and deploy the e-PlanREVIEW® solution with seamless integration to the City's existing Accela Civic Platform. Our solution is built on a proven, Accela-validated integration framework that enables real-time, bi-directional data exchange between Accela and e-PlanREVIEW. This ensures synchronized workflow triggers, status updates, document versioning, and reviewer assignments across both systems.

The integration leverages Accela's APIs to support efficient routing of plan review tasks, automatic permit data synchronization, and robust security protocols, eliminating the need for duplicate data entry or manual uploads. Our implementation team has extensive experience deploying this integration in municipal environments of similar scale and complexity, ensuring rapid configuration, tailored workflow alignment, and a smooth go-live transition.

We are fully committed to delivering a turnkey deployment that meets all operational, technical, and security standards defined by the City, while enabling a modern, cloud-based electronic document review experience for staff, applicants, and reviewers alike.

b. Configuration

Collaborate with the City's IT team and 3SG to configure the solution within the existing permitting workflow.

The e-PlanSoft Services Team is fully prepared to collaborate closely with the City's IT staff and 3SG to ensure a seamless configuration of the e-PlanREVIEW solution within the City's existing permitting workflow. Our team brings extensive experience working in joint implementation environments and excels in facilitating multi-party collaboration to align technical solutions with established business processes.

We understand the critical importance of preserving the integrity and efficiency of the City's current permitting operations. As such, we will engage in active coordination with both internal and third-party stakeholders to map the desired workflows, configure system settings, and tailor integration points that complement the City's established practices.

Through structured planning sessions, joint configuration workshops, and by applying an agile methodology organized into key milestones for a systematic project deployment, our services team will ensure that e-PlanREVIEW integrates seamlessly into the permitting ecosystem—enhancing usability, minimizing disruptions, and delivering value from day one. We are committed to transparency, responsiveness, and partnership throughout the process to guarantee a successful deployment.

2. Configuration

a. Meeting the City's specific Document Review Requirements

Configure features to meet the City's specific document review requirements.

Throughout the implementation process, configuration data is meticulously gathered through collaborative discovery sessions with the client, establishing a robust foundation for implementation aligned with City requirements. Every aspect related to configuration tasks is documented in a comprehensive project status report, and tasks are systematically assigned to designated staff members. To ensure streamlined progress, regular project meetings incorporate a thorough review of each task until its completion, allowing for ongoing assessment and refinement.

This iterative approach guarantees that every configuration task is addressed with precision, meeting the specific needs and expectations outlined during the discovery sessions, and fostering a collaborative and transparent implementation process.

b. Supports Annotation, Version Control, Electronic Signatures, etc.

Ensure that the solution supports functionalities such as annotation, version control, electronic signatures, and audit trails.

e-PlanREVIEW is purpose-built to support and exceed the functional requirements outlined, including robust tools for annotation, version control, electronic signatures, and audit trails. Our solution provides a collaborative, browser-based environment where reviewers can efficiently annotate plan sheets using an extensive set of mark-up tools designed specifically for architectural, engineering, and code compliance reviews.

Version control is seamlessly embedded into the workflow, allowing users to track and manage revisions with clear visual differentiation, automated version stacking, and preserved comment history across iterations. Electronic signature capabilities are integrated to support digital signoffs and approvals, with full compliance to industry standards. In addition, a comprehensive audit trail captures all user actions, document events, and workflow changes.

3. Testing & Quality Assurance

a. Collaborative Integration/Testing with City Staff & 3SG

Conduct integration and testing in collaboration with City staff and 3SG.

For cities where the permitting solution already has an established integration to e-PlanREVIEW, the division of responsibilities is streamlined to enhance efficiency. City staff's primary responsibility is to provide all necessary configuration data necessary for the integration. Following this, our team will develop a prototype, which will undergo rigorous testing to ensure functionality and compliance with your specific requirements. After successful prototype validation, we will proceed to establish all remaining configuration connections. City staff will play a critical role during the User Acceptance Testing (UAT) phase, where their involvement is crucial for validating the integration's performance and approving the final implementation.

The responsibilities between the City and e-PlanSoft teams are delineated clearly to ensure a seamless integration process. Our team will handle the majority of technical development and project management tasks, ensuring that the solution aligns with both functional and technical standards.

Technical Skills Required of City Staff: For the effective implementation of this project, it is essential that City staff possess a basic understanding of their current IT infrastructure and data systems. Skills in basic data handling and familiarity with their existing permitting software interface will facilitate a smoother integration process. Training and support will be provided by e-PlanREVIEW to upskill City staff as necessary during the integration process.

b. Testing Plan and Test Integration

Provide a testing plan and test integration on behalf of City of Dayton staff, allowing time for City staff to test prior to final deployment.

The e-PlanSoft implementation team is committed to delivering a structured and collaborative testing process that ensures the City of Dayton's confidence in the solution prior to final deployment. A comprehensive testing plan will be developed and executed by our team to validate system integration and functionality across all critical workflows. This includes testing on behalf of City staff, with careful coordination to align with the City's permitting processes and business requirements.

To support a successful User Acceptance Testing (UAT) phase, e-PlanSoft will provide the City with detailed test scripts, workflow documentation, and results tracking tools. These assets guide City staff through predefined test scenarios and provide a structured framework for validating system behavior.

A dedicated test environment will be provisioned throughout the implementation lifecycle to enable thorough testing in a secure, isolated setting that mirrors the production configuration. In addition, City staff will be granted access to our online Knowledge Base, which includes step-by-step help articles, FAQs, and product guidance to assist with testing and familiarize users with the system.

Tools and resources made available at no cost to the City post go-live include:

1. Dedicated test environment
2. Online Knowledge Base
3. Test scripts and workflow documentation
4. Testing results logs and audit support
5. This approach ensures a transparent and supportive testing process, allowing the City sufficient time and resources to validate the solution prior to full deployment.

4. Training & Support

a. Develop and deliver training for City personnel to use the software.

e-PlanSoft will provide comprehensive training for e-PlanREVIEW users via the course outline below.

Training is offered as follows:

Course Description	Intended Audience
e-PlanREVIEW training for Administrators: User accounts, permissions, configuration.	e-PlanREVIEW Administrators
e-PlanREVIEW training for Intake and Deliverables: PDF Scout™ inspection tool, OCR and intake. Preparing correction reports and project deliverables.	Permit Intake staff, Group managers, Permit QA Supervisors
e-PlanREVIEW training for Reviewers: Performing electronic plan review. Plan review using *paper-based* plans (if applicable). Preparing correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors.

**** Number of training sessions may vary based on number of user licenses purchased.***
***** Additional training is available per the rate indicated on your Purchase Order/Sales Order.***

Training Materials

e-PlanREVIEW online help can be accessed from within the products by selecting the 'Help' icon. This includes searchable online Knowledge Base product documentation as

well as several training videos for features within the Review page as well as recent product updates.

Training Environment

To facilitate the best possible experience for web training, user should have available:

1. Workstations/laptop for each trainee
    a. Latest version of Chrome browser.
    b. 27-inch (or larger) monitors.
2. A communication device such as a phone, headset, microphone and speakers.
3. A maximum class size of 15 users is recommended to complete the training in the time allotted.

b. Ongoing Technical Support, Maintenance

Provide ongoing technical support, maintenance, and updates as required.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off regular business hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by the Company, at its discretion, but only after providing a thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client's account.

Product releases typically occur every four (4) months and maintenance/patches are released every 4 weeks.

Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company's Client Support Department.

1. Online Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
    a. Access to the e-PlanSoft online ticketing system.
    b. All support tickets and bug reports will be recorded in the ticketing system.
    c. The Company will only respond to incidents reported via the online ticketing system.
    d. Client will receive an e-mail with the assigned ticket number.
    e. Bug Ticket Priority and Severity will be determined by the definitions below.
    f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an hour.
    g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.
3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - **Critical**	Critical bug occurring on production system preventing business operations. A large number of users are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is a client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - **High**	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they	The Company will respond with confirmation of receipt of incident.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem

	are still able to work in a limited capacity.	Follow-up will be provided via the ticket system every 2 business days.	has been diagnosed and/or replicated.
Level 3 - **Medium**	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - **Low**	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:
Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.

Enhancement Request - A enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

5. Documentation

a. Supply complete system documentation

Supply complete system documentation, including user manuals, configuration guides, and troubleshooting procedures.

High-level overview, configuration, and test case documentation are provided throughout the implementation.

B. Functional and Technical Requirements

1. Functional Requirements

a. Document Review Capabilities

i. Electronic annotation, commenting, and clouding.

e-PlanREVIEW's standard markup and comment functionality enables users to markup pdf plan sets with a multitude of drawing tools including clouds, polygons, circles, lines, etc. Comments can be pinned or unpinned allowing the text of the comment to appear on the plan set or in the margin of the printed pdf. Comments are also available in a configurable comment report.

All our environments and services are hosted on the AWS Cloud, leveraging its robust infrastructure to ensure high availability, failover, and redundancy. AWS provides a comprehensive set of services and features that contribute to the reliability of our architecture

ii. Version control and document history tracking

e-PlanREVIEW provides standard functionality to manage documents, including version control and document history tracking. It allows users to link revisions together and track comments on each plan revision submitted. This ensures that all changes and updates are documented and easily accessible for review.

iii. Version comparison

Version comparison to find and illustrate differences in the versions of plans submitted.

During any stage of the review process, staff can utilize e-PlanREVIEW's powerful and flexible comparison tools to efficiently evaluate differences between document versions. e-PlanREVIEW's Overlay Comparison feature enables users to superimpose any version of any page from any document within any project onto the current page. This feature is particularly valuable for visualizing changes across submissions, as the layers are rendered in distinct colors, and areas of alignment blend into a third color making discrepancies immediately visible.

iv. Integration of electronic signatures and approval workflows.

e-PlanREVIEW stores digital signatures as electronic stamps, and users, when granted access by administrators, will have access to place them on a single page, a range of pages, or an entire document at once.

b. User Interface

i. Intuitive and user-friendly design that supports multiple user roles.

Access to e-PlanREVIEW is determined by a combination of **license type** and **user role**, allowing agencies to tailor access levels based on specific needs and responsibilities. Below is a summary of available license types:

Standard License - Ideal for staff who engage with e-PlanREVIEW regularly as part of their daily responsibilities.

- Assigned to a **named user** (one individual per license).
- Provides **full access** to core e-PlanREVIEW functionality. (Access levels are further defined by **user role configuration**, allowing agencies to tailor permissions appropriately.)

Contributor License - Ideal for applicants or external partners who frequently submit projects and need to respond to feedback efficiently.

- Assigned to a **named user** (one individual per license).
- Provides **limited access** to e-PlanREVIEW (not configurable):
    - Can access projects where they are listed on the Project Team.
    - Can respond to comments when response permissions are enabled by reviewers.

Shared License - Ideal for users who require occasional access to the platform.

- Assigned to a **single pool of designated user accounts** (shared use; no separate pools permitted).
- Allows only **one user to access e-PlanREVIEW at a time** per shared license (no concurrent sessions).
    - If the license is in use, others attempting to log in will receive a notification displaying the current active user.
- Provides **full e-PlanREVIEW functionality**.
- Agencies may purchase multiple shared licenses to accommodate higher volume.

Review Session License - Ideal for temporary or ad hoc reviewers.

- **Invitation-based** and **time-limited** access.
- Allows invited guests to **view and respond to comments** within a specified timeframe.

Read-Only License - Suitable for stakeholders who need visibility into project documents without making changes.

- Assigned to a **named user** (one individual per license).
- Provides **view-only** access to e-PlanREVIEW with **no editing or markup capabilities**.

ii. Dashboard for tracking document status and workflow progress.

e-PlanREVIEW includes a comprehensive dashboard that provides real-time visibility into document status and **workflow progress** across all active projects. Users can easily track plan submissions, review stages, pending actions, and approval milestones, enabling efficient oversight and workload management.

iii. Improvements to the internal and external functionalities of Accela

Improvements to the internal and external functionalities of Accela, such as tools to support customer understanding of upload requirements or errors, and enhanced display of photos and documents.

Exclusive (Non-Standard) Features:

PDF Scout™ Tool

To better ensure that PDFs meet submittal expectations, e-PlanSoft's PDF Scout can analyze PDF documents during upload and reject them if they do not conform to best practices for PDF submissions. PDF Scout can provide warnings for noncompliance in file size, file naming, page size, password protection and for any encountered PDF metadata issues. Searching for and notifying applicants to these issues allows for submittals to be corrected to meet best practices, reducing the burden on City intake staff, speeding up the intake process, and improving turnaround times as a result.

Notable Features:

Enhanced Team Collaboration

- **Project Team Membership, Flexible Permissions, and Optimized Collaboration –** Regulate access to project data for users within and outside of a given project team for increased control, flexibility, security, and appropriate access. Configure standard permissions templates across multiple account types, allowing users to belong to as many groups or departments as needed. Easy and secure collaboration with flexible permissions and concurrent plan review.
- **Assignment Distribution Tools** – Set City-defined rules to automatically route incoming review assignments to the appropriate reviewers if distribution is not already handled by an integrated permitting system.

Robust Comment Management

- **Secure Review Comments** – Protect comments and sketches from unauthorized changes with built-in editing permissions. Comments are saved directly to the database, so they are protected should the PDF file become compromised. Built-in history also allows users to view changes to comments.
- **Powerful Comment Management –** Robust tools for accessing, organizing, and reporting on comments, with the added ability for clients to enable external team members to respond directly to reviewer comments.

Specialized Markup Tools

- **Markups Print Rendered by Department** – When generating reports directly from e-PlanREVIEW, staff have the option to generate PDF deliverables including all markups or only with specific markups (certain departments, users, or markup types) as desired.
- **Industry Standard Markup Toolkit–** Quickly access common markups and secure stamping tools with the streamlined markup toolbar, including measuring/calibration tools.

Enhanced Overlay and Versioning

- **Page Comparisons and Multipage Documents** – Easily mark-up, identify, and track changes made from version to version with document overlay and side-by-side views. Accept multipage PDFs and easily navigate through submitted documents, open multiple pages within the same document simultaneously, and stamp, or status an entire document in a single action.

c. Collaboration Tools

e-PlanREVIEW provides a single, browser-based workspace that lets Building, Zoning, ROW/Engineering, Water, Environmental, Fire, and Planning work together in real time—or in controlled sequence— using configurable **parallel and sequential routing**. Reviewers collaborate on the same plans with **discipline colors**, **overlay/compare** for quick deltas, and **standardized comment libraries** with **stamps/seals** to keep feedback consistent and code-aligned. At the end of each cycle, the system automatically produces a **consolidated correction letter**, reducing back-and-forth and cutting resubmittals. Supervisors gain live **dashboards** that surface **workload, aging items**, **bottlenecks**, and **due-date SLAs**, so they can rebalance queues before deadlines slip. The result is faster, more transparent reviews across departments—with clear ownership, consistent comments, and measurable accountability.

i. Real-time collaboration features

Real-time collaboration features for simultaneous review by multiple users. Complainants shall be provided with the option to receive follow-up communications regarding the complaint.

Out of the box, e-PlanREVIEW supports extensive features for plan reviewers to work collaboratively and review the same document simultaneously in their browser. Users can view the markups and comments being added by other users in real time.

ii. Automated notifications and alerts

Automated notifications and alerts for pending actions or updates, where not already supplied by scripts in Accela.

e-PlanREVIEW supports inbox notifications through the review process, including to assigned reviewers of pending plan review tasks and staff when updates occur. e-PlanREVIEW also allows staff and reviewers to configure reminders for upcoming plan review due dates through their own profiles.

2. Technical Requirements

a. Integration with Accela

i. Seamless plug-in integration with the Accela permitting system.

The primary goal of e-PlanREVIEW is fully aligned with the City's objective of enhancing the applicant experience while increasing the speed, efficiency, and accuracy of staff reviews within the designated departments, i.e., e-PlanREVIEW seamlessly integrates with Accela, leveraging it as a reliable source of truth to maintain data integrity, streamline workflows, and ensure accurate, real-time information is always accessible.

By utilizing our advanced integration, we enable a more efficient plan review process that accelerates approvals, reduces redundancies, and minimizes errors. The outcome is a smoother experience for applicants and improved operational efficiency for staff. e-PlanREVIEW enhances Accela's capabilities while preserving its role as the trusted system of record, ensuring a seamless and optimized review process.

b. Reporting & Analytics

i. Customizable reporting capabilities

Customizable reporting capabilities for performance monitoring and plan review tracking.

e-PlanREVIEW offers a comprehensive suite of **pre-configured reporting tools** designed to support performance monitoring and plan review tracking out of the box. These reports can be exported in various formats to facilitate data analysis and operational oversight ***measurable ROI and transparency***.

- Built-in dashboards and exportable reports show cycle time, first-pass yield, resubmittal rate, and overdue items.
- Read-only data access / API for BI tools; scheduled report subscriptions.
- Before/after KPI targets to track improvement within 90 days post go-live.

In addition to the standard reports, e-PlanREVIEW provides agencies with **read-only access to their environment's database**, enabling the ability to download and analyze **user-defined report data** for advanced or customized reporting needs.

To support communication with applicants, a **configurable Comment Report Letter Template** tool is included. This feature allows the City to tailor the format and presentation of review comments and correction notices, ensuring consistency with internal branding and communication standards.

These capabilities collectively empower agencies to monitor review timelines, track reviewer performance, identify process bottlenecks, and produce customized documentation that aligns with their unique operational requirements.

ii. Dashboard analytics

Dashboard analytics with the ability to easily filter for plans in various stages of review.

e-PlanREVIEW includes a built-in **dashboard analytics interface** that provides real-time visibility into plan review activity across all active projects. The dashboard enables users to **filter, sort, and view projects and individual plan sets** based on various review stages—such as *not started, in progress, returned for corrections, resubmitted,* and *completed*.
These interactive filters allow City staff, reviewers, and managers to quickly identify where each project stands in the review process, monitor workload distribution, and proactively address bottlenecks. The dashboard can also be configured to highlight overdue reviews, upcoming deadlines, and other performance indicators relevant to the City's workflows.

In addition to dashboard functionality, **role-based notifications and reminders** support reviewer accountability by alerting assigned users of pending or approaching deadlines.

C. Vendor Qualifications and Experience

1. Details on the vendor's qualifications

Proposals must include details on the vendor's qualifications, including:

a. Proven experience with EDR software implementation

Proven experience with EDR software implementation, especially in public sector environments.

e-PlanSoft has a well-established track record of successfully implementing electronic plan review solutions—most notably our flagship product, **e-PlanREVIEW**—for public sector agencies across the United States. Our team has partnered with municipalities, counties, and state agencies, delivering secure, cloud-based solutions that streamline plan review processes, improve regulatory compliance, and enhance service delivery to constituents.

We have implemented e-PlanREVIEW in diverse departmental contexts, including Planning, Zoning, Building, Fire, Engineering, and Health, working closely with stakeholders to configure the system to local workflows, regulatory requirements, and approval hierarchies. Our proven implementation methodology emphasizes stakeholder engagement, business process alignment, and interdepartmental coordination, ensuring system adoption and long-term success.

Our experience has shown that public sector projects often involve unique complexities, such as change management concerns, tight implementation timelines, and limited internal resources. We proactively address these challenges through a structured approach that includes comprehensive planning, iterative configuration, responsive support, and strong project governance.

We invite the City to reference our numerous successful deployments nationwide as evidence of our qualifications and deep experience in the public sector electronic plan review space. Included among our references are ***Montgomery County, OH, High Point, NC, Syracuse, NY, Buncombe County, NC, and Chandler, AZ***.

b. Previous experience integrating solutions with Accela

Previous experience integrating solutions with Accela or similar permitting systems.

e-PlanSoft has extensive experience integrating its solutions—particularly e-**PlanREVIEW**—with the **Accela Civic Platform** and other leading permitting systems. Our integration is **purpose-built using Accela's supported APIs and scripting framework**, enabling seamless, real-time, bidirectional data exchange between Accela and e-PlanREVIEW. This allows for smooth interoperability, including automatic workflow triggers, record synchronization, status updates, document management, and plan review assignments without the need for duplicate data entry.

Our integration approach is both **standards-based and configurable**, enabling us to tailor the connection to each City's unique permitting workflows and approval processes. This ensures that plan review tasks are properly routed and tracked within Accela, while leveraging the robust markup, commenting, and document versioning tools within e-PlanREVIEW.

We have successfully deployed **Accela-integrated implementations** in numerous jurisdictions, including:

- Montgomery County, Ohio
- California Department of Health Care Access and Information (HCAI)
- Town of Queen Creek, Arizona
- Buncombe County, North Carolina
- Omaha, Nebraska
- City of High Point, North Carolina
- City of El Paso, Texas
- City of Chula Vista, California
- City of San Diego, California
- City of Bradenton, Florida
- City of Chandler, Arizona
- City of Chino, California
- City of Fremont, California
- Kern County, California
- Town of Longboat Key, Florida
- City of Monterey Park, California
- City of Rochester, Minnesota
- City of St. Cloud, Minnesota
- San Joaquin County, California
- South Metro Fire, Colorado
- San Bernardino County Fire, California
- Washington County, Maryland

These deployments span a variety of configurations and City needs, demonstrating our ability to effectively integrate with Accela in complex, multi-departmental environments. References for several of these implementations are included in our proposal.

Our deep familiarity with the Accela ecosystem, coupled with a collaborative and agile implementation approach, enables us to deliver reliable, high-performance integrations that support operational efficiency and City goals.

c. References from similar projects.

We have included our populated Exhibit B - References for Proposing Company - below.

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
CDBG Electronic Document Review (EDR) Software Integration
with Accela RFP No. 25-021PND
July 2025

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: e-PlanSoft

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 25-021PND. Do not use the City of Dayton as a reference.

Company Name: Montgomery County, Ohio

Address: 451 West Third Street, 10th Floor, Dayton, OH 45422

Contact Person: Tony Wenzler

Telephone Number: (937) 225-4622 Fax Number: (937)225-6327

Email Address: wenzlera@mcohio.org

Company Name: Buncombe County, NC

Address: 35 Woodfin Pl, Asheville, NC 28801

Contact Person: Jason Williams

Telephone Number: (828) 250-6881 Fax Number:

Email Address: Jason.Williams@buncombenc.gov

Company Name: City of Syracuse, NY

Address: 300 South State Street, One Park Place – Suite 700, Syracuse, NY 13202

Contact Person: Jake Dishaw

Telephone Number: (315) 448-8695 Fax Number:

Email Address: jdishaw@syr.gov

Company Name: City of High Point, NC

Address: 211 South Hamilton St, Room 316, High Point, NC 27260

Contact Person: Mark Schroeder

Telephone Number: (336) 883-3336 Fax Number: (336) 883-3056

Email Address: mark.schroeder@highpointnc.gov

Company Name: City of Chandler, AZ

Address: 215 E. Buffalo St., Chandler, AZ 85225

Contact Person: Michael Rose

Telephone Number: (480)782-2492 Fax Number:

Email Address: Michael.Rose@chandleraz.gov

d. Technical and project management expertise

Technical and project management expertise within the vendor's team.

e-PlanSoft brings a highly qualified Professional Services Team with robust technical and project management expertise in delivering Electronic Plan Review solutions to public sector clients. Our team comprises seasoned professionals with proven experience in implementation planning, client training, system configuration, stakeholder engagement, and post-deployment support—ensuring each project is delivered on time, within scope, and aligned with City objectives.

The following e-PlanSoft team members will support the City through the successful delivery of this project:

- **Lisa Lopez** – *Implementation and Project Manager*
  Lisa brings over 14 years of professional experience in project management, system configuration, and client training. She has led numerous municipal implementations of e-PlanREVIEW, skillfully managing timelines, coordinating stakeholder sessions, and guiding users through the entire implementation lifecycle. Her ability to bridge communication between technical teams and client leadership ensures a smooth and effective deployment, with an emphasis on client satisfaction and measurable outcomes.
- **Ernest Romero** – *Project Manager*
  Ernest offers over 20 years of combined experience in business analysis, technical publications, and project delivery. He manages project timelines, configures systems to meet City needs, and supports user training initiatives. Ernest's deep documentation background and ability to translate technical requirements into user-ready guidance contribute to the project's transparency, efficiency, and success.
- **Colin Warren** – *Education Manager*
  Colin leads the training and education component of each implementation, with a focus on user empowerment and system fluency. His responsibilities include the development of customized training plans, live and web-based training delivery, and support documentation. With his strong background in application support and customer engagement, Colin ensures that client teams are well-prepared to operate independently post-deployment.
- **Eric Niday** – *Integration Manager*
  Eric plays a critical role in managing technical integrations between e-PlanREVIEW and third-party permitting platforms. With over seven years of experience in software design, data mapping, and post-implementation support, Eric ensures that system integrations function seamlessly and align with project goals. He collaborates directly with client IT teams to gather technical

requirements, guide data configuration, and resolve integration issues efficiently. Eric's versatility and commitment to customer satisfaction make him a key technical resource both during and after implementation.

Project Management and Delivery Approach
The project team employs a structured, collaborative approach that includes:

- Detailed project planning and milestone tracking
- Regularly scheduled meetings and working sessions
- Transparent progress reporting, including completed and upcoming activities, updated schedules, and risk management updates
- Defined change control processes to address impacts on scope, timeline, or budget (with all cost changes requiring written client approval)
- Utilization of industry-standard tools such as Microsoft Project, Jira, and SharePoint for task coordination and status visibility

Together, our team's combined expertise ensures a disciplined, communicative, and results-driven project delivery—tailored to the needs of government clients and optimized for the success of e-PlanREVIEW within the City's permitting ecosystem.

e. Ability to provide training, support, and ongoing maintenance.

The timeline for User Training is specific to each City, based on total number of classes to schedule and staff size. Training is typically started once system configuration is completed, but in many cases occurs throughout the implementation.

Training is conducted by knowledgeable e-PlanSoft experts and all web-based training classes are recorded and made available to the City for future reference or retraining purposes. To accommodate diverse learning preferences and schedules, we offer a range of training options including web-based self-paced courses, remote learning, and the option for in-person training at an additional cost. This variety ensures that every City can choose the training format that fits their preferred learning style and availability. Our primary objective through these training programs is to empower you with the essential skills needed to excel in your role and to fully utilize our application, maximizing its potential to benefit your operations.

- **Training for Administrators**: This course covers user account management, permissions, and system configuration. It is intended for e-PlanREVIEW administrators.
- **Training for Intake and Deliverables**: This course focuses on permit intake processes, Scout submittal expectations, OCR/sheet mapping (as applicable), correction report preparation, and project deliverable generation. It is intended for permit technicians/intake staff, group managers, and permit QA supervisors.

- **Training for Reviewers**: This course covers plan review processes, including adding comments, markups, stamps, measurements, correction report preparation, and generating project deliverables (as applicable). It is designed for plan reviewers.
- To facilitate effective training, it is highly recommended the client provide workstations/laptops for each trainee with the latest version of Google's Chrome browser and 27-inch monitors (or larger). If training remotely, it is also recommended to provide communication devices such as phones, headsets, or microphones to each trainee. A maximum class size of 15 users is recommended to ensure personalized attention and a smooth training experience.
- The Client commits the necessary staff and dedicated resources be available for the agreed upon project schedule Timeline.
- Delays to the project caused by staff unavailability will negatively impact on the project schedule.

Product support includes an always available (24/7/365) searchable online Knowledge Base and Online Self Support Site as well as City access to the e-PlanSoft ticketing system to submit support tickets. Knowledgeable e-PlanSoft experts also provide live help desk support between the hours of 5:00am – 6:00pm Pacific, Monday – Friday barring US holidays.

Ongoing product maintenance includes new feature releases approximately every four (4) months and product maintenance/patches pushed every four (4) weeks. A User Acceptance Testing (UAT) portal is also provided to allow for testing new/updated features before releases are pushed to production environments.

D. Proposal Submission Requirements

1. Vendors should include the following in their proposals:

a. Executive Summary

Overview of the proposed solution and its benefits.

The City of Dayton seeks an Electronic Document/Plan Review (EDR) solution that natively integrates with Accela and streamlines end-to-end permit reviews across Building, Zoning, Right-of-Way/Engineering, Water, Environmental Management, Fire, and Planning. e-PlanSoft proposes e-PlanREVIEW—a configurable, cloud-hosted EDR platform with a proven, production-grade Accela integration—to deliver faster, more transparent, and more consistent reviews with minimal IT overhead.

Aligned to your Must-Haves

- **Seamless Accela integration**: Bi-directional sync of records, documents, review tasks, statuses, and comments eliminates double-entry and keeps Accela the system of record. e-PlanREVIEW supports Accela's intake, review cycles, and approvals so staff work in familiar workflows.
- **Configurable cloud review & markups**: Browser-based redlining, overlay/compare, stamps/seals, standardized comment libraries, checklists, and batch comment letters—configured to Dayton's codes and submittal standards without custom code.
- **Multi-department workflows**: Parallel and sequential routing across Building, Zoning, ROW/Engineering, Water, Environmental, Fire, and Planning with role-based assignments, SLAs, due dates, and dashboards for supervisors and leadership.
- **Real-time collaboration**: Concurrent reviews on the same document, threaded comments, collision detection, and consolidated outputs to applicants reduce cycles and resubmittals.

Low-risk implementation, ready out-of-the-box

e-PlanSoft has a long track record delivering e-PlanREVIEW integrated with Accela for municipal peers. Our OOB Accela connector, repeatable configuration playbook, and reference implementations mean rapid time-to-value with minimal custom development. We will confirm requirements in discovery, configure workflows and templates, migrate key artifacts, and validate via scripted UAT tied to measurable success criteria. Reference Accela clients and integration details are available upon request.

Security and operations built for Government

e-PlanREVIEW is delivered as a secure, cloud-hosted service with encryption in transit and at rest, role-based access controls, detailed audit logging, granular permissions for stamps/seals, configurable retention, and robust backup/restore. The platform supports SSO/SAML 2.0 and optional MFA, aligns to municipal IT standards, and includes an uptime SLA with proactive monitoring and support.

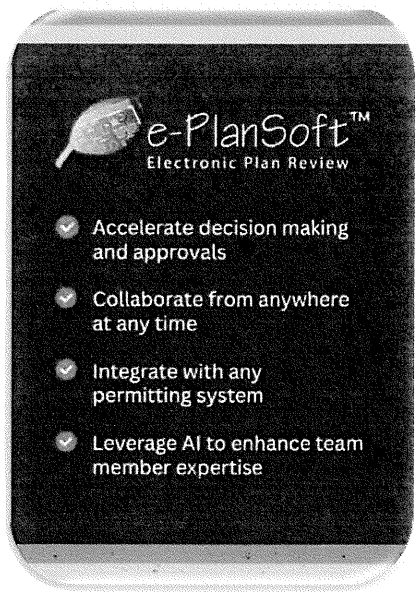
Expected Outcomes

With e-PlanREVIEW + Accela, Dayton will shorten plan review cycle times, increase first-pass yield, standardize comments across departments, and provide applicants with a clearer, more predictable experience. Staff gain a single, collaborative workspace for markups and decisions; leadership gains real-time visibility into caseloads, bottlenecks, KPIs, and compliance.

e-PlanSoft is ready to partner with the City to implement a modern, collaborative EDR that meets all identified must-have requirements, leverages existing Accela investments, and scales with future permitting and development needs.

b. Technical Proposal – e-PlanREVIEW®

Technical Proposal – Detailed description of the software solution, integration approach, and compliance with functional and technical requirements.



e-PlanREVIEW is the optimal solution for government agencies seeking a powerful, modern approach to electronic plan review. Purpose-built by experts who understand the complex needs of both public sector agencies and the AEC industry, e-PlanREVIEW delivers a fully cloud-based, end-to-end solution that simplifies every stage of the review lifecycle - from submittal through final approval. It eliminates the inefficiencies of paper-based processes and disconnected systems by enabling real-time, collaborative reviews across departments, complete with automated comment aggregation, secure document storage, and full version control. With browser-based access, no local software installation, and seamless integration with permitting systems, e-PlanREVIEW empowers agencies to accelerate turnaround times, reduce administrative burden, and improve transparency – all while maintaining a detailed historical record for every project.

e-PlanREVIEW goes beyond the "standard" process efficiencies gained through electronic plan submission, as it is a full lifecycle solution serving agencies across submittals, resubmittals, revisions, and approvals. By eliminating the printing, packaging, shipping, and storage expenses that come with traditional paper-based processes, e-PlanREVIEW makes documents available to team members across departments and allows plans to be reviewed concurrently and completed in less time and with less effort.

e-PlanREVIEW is deployed in e-PlanSoft's Amazon AWS Cloud and is entirely browser-based, so it can be accessed from any device at any time. Authorized users can access the e-PlanREVIEW via an integrated partner's solution or a secure direct login. e-PlanREVIEW does not require the installation of any specialized software on local servers or workstations.

Staff and reviewers can view, annotate, and evaluate plans, with version control functionality maintaining a comprehensive record of all activity throughout the review lifecycle. This functionality enables staff to reference and build upon prior reviews during resubmittals, while also providing an audit trail accessible by system administrators.

e-PlanREVIEW's document assignment workflow enables a single shared document to be assigned to multiple users or user groups across departments, each of whom can independently conduct their review and provide comments. This structure ensures that all participants can contribute their assessments while maintaining clear tracking of individual review activity. Unlike traditional separate review processes that require time-

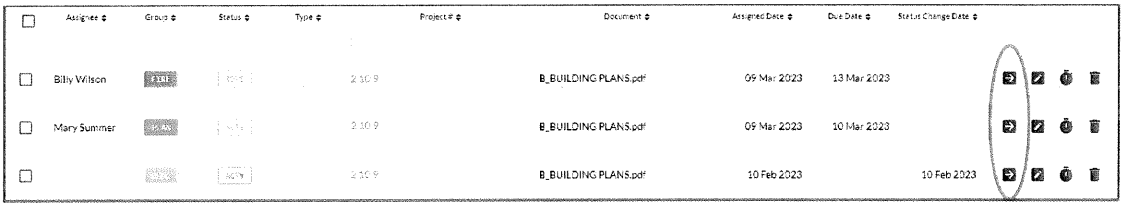
consuming manual consolidation, all markups and comments are automatically aggregated by the system for return to the applicant.

e-PlanREVIEW's submittal versioning, along with built-in workflow assignment distribution and the ability to conduct concurrent reviews for a shared set of plans, breaks down the traditional silo effect between city departments, as well as any outside consultants. e-PlanREVIEW eliminates the need to either request and maintain multiple copies of paper plans, distribute them to reviewers, and ultimately merge comments from many separate sources. It also eliminates any onerous check-in and check-out process that would prevent concurrent review.

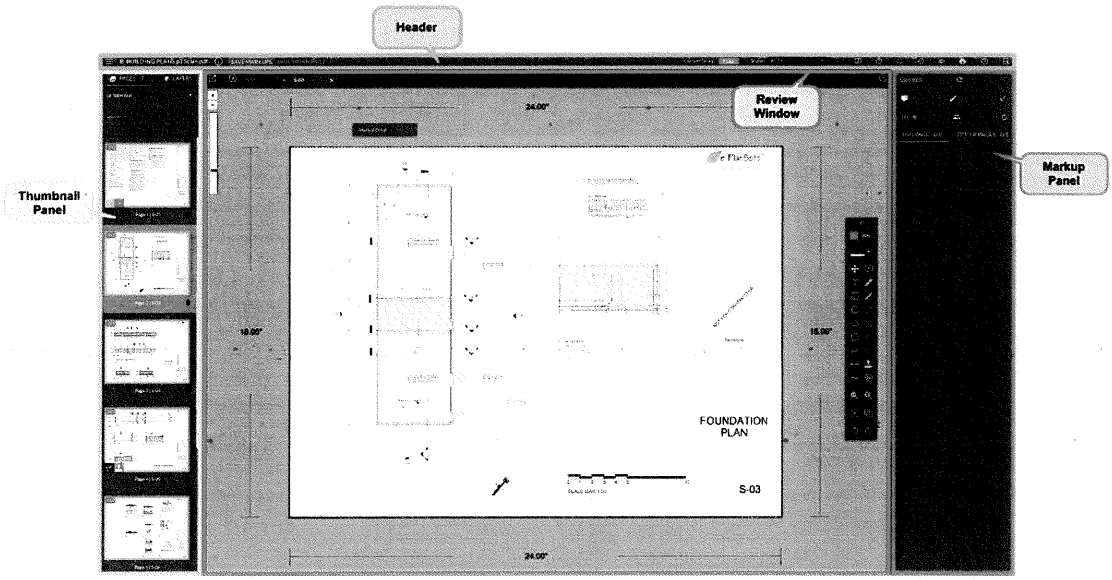
User Interface

City staff will access e-PlanREVIEW by either logging in directly or, if integrated with a permitting system, being directed to a particular project assignment page. Project information is clearly organized to provide details, list documents, display assignments, gather comments, or provide access to features such as intake or deliverable packaging processes.

Main navigation pages, such as Project Assignments, display records and tasks in clear, straightforward tables with options for sorting and filtering results, and the ability to scroll through all of the records presented. Navigation options are consistent (ex. tabs for viewing related data, right-pointing arrow buttons to "go to" a specific record, etc.) so users have a better experience in learning and working within the system. Colors - which can be defined by the City – are used on most pages to highlight important details, such as user discipline, current review status, and past due assignments.

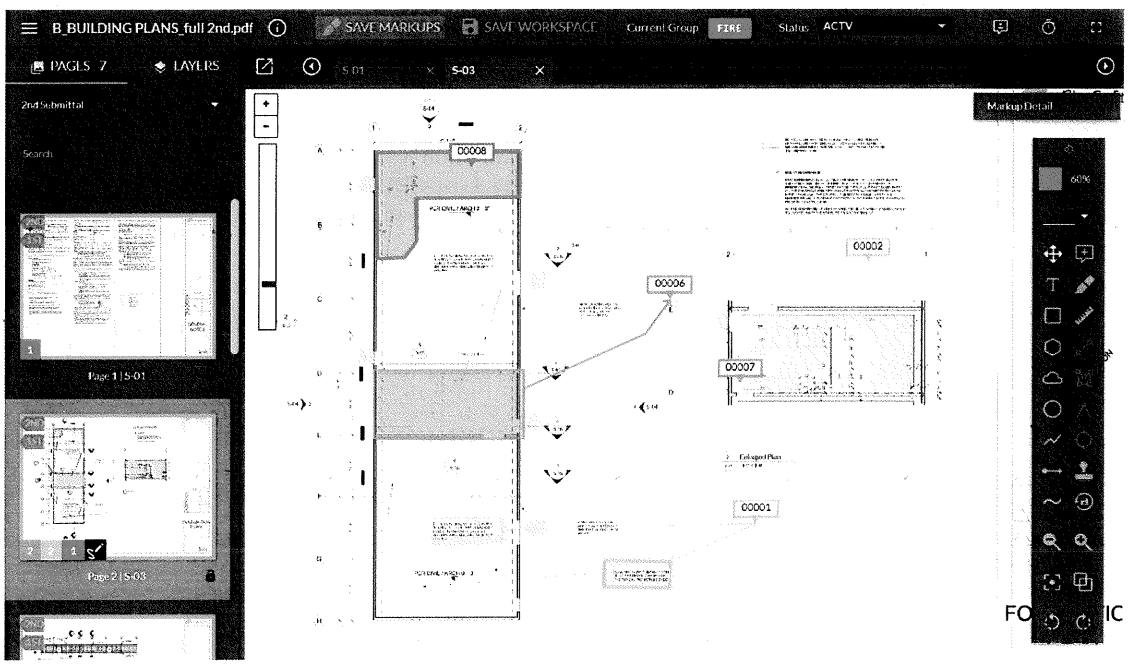


The Review Page is designed to contrast the typically white plans with a darker surrounding, allowing reviewers to clearly focus on the task at hand and allowing important information to be more visible (see below). Since the page is viewed in a browser, staff can resize the page to the extent their hardware will allow. Collapsible side panels allow users to control how much of the page they see on screen at any time. Essential markup tools and features are readily available from the toolbar or header and do not force staff to search through extensive menus or away from the page.



Customizability of Markups

City-defined discipline colors allow both staff and applicants to easily distinguish which markups, annotations, and comments belong to each specific department. The discipline colors are consistently displayed on the Review Page, in Review Page thumbnails, on comments, and on all marked-up plans returned to the applicant. Comments can be placed on a document page, either as reference points or pinned open to display their full text, using the discipline's predefined color. Comments can also be added to the overall project from the Project Comments tab while still referencing each discipline by label.

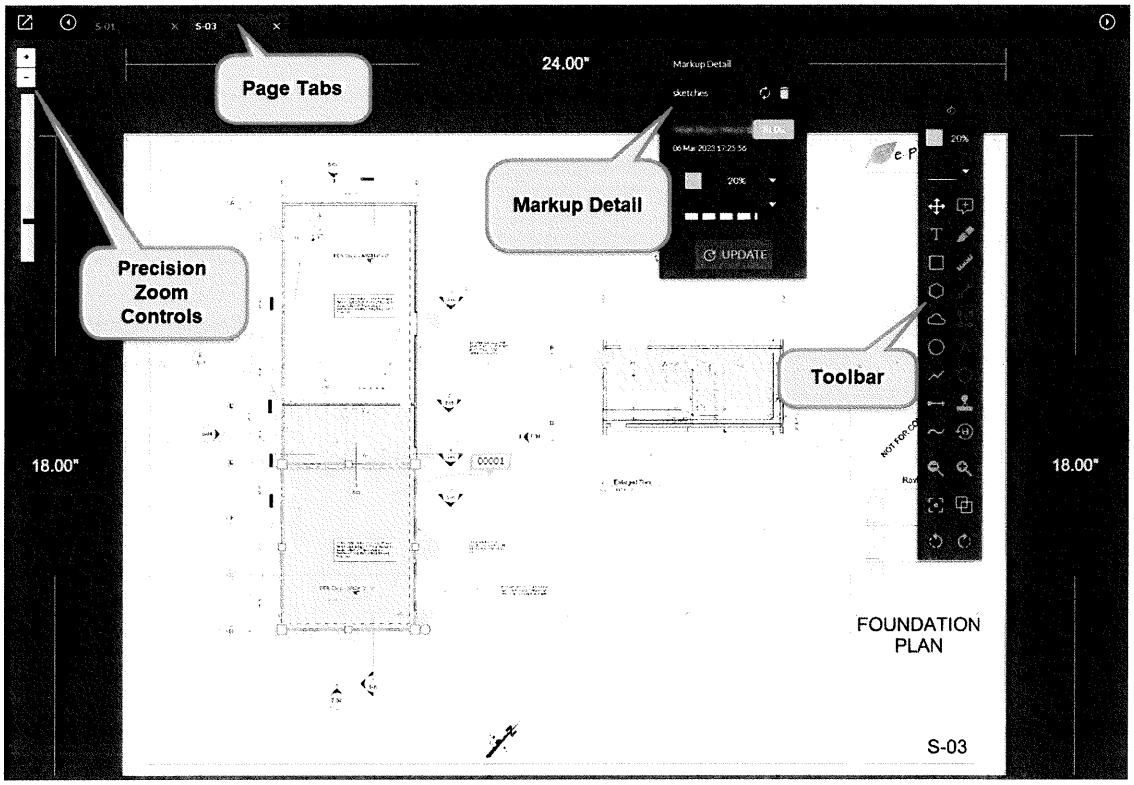


Reviewer Experience and Markup Tools

e-PlanREVIEW is a fully web-based solution that allows the users to conduct concurrent plan reviews by multiple departments on a shared document (or set of documents). e-PlanREVIEW runs entirely in your Chrome or Edge browser (Mac users are recommended to install either browser and will then have the same experience) and requires no software to be installed on user workstations.

Reviewers who are part of a project team will have access to all project files, but their default view will show only their assignments, helping them to manage their workload more efficiently. All assigned reviewers can work on the same document at the same time, with the option for reviewers to record how much time they have spent on review in addition to providing a status for their review.

e-PlanREVIEW offers an intuitive set of markup and measurement tools designed specifically for plan review. The Review Page allows reviewers to add sketches in their discipline's pre-designated color through simple shapes as well as polygons, clouds, lines with and without endpoints, and add highlights. They can add short text labels using a text box tool directly onto plans. Reviewers can also calculate distances and areas using measurement tools after calibrating one or multiple scales for the plans. In addition, existing sketches become measurements once the scale is set.

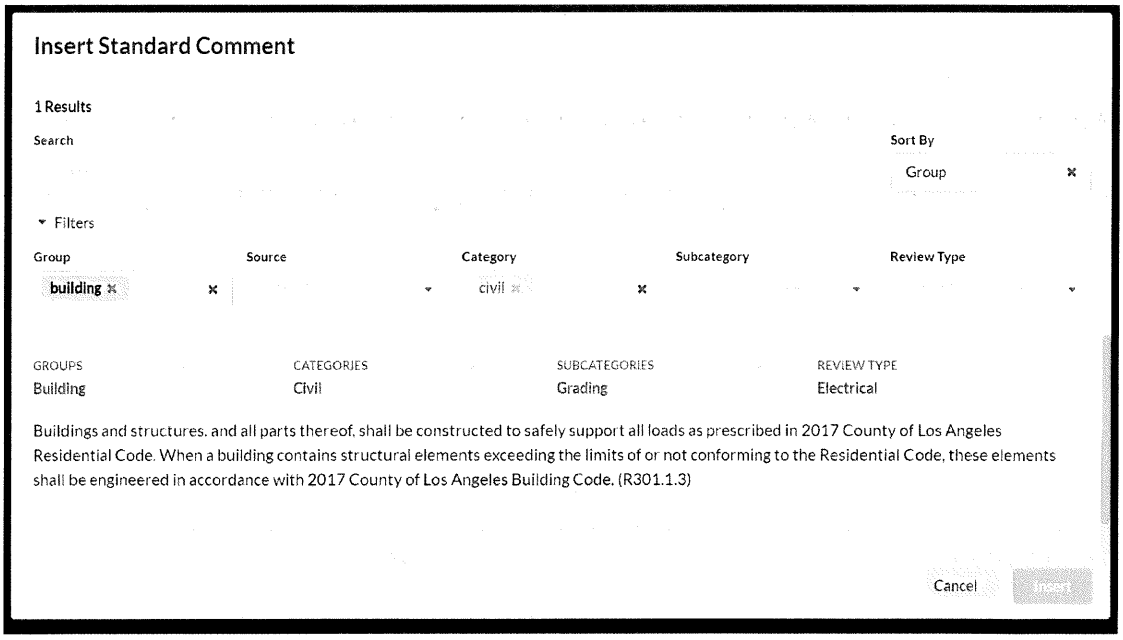


Most importantly, reviewers have extensive commenting capabilities in e-PlanREVIEW. As we have noted above, comments can be placed on a document page, either as reference points or pinned open to display their full text, using the reviewer group's predefined color. Comments can also be added to the overall project from the Project Comments tab while still referencing the review group by label. Any or all of these comments can then be automatically integrated into a comment corrections report generated whenever City staff decide they are ready to send them back to the applicant.

Every markup (sketches, comments, measurements, and stamps) is securely created and recorded in e-PlanREVIEW as database records. This provides added security, tying them directly to the database and ensuring that any edits can only be performed by authorized users. Markups are carried forward from the previous submittal to the next, and e-PlanREVIEW allows staff to either "close" or remove these markups to indicate they have been addressed by the applicant. If a markup is closed by accident, or if an applicant reintroduces a problem in a later resubmittal, staff have the ability to restore

the markup without having to recreate it from scratch. "Open" markups, meaning comments or sketches that require attention, are visually distinct from "closed" markups, which will display as see-through objects for staff in the Review Page. These same "closed" markups are not visible to applicants when they receive updated or approved plans.

e-PlanREVIEW also includes a Standard Comment Library in which the City can upload their existing standard comments for reviewers to have easy access to consistent, pre-written comments. The Standard Comment Library in e-PlanREVIEW can be as extensive as the City needs and is fully searchable, allowing reviewers to quickly locate the appropriate comments. Once a comment is selected, it can be customized using formatting options such as bold, italics, underline, bulleted or numbered lists, and hyperlinks — all of which remain functional in the comments and in the PDF deliverables returned to the applicant.



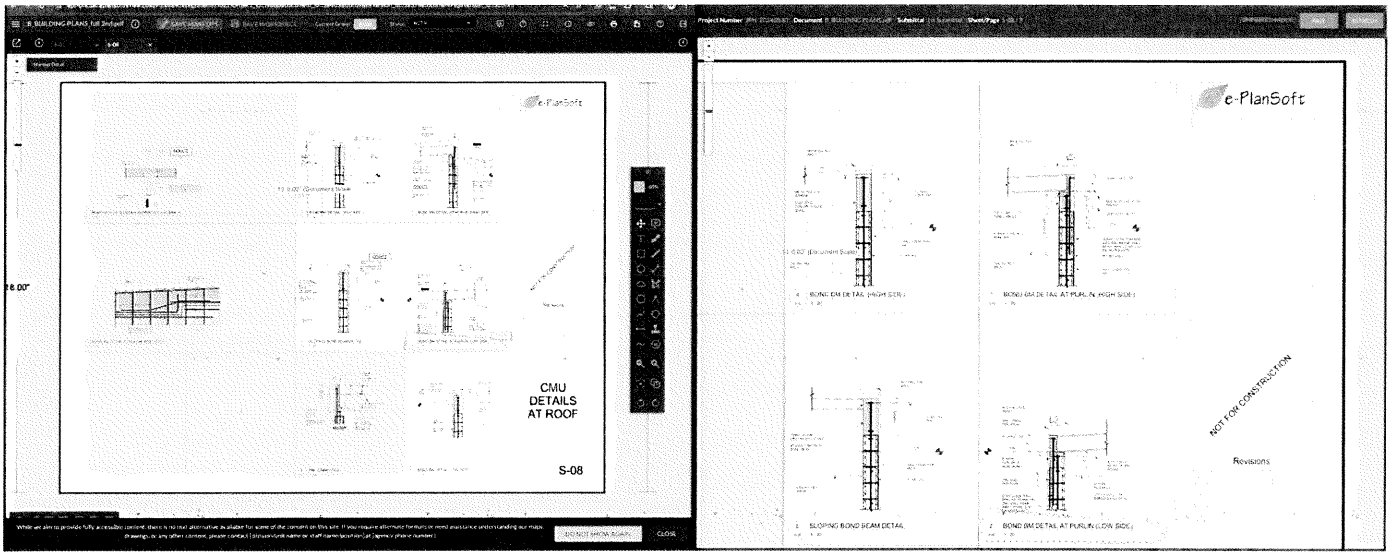
At any point during a review, staff can take advantage of e-PlanREVIEW's highly flexible comparison tools to overlay or display document pages side by side.

The Overlay feature allows reviewers to superimpose any version of any page from any document within a project onto another page — a powerful tool for identifying changes and inconsistencies. Each layer is color-coded, and blend into a third color when the layers align perfectly, making visual differences stand out immediately.

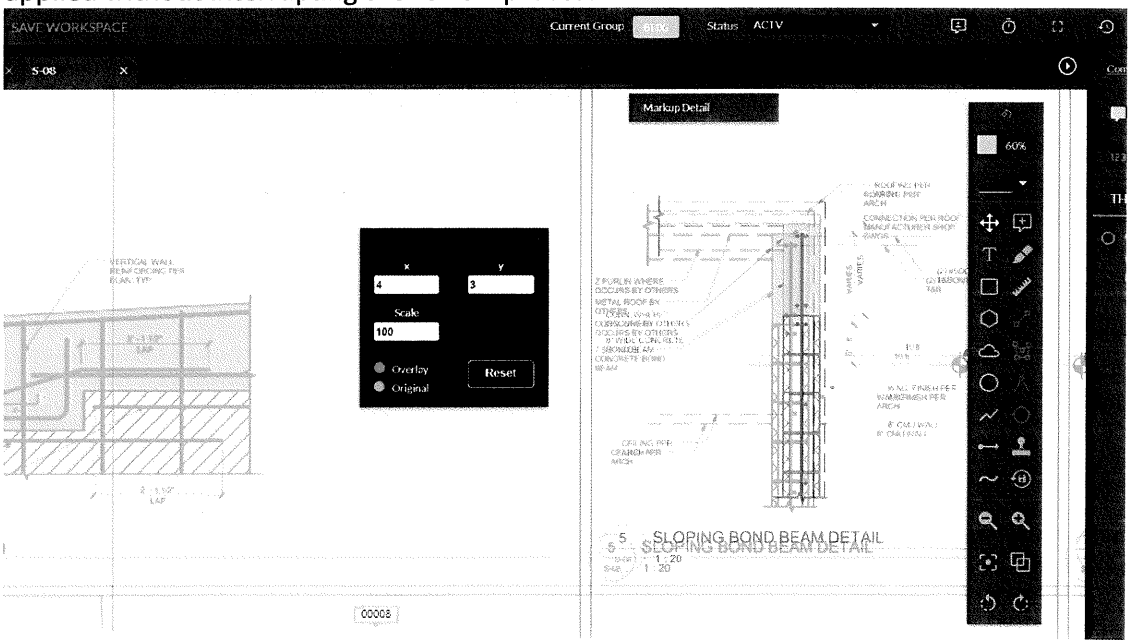
When incoming documents don't align exactly, reviewers can use intuitive controls to shift the overlaid layer up, down, left, or right, or to scale it larger or smaller until it aligns precisely.

In addition to overlay, side-by-side comparison enables users to open two pages from any documents in separate windows. Movements or resizing actions in one window are

mirrored in the other, streamlining the review of similar content. If needed, this mirroring can be turned off, allowing users to scroll through and compare pages independently.



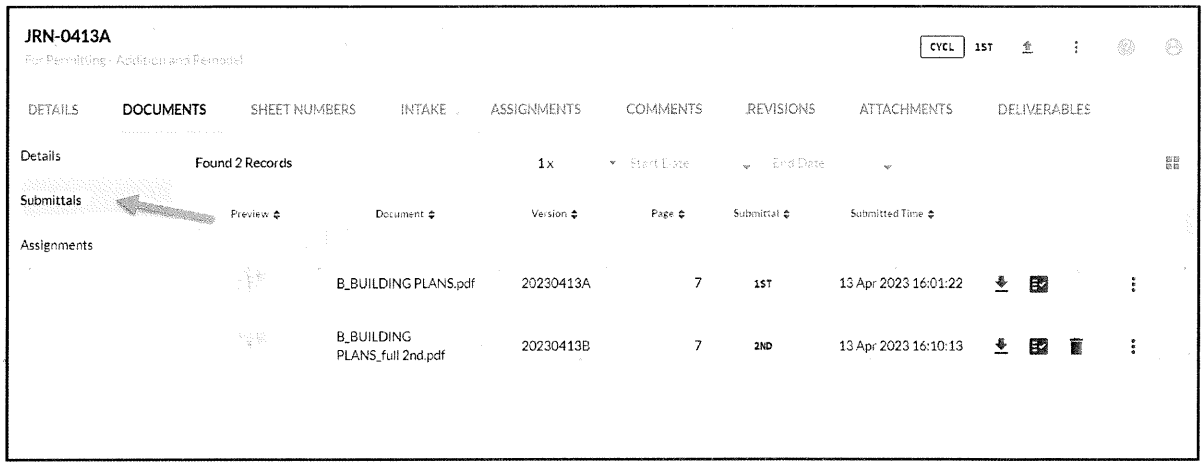
Most importantly, reviewers retain full markup capabilities while using both overlay and comparison functionality — ensuring that annotations, comments, and revisions can be applied without interrupting the review process.



Once a review is complete, reviewers can apply a stamp, if needed, and assign a status to indicate whether the submission is approved or requires corrections. Along with the

marked-up plans, a comment corrections letter relaying feedback to the applicant can be generated by City staff for inclusion in the deliverable package returned to applicants.

Subsequent submittals will be linked to the original document upon resubmittal without the need for files to have the same filename as long as applicants follow e-PlanSoft's recommended process. As noted, all prior sketches, comments, measurements, etc. are carried forward to the latest document version so that plan reviewers can pick up where they left off in the previous submittal. Strong document versioning allows e-PlanREVIEW to do the tracking instead of complex file name devices, or manually printing, comparing, and storing versions on paper.



Integration with Accela

Existing Integration: Given that an integration already exists between e-PlanREVIEW and the Accela permitting solution, responsibilities are clearly defined to streamline implementation. 3SG and City staff are primarily responsible for providing configuration data required for activation. The integration team will then deliver a prototype integration for review, followed by thorough testing to validate functionality and alignment with City requirements. Upon successful validation, all remaining configuration steps will be completed. City and 3SG staff will play an essential role in User Acceptance Testing (UAT), confirming performance and approving the final deployment.

Division of Responsibilities: Responsibilities are clearly delineated to support a smooth integration. e-PlanREVIEW will manage the technical development, testing, and project coordination to ensure all functional and technical standards are met. 3SG and City staff participation is focused on data provisioning, validation, and review milestones. It is our understanding that 3SG will act as coordination partner for Accela workflow configuration during UAT and go-live.

Technical Requirements for City Staff: To support a successful integration, City staff should have a working understanding of their IT environment and chosen permitting software. Familiarity with basic data workflows will enable more efficient collaboration.

As needed, the e-PlanSoft team will provide training and support to ensure staff are equipped to participate effectively throughout the process.

Data Reporting

e-PlanREVIEW provides administrative staff and management with a wide range of reporting tools to support oversight and accountability.

At the assignment level, the City can view open tasks, identify overdue items, and analyze the time spent on individual review activities. For a broader project-level view, staff can generate reports that show completed, active, on-hold, or overdue projects, and evaluate overall review timelines.

Management can also drill down to assess the time spent on reviews by individual users, when needed.

All of this complements the standard comment reporting available to reviewers as part of the plan review process.

Exclusive (Non-Standard) Features:

PDF Scout™ Tool

To better ensure that PDFs meet submittal expectations, e-PlanSoft's PDF Scout™ can analyze PDF documents during upload and reject them if they do not conform to best practices for PDF submissions. PDF Scout can provide warnings for noncompliance in file size, file naming, page size, password protection and for any encountered PDF metadata issues. Searching for and notifying applicants of these issues allows for submittals to be corrected to meet best practices, reducing the burden on City intake staff, speeding up the intake process, and improving turnaround times as a result.

Notable Features:

Enhanced Team Collaboration

- **Project Team Membership, Flexible Permissions, and Optimized Collaboration** – Regulate access to project data for users within and outside of a given project team for increased control, flexibility, security, and appropriate access. Configure standard permissions templates across multiple account types, allowing users to belong to as many groups or departments as needed. Easy and secure collaboration with flexible permissions and concurrent plan review.
- **Assignment Distribution Tools** – Set City-defined rules to automatically route incoming review assignments to the appropriate reviewers if distribution is not already handled by an integrated permitting system.

Robust Comment Management

- **Secure Review Comments** – Protect comments and sketches from unauthorized changes with built-in editing permissions. Comments are saved directly to the

database, so they are protected should the PDF file become compromised. Built-in history also allows users to view changes to comments.

- **Powerful Comment Management** – Robust tools for accessing, organizing, and reporting on comments, with the added ability for clients to enable external team members to respond directly to reviewer comments.

Specialized Markup Tools

- **Markups Print Rendered by Department** – When generating reports directly from e-PlanREVIEW, staff have the option to generate PDF deliverables including all markups or only with specific markups (certain departments, users, or markup types) as desired.
- **Industry Standard Markup Toolkit–** Quickly access common markups and secure stamping tools with the streamlined markup toolbar, including measuring/calibration tools.

Enhanced Overlay and Versioning

- **Page Comparisons and Multipage Documents** – Easily mark-up, identify, and track changes made from version to version with document overlay and side-by-side views. Accept multipage PDFs and easily navigate through submitted documents, open multiple pages within the same document simultaneously, and stamp, or status an entire document in a single action.
- **Document Versioning** – Ensure that you're always working on the current version and that all comments and markups carry forward, while retaining read-only access to earlier iterations.

c. Project Plan

Implementation timeline, key milestones, testing phases, training schedule, and support model.

Discovery Milestone: This milestone focuses on gathering requirements and understanding the client's specific needs. It is the foundation for configuring the products and conducting training and rollout of the solution. We engage in collaborative discussions and information gathering to ensure a clear understanding of the client's internal processes, goals, and expectations.

- **Project Launch Meeting**: The project team, including the e-PlanSoft project manager and core client personnel, conduct a meeting to identify the key stakeholders and subject matter experts. This helps establish effective communication channels and ensures their ongoing participation in the project. Additionally, the desired go-live date is confirmed during this meeting.
- **Terminology Alignment**: It is important to understand the client's internal terminology regarding project workflow status, assignment status, document cycles, and other relevant terms. This alignment ensures that e-PlanREVIEW can

be configured to use the same terminology, promoting seamless integration with existing processes and minimizing confusion for users.

- **Archiving and Retention**: The client's requirements for long-term archiving and retention of electronic documents are discussed and defined. This includes determining how and where electronic documents will be stored, ensuring compliance with the client's archival policies and industry regulations.
- **Subject Matter Experts**: The client's subject matter experts who possess deep knowledge of the internal processes related to permitting and plan review are identified. These experts play a critical role in configuring e-PlanREVIEW, participating in user acceptance testing (UAT), and providing valuable insights during the implementation.
- **Project Timeline and Schedule**: Detailed discussions are held to define the schedule and timeline for each milestone and associated deliverables. This ensures that both the client and the implementation team have a clear understanding of the project's timeline and can plan their activities accordingly.
- **Discovery Deliverables:** the expected deliverables in this milestone are a project plan and user requirements. With each iteration, the project plan is updated, and new requirements are gathered.

Configuration Milestone: This milestone focuses on configuring e-PlanREVIEW to meet the client's specific requirements. This includes various tasks such as:

- **User Account Creation**: We create user accounts for the client's staff, ensuring they have appropriate assignment groups, stamps, permissions and access levels within e-PlanREVIEW.
- **e-PlanREVIEW Groups Configuration**: We confirm and configure the departments/agencies within e-PlanREVIEW, aligning them with the client's organizational structure and plan review assignment workflow.
- **Application and Project Type Configuration**: We configure e-PlanREVIEW to include the client's specific application and project types, enabling seamless workflow management and integration.
- **Correction Report Template**: We create a configurable Correction Report template that aligns with the client's requirements for issuing correction notices and communicating with applicants.
- **Standard Comments and Checklists**: We upload the client's standard comments and checklists into e-PlanREVIEW, facilitating efficient plan reviews and ensuring consistency in feedback.
- **Branding and Login Page Configuration**: We can configure e-PlanREVIEW's color scheme and login page landing image to reflect the client's branding and create a cohesive user experience.
- **Electronic Stamps Configuration**: We upload or create with the custom stamp tool, the client's electronic stamps and assign them to the appropriate reviewers, streamlining the plan review process.

- **Permission Settings Configuration**: We confirm and configure the permission settings within e-PlanREVIEW, ensuring the right level of access and security for different user roles.
- **Email Notifications**: We set up a client email account (e.g., donotreply@domainname.com) for e-PlanREVIEW to send automated emails to the client's staff, enabling effective communication and notification alerts.

Integration Milestone: This milestone focuses on integrating e-PlanREVIEW with other necessary systems or applications based on the client's requirements. This milestone includes the following tasks:

- **Gathering Business Requirements**: We work with the client to gather detailed business requirements for integrations with other systems or applications.
- **Integration Development**: Our team works with our partners to develop the integration based on approved workflows ensuring seamless data exchange and process automation.
- **Integration Testing**: We thoroughly test the integrations to ensure they meet the agreed-upon specifications and work seamlessly with other systems. This includes verifying data accuracy, workflow consistency, and error handling.
- **User Training Milestone**: this milestone focuses on providing comprehensive training to the client's staff to ensure they are proficient in using e-PlanREVIEW. Training is offered in different courses based on user roles and responsibilities either in person or remote.
- **e-PlanREVIEW Training for Administrators**: This course covers user account management, permissions, and system configuration, targeting e-PlanREVIEW administrators.
- **e-PlanREVIEW Training for Intake and Deliverables**: This course focuses on permit intake processes, scout inspections, OCR, correction report preparation, and project deliverables for permit intake staff, group managers, and permit QA supervisors.
- **e-PlanREVIEW Training for Reviewers**: This course is designed for reviewers and covers plan review processes, including adding comments, markups, stamps, measurements, correction report preparation, and project deliverables.

All web-based training classes are recorded and provided to the City for future use or retraining.

User Acceptance Testing (UAT) Milestone: This milestone is dedicated to testing of the current solution by the core project team. The goal is to validate that the solution works from end to end, covering all essential processes.

- **Submittal and Intake Process**: Testing the submission and intake processes for all project types, ensuring they meet the client's needs.
- **Plan Review**: Performing plan reviews, including adding comments, markups, stamps, and measurements, to validate the system's functionality.

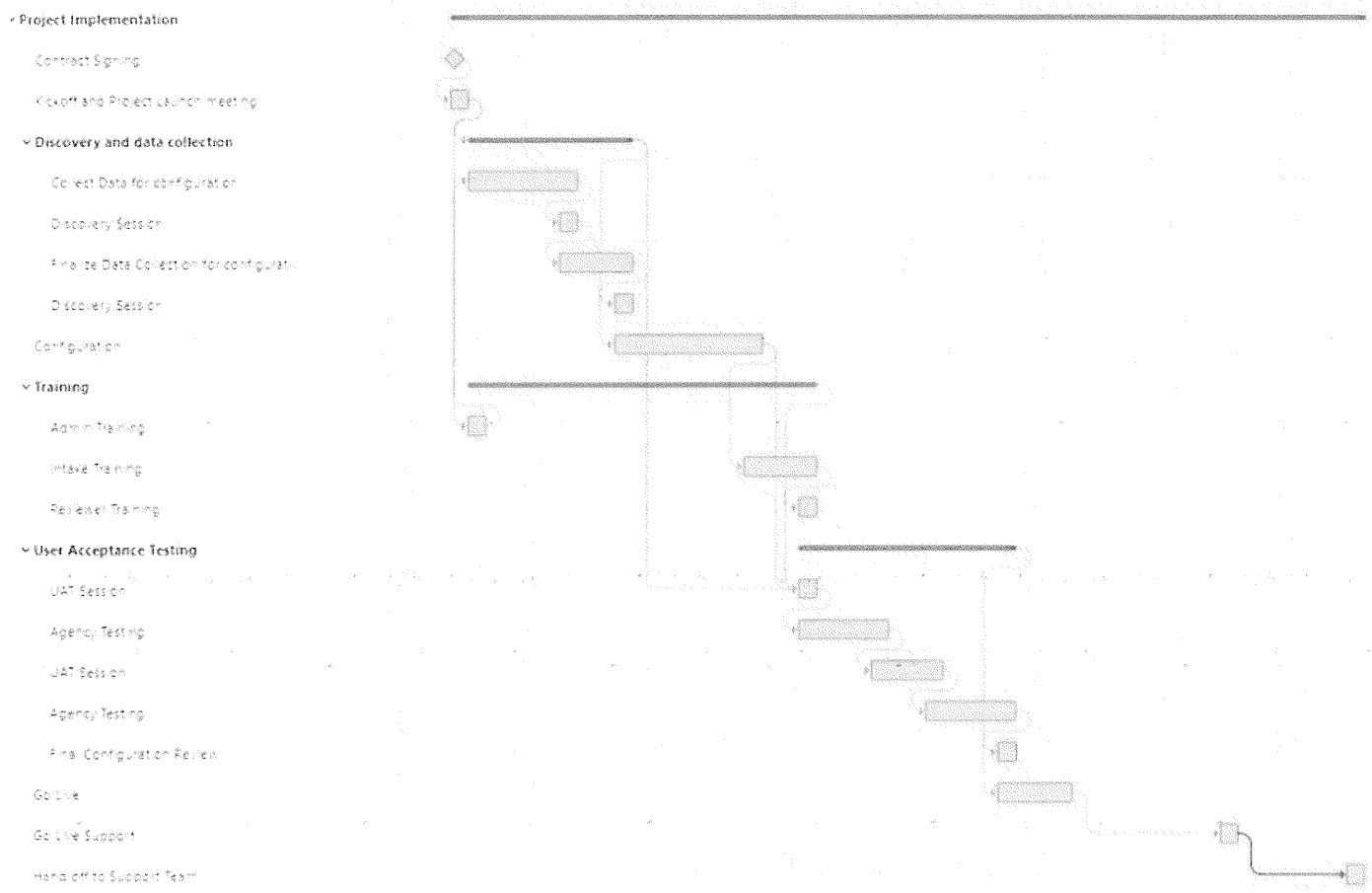
- **Correction Report** Generation: Testing the generation of Correction Reports, which communicate requested changes to applicants.
- **Deliverable Preparation**: Verifying the preparation of deliverable packages for applicants, including all necessary documents and information.
- **Integration Testing**: Confirming that the integrations with other systems or applications function as required.

Go-Live Milestone: This milestone represents the stage in the implementation process when e-PlanREVIEW is ready to be launched and put into active use. It marks the transition from the development and testing phase to the live production environment. The following key activities are included:

- **Go-Live Plan**: The implementation team collaborates with the City to create a comprehensive Go-Live plan. This plan outlines the specific tasks, timelines, and responsibilities for transitioning e-PlanREVIEW into the production environment. It includes considerations such as data migration, infrastructure readiness, user communications, rollback plan and any necessary system configurations.
- **Smoke Test**: Before initiating the go-live process, a smoke test is conducted. This test involves running a minimal set of critical functionalities or processes to ensure that e-PlanREVIEW is functioning as expected and ready for use. The smoke test aims to identify any major issues or showstoppers that could hinder the successful operation of the system.
- **Go-No Go Meeting**: A Go-No Go meeting is held to make a final determination on whether the system is ready to be switched on and used in the live environment. This meeting typically involves key stakeholders, project managers, and technical experts who assess the readiness of the system based on various criteria, such as system stability, data integrity, user readiness, and any outstanding critical issues or risks. Based on the outcome of the meeting, a decision is made to proceed with the go-live or postpone it if significant concerns exist.

Sample Timeline

The schedule below is illustrative and will be finalized with the City during project planning. Although formal kick-off and go-live dates have not yet been set, our team has the capacity and experience to align with your target schedule and deliver on time. Once dates are confirmed, we will baseline the plan, allocate resources, and report progress against agreed milestones.



d. Pricing Structure

Detailed cost breakdown including licensing, implementation, training, support, and any additional fees.

The implementation costs are structured as a fixed fee based on the scope of work, with the option for additional hourly rates for any extra services or tasks outside the initial scope. This approach ensures transparency and flexibility, as the fixed fee covers the core implementation services, while the hourly rate can be applied for any additional work required beyond the initial scope.

1. **Number of Users**: The pricing structure is based on a per-user licensing model, where the cost per user is determined based on the total number of users accessing the software. This ensures that the pricing scales with the size of the organization and provides flexibility as the number of users changes over time.
2. **Number of Departments**: The implementation costs may vary based on the number of departments within the organization that will be using the software.

Each department may require specific configurations or integrations, which could impact the overall implementation timeline and cost.

3. **Integration Requirements and Complexity**: The pricing structure includes an initial assessment of integration requirements and complexity. This assessment helps determine the additional resources and time needed for integration with existing systems, which may impact implementation costs.
4. **Training**: Training costs are included in the implementation package. The training program is tailored to the specific needs of each department and user group, ensuring that users are equipped with the necessary skills to effectively use the software.
5. **Number of Go-Lives/Phases**: The implementation plan is designed to be flexible, allowing for multiple go-lives or phased rollouts if required. Each phase is carefully planned to minimize disruption to operations and ensure a smooth transition to the new system.

Overall, the implementation costs and pricing structure are designed to be transparent and flexible, ensuring that the organization receives a tailored solution that meets its specific needs and budget requirements.

City of Dayton, OH
101 W. Third Street
Dayton, OH 45402

Quote created: August 19, 2025
Quote expires: October 18, 2025
Quote created by: Scott Gartner
Account Executive
sgartner@eplansoft.com
+19495442540

Products & Services

Item & Description	Quantity	Unit Price	Discount	Total
Integrated e-PlanREVIEW (Full named License)	25	$1,257.14 / year		$31,428.50 / year for 1 year
Integrated Read-Only License	10	$632.14 / year		$6,321.40 / year for 1 year
e-PlanSoft Implementation Services	245	$250.00		$61,250.00

Annual subtotal	$37,749.90
One-time subtotal	$61,250.00
One Time Discount	($31,542.50)
Total	**$67,457.40**
Total contract value	**$67,457.40**

d. Vendor Qualifications

Company background, relevant project experience, resumes of key personnel, and client references.

Company Background

Based in Irvine, e-Plan, Inc. dba e-PlanSoft™, has been in business since 2010 by award winning principals of the OWEN Group, Inc., as a privately held, software development firm. Founded in 1981, Owen is a multidisciplinary design and construction firm who specialize in large scale civic, community, transportation, and educational construction projects, including the New World Trade Center, Los Angeles Unified School District, San Diego International Airport and Metro Rail Stations, to name a few.

In 2005, after Owen management team began to investigate markup review products and were not satisfied, they designed and developed e-PlanREVIEW® to allow their teams to perform web-based, concurrent constructability and peer reviews.

In 2008, e-PlanREVIEW was released by The Owen Group after experiencing reduced project delivery time and the exorbitant costs of managing and storing paper plans.

In 2010, e-PlanSoft came to be as a company and started developing additional products to sell instead of just using it for their own company, Owen Group. Along with the start of e-PlanSoft™ in 2010 was the development and launch of e-PlanCheck®, an electronic plan review application for city, county and state permitting agencies whose feature set was greatly influenced with significant input from former building officials, architects, and engineers.

In 2018, Expanding on its success in serving governmental code enforcement agencies, e-PlanSoft™ released the next generation of web-based electronic plan review, e-PlanREVIEW.

Deployed in e-PlanSoft's Amazon Cloud, and running entirely in the browser, the proposed solution does not require The City or applicants to install any software on their servers or workstations. e-PlanSoft's electronic versioning that tracks plans through the entire submittal lifecycle and creates an audit trail viewable by administrators of the system. Concurrent plan reviews on the same document at the same time, with workflow assignments and versioning break down silos between departments as well as outside consultants by eliminating the need to make copies of plans, merge comments from multiple sources or check in and out documents for individuals to review. This configurable environment provides secure, controlled access and transparency for citizen applicants and developers for their ongoing and completed projects. We feel it is important for you to see a breakdown of the proven system advantages that the e-PlanSoft™ solution will bring you.

e-PlanSoft has extensive experience in developing, implementing, and supporting electronic plan review solutions at all levels of Civic government as well as Architectural Engineering, Constructions and Third-Party Plan Check Firms. Each of our staff is extremely well versed in our products, including e-PlanSoft's goPost and e-PlanREVIEW software itself and have a wealth of experience implementing e-PlanSoft products. The staff assigned to this project work with Building and Safety departments all over the nation and understand the challenges facing Permitting departments, as well as the larger goals so often communicated by City Leadership as it pertains to adopting the best practices and new technologies offered. All this knowledge and experience will be put to good use in the city, to provide the best fit solution, and best experience for citizen applicants and City Staff.

Key Personnel

The success of our implementations is driven by a highly experienced and collaborative team. Lisa Lopez, Ernest Romero, Colin Warren, and Eric Niday serve as core members of the e-PlanSoft Professional Services Team, each contributing critical expertise across project management, training, integration, and client support. Their close coordination throughout every phase of the project ensures a seamless experience and high-quality outcomes for our clients.

Below are detailed professional summaries highlighting each team member's qualifications and roles in supporting the successful deployment of e-PlanREVIEW.

Lisa Lopez, Implementation and Project Manager

About Me

As the Implementation and Project Manager, Lisa is a key member of the e-PlanSoft Professional Services Team. She brings top level skills in project management, communication, system and unit testing to each project. Through her career spanning over 14 years, her roles as Analyst, Accountant, and Project Manager have honed her project management skills to expert level. She is highly skilled and well experienced in the full cycle of project management including oversight, scheduling, managing client sessions, and client training. Lisa will leverage her experience in customer relationship management to enhance and manage the customer experience. Also acting as a liaison between the customer and company, she brings to her role strong communication and organization skills to ensure expectations are conveyed and met, and each stage and task has been scheduled appropriately. Ms. Lopez oversees user testing to ensure the final implemented solution meets the needs and expectations of the customer.

Qualifications

- *Years of Experience*: 14
- *Experience*:
- e-PlanSoft, Project Manager (2021 – Present)
- Mister Car Wash, Analyst (2018 – 2021)
- TruePoint Solutions, Business Analyst (2017 – 2018)
- Arizona Daily Star, Accountant (2007 – 2017)

Key Responsibilities:

- Manages and implements e-PlanSoft products and coordinates integrations on government-specific projects
- Coordinates and maintains project timelines, scheduling, client working sessions and implementation meetings
- Coordinates application training with our education manager.
- Provides end-user support, and system configuration. Acts as liaison and main point of contact with customers through full implementation project
- Communicates status updates and requirements pertaining to implementations.

Ernest Romero, Project Manager

About Me
Ernest Romero is a Project Manager within the e-PlanSoft Professional Services Team. He brings top level skills in project management, system configuration, documentation, and user-training to each project.

Through his career, his roles as Business Analyst and Senior Technical Publications Specialist have equipped him well for his role as Project Manager. Ernest will leverage his skills to provide expert level project management throughout the full project cycle.

Ernest will call on his relationship building and communication skills in the course of his interactions with clients and provide a first-class customer experience. Additionally, he will serve as a liaison between the customer and company to ensure expectations are conveyed and met, and each stage and task has been scheduled appropriately.

Qualifications
Years of experience: 20
Experience

- e-PlanSoft, Project Manager (2022 – Present)
- TruePoint Solutions, Business Analyst (2017 – 2022)
- The Chamberlain Group, Sr. Technical Publications Specialist (2001 – 2017)
- Sunrise Silkscreen, Graphic Artist (2002)

Skills

- Project Management
- Implementations
- System Configuration
- User Training
- End User Support and Application Training
- Technical Documentation
- XML/HTML

Key Responsibilities

- Manages and implements e-PlanSoft products and coordinates integrations on government-specific projects

- Coordinates and maintains project timelines, scheduling, client working sessions and implementation meetings
- Coordinates application training with our education manager.
- Provides end-user support, and system configuration. Acts as liaison and main point of contact with customers through full implementation project
- Communicates status updates and requirements pertaining to implementations.

Colin Warren, Education Manager

About Me

Colin Warren joins the e-PlanSoft team as a multifaceted, results-driven professional, with expertise in generating high quality solutions to enhance efficiency of business operations, while overseeing all aspects of project management, and customer satisfaction through effective project management & strong commitment to service. Proven track record of identifying and implementing solutions to maximize customer satisfaction and training customer service staff. His capabilities include developing work plans, documentation, managing deadlines and coordinating project team and sub-team activities.

Colin Warren will maintain customer satisfaction through effective education & strong commitment to service. He works closely with internal staff and client team to teach the solution. He will perform web enabled training as well as online training support and development.

Qualifications

Years Of Experience: 8

Experience

- Project Manager/Implementation Specialist
- Application Support Analyst

Technical

- Application Implementation
- Product Configuration
- Systems and Application Training
- Technical Support
- Best Practices and Standards
- Product Demonstrations
- Enhancement Development

Key Responsibilities

- Responsible for education of e-PlanSoft suite of products
- Development of online training content
- Collaborate with clients to develop training schedule and training plans.
- Oversee all aspects of the solution, both from a business and technical perspective.

Eric Niday, Integration Manager

About Me
Eric is the Integration Manager at e-PlanSoft who applies his experience and skills to ensure our product and integrations proceed optimally. Eric leverages his customer service background to work with clients through and after implementation to align expectations and requirements with the project outcome.

A versatile member of the e-PlanSoft team, Eric's broad skillset is a contributing factor to the success of implementation projects. Beyond the duration of the project, he provides a top-rated experience for customers as a responsive resource to address questions and issues as they arise for the customer.

Qualifications
Years Of Experience: 7
Experience

- e-PlanSoft (2021 – Present)
- Advisors Excel (2019 – 2021)
- Helzberg Diamonds (2015 – 2018)
- Journeys (2015)

Technical

- Agile Methodology
- Scrum
- Confluence
- JIRA
- ConnectWise
- Zoom
- MS Teams
- Slack
- Manage Engine
- TalkDesk
- Salesforce
- Software Design
- Data Conversion and Mapping
- Troubleshooting
- Pivotal CRM

Key Responsibilities

- Key member of implementation, integration, and customer support teams
- Collaborates with customers to advise of and collect required data for implementation
- Troubleshoots post-implementation issues and provides end-user support as needed.

Client References

We have included our company/personnel references form in Section C.1.c above.

Pricing Structure (RFP 2.04)

PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN 180 CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the Ohio Revised Code and all associated Federal HUD regulations.

e-PlanSoft acknowledges this stipulation.

Statement of Exceptions to RFP requirements

Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/ sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements

Based on our interpretation of this RFP, we see no exceptions or deviations.

References

Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

We have included our company/personnel references form in Section C.1.c above.

Forms, Addenda, etc.

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

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

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

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

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

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

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: RFP No. 25-021PND
Bidding Company: e-Plan, Inc.
Address: 111 Pacifica, Suite 100

Signature/Title: _____
Federal I.D.#: 27-1867127
Phone No.: 949-540-9459
Fax No.: 949-203-8724

EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)

1. ☑ Employee Withholding FEIN # 27-1867127
2. ☑ Corporate Earnings FEIN # 27-1867127
3. ☐ Individual Ownership Earnings SSN # _____
4. ☐ Partnership Earnings FEIN # _____

Company Name E-PLAN, INC Phone # 949.544.0529

Mailing Address 111 PACIFICA, SUITE 100 City IRVINE St. CA Zip 92618

Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☑ NONE

Date Business Started in Our Taxing Jurisdiction n/a

Your Accounting Period? Calendar Year X or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed $600.00

- Do you have employees? Yes ☑ or No ☐ Date First Employee Started Working in Our Jurisdiction n/a
- Do you submit withholdings QUARTERLY* or MONTHLY? Quarterly
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☑

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☑

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☑

Do you use Subcontractors? Yes ☐ No ☑ If so list Names, Addresses, and FEIN or Social Security Numbers below.

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

Full name of Owner of Company ParkerGale Capital III, LP

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner
Corporation changed ownership on 6/30/25 – former majority owner was Chegini Family Trust

If you are not liable to pay taxes in our jurisdiction, please explain why.
n/a

Signature _____ Title Channel Partner Mgr Date 08/21/2025

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c

DAYTON

Department of Planning,
Neighborhoods & Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

TO: Proposers on RFP No. 25-021PND CDBG Electronic Document Review Software Integration with Accela

FROM: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development

SUBJECT: ADDENDUM 1 Questions and Answers for above RFP

The City of Dayton has received questions relating to our on RFP No. 25-021PND.

This purpose of Addendum 1 is to post all questions and answers received during the Pre- Proposal meeting held on July 30, 2025, as well as questions received via email.

The following are the questions with answers for this RFP No. 25-021PND. Please consider this document in preparation of your proposal response. In the answers to these questions, the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice (**along with page 6**) shall be included with your company's response to this document. Please submit proposals to the best of your company's abilities.

Matthew R. Cohagan	August 21, 2025
(Print Name)	(Date)
	e-PlanSoft
(Signature)	(Company Name)

Sincerely,

Kevin Powell
Budget & Grants Supervisor
Department of Planning, Neighborhoods & Development

CITY OF DAYTON CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF CA)
) ss:
COUNTY OF Irvine)

Matthew R. Cohagan, being first duly sworn deposes and states that:

(1) He/she RFP and Channel Partner Manager, Representative of
(owner, partner, officer, representative, or agent)
e-Plan Inc., DBA e-PlanSoft 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, 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.

SIGNED _____

TITLE Matthew R. Cohagan, Manager, RFPs & Partnerships

SAM.GOV®

E-PLAN, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
ERVJHNHLNJV5	**96QA4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 15, 2026**	
Physical Address	Mailing Address	
111 Pacifica STE 100 **Irvine, California 92618-7417** **United States**	**49000 Centennial BLVD, STE 300 Pmb #10** **Nashville, Tennessee 37209-1105** **United States**	

Business Information

Doing Business as	Division Name	Division Number
E-PLANSOFT	**E-plansoft**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 47	**California / United States**	**www.eplansoft.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 19, 2025	**Dec 15, 2025**	**Sep 29, 2021**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 15, 2010	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
16YP2	**PARKERGALE CAPITAL III, LP**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**96QA4**

Points of Contact

Electronic Business

Lindsey C Irving, VP Finance

111 Pacifica
Irvine, California 92618
United States

Government Business

Lindsey C Irving, VP Finance

111 Pacifica
Irvine, California 92618
United States

Past Performance

Matt Cohagan, Capture and Channel Partner Manager

111 Pacifica
Irvine, California 92618
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541511**	**Custom Computer Programming Services**
	513210	**Software Publishers**
	541512	**Computer Systems Design Services**

Disaster Response

This entity does not appear in the disaster response registry.

City Manager's Report

FOR CITY COMMISSION APPROVAL

8

From 2310 - PND/Building Services

Date February 18, 2026

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount $750,000.00 thru 12-31-2027

Name Ohio Technical Services, Inc.

Address 2829 Jackson Pike
Grove City, Ohio 43123

Fund Source(s)	Fund Code(s)	Fund Amount(s)
CDBG Non-Operating Fund	26016-2320-1174-32	$750,000.00

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

Description

Residential Asbestos Abatement & Remediation Services Agreement
Community Development Block Grant (CDBG) ALN 14.218

The Department of Planning, Neighborhoods & Development requests approval to enter into a Residential Asbestos Abatement & Remediation Services Agreement with Ohio Technical Services, Inc. (OTS) in an amount not to exceed $750,000.00 for the provision of as-requested residential asbestos abatement and remediation services funded through the Community Development Block Grant (CDBG) program. The Agreement will commence upon execution and will expire on December 31, 2027.

In 2025, the City issued Request for Proposals (RFP) No. 25-026PND seeking qualified firms to provide residential asbestos abatement and remediation services in support of the City's nuisance abatement and demolition programs. Proposals were submitted in accordance with the solicitation requirements and were evaluated by a cross-departmental scoring committee consisting of representatives from the Office of Sustainability, Department of Police, Department of Finance, and the Department of Planning, Neighborhoods & Development. Based on the evaluation criteria established in the RFP, the scoring committee identified Ohio Technical Services, Inc. as the highest-scoring proposer.

The Services Agreement provides for asbestos abatement and remediation activities necessary to address structures that pose a threat to public health and safety and to facilitate demolition activities in compliance with all applicable local, state, and federal regulations. Services will be performed on an as-needed basis and in accordance with established scope, pricing, and performance requirements, including regulatory compliance, documentation, and verification standards. This Agreement supports the City's CDBG-funded nuisance abatement efforts and advances national objectives related to the prevention and elimination of slum and blight and the protection of public health and safety.

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

The funding source for this Agreement is Community Development Block Grant (CDBG) Non-Operating Funds allocated in the Residential Demolition Program Fund (26016).

A Certificate of Funds is attached.

E-SIGNED by James McDaniel on 2026-02-05 08:32:04 EST

Signatures/Approval

Approved by City Commission

Division

E-SIGNED by Steven Gondol on 2026-02-05 11:21:08 EST

Department

Clerk

City Manager

Date

Updated 1/13/2025

CERTIFICATE OF FUNDS

CT26-4396

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2027
Original Commission Approval	$ 750,000.00
Initial Encumbrance	$ 750,000.00
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount: $ 750,000.00	Amount:
Fund Code 26016 (Fund) 2320 (Org) - 1174 (Acct) - 32 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Ohio Technical Services, Inc.

Vendor Address: 2829 Jackson Pike (Street) Grove City (City) Ohio (State) 43123 (Zipcode + 4)

Federal ID: 31-1640431

Commodity Code: 96832

Purpose: To provide as-requested residential asbestos abatement and remediation services in support of the City's nuisance abatement and demolition programs, funded through the Community Development Block Grant (CDBG) program.

Contact Person: Aaron Sonnenburg extension 3960

Planning, Neighborhoods & Development/Housing & Inspections (Department/Division)

2/4/2026 (Date)

Originating Department Director's Signature: E-SIGNED by Steven Gondol on 2026-02-04 09:03:38 EST

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.

Kena L Brown — Finance Director Signature — 2/9/26 — Date

Saleh Asmann — CF Prepared by — LG / 2-9-2026 — 02/09/2026 — Date — CT26-4396 — CF/CT Number

MEMORANDUM | DAYTON

February 2, 2026

TO: Office of the City Commission
Office of the City Manager
Department of Finance

E-SIGNED by Emily Crow
on 2026-02-03 12:41:55 EST

FROM: Steven C. Gondol, Director
Department of Planning, Neighborhoods & Development

SUBJECT: Residential Asbestos Abatement & Remediation Services Agreement – Ohio Technical Services, Inc.

The Department of Planning, Neighborhoods & Development respectfully submits the attached Residential Asbestos Abatement & Remediation Services Agreement between the City of Dayton and Ohio Technical Services, Inc. (OTS), with a total contract amount not to exceed $750,000.00, for review. The Agreement will commence upon execution and will expire on December 31, 2027.

This Agreement provides for as-requested residential asbestos abatement and remediation services in support of the City's nuisance abatement and demolition programs funded through the Community Development Block Grant (CDBG) program. The scope includes the removal and remediation of asbestos-containing materials in residential structures in accordance with all applicable local, state, and federal regulations. Services will be performed on an as-needed basis to address properties that pose a threat to public health and safety and to facilitate demolition activities.

A Certificate of Funds is attached for Community Development Block Grant (CDBG) funds.

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

Please contact Aaron Sonnenburg at extension 3960 if additional information is required.

SCG/ats

Attachments

C: Ms. Lofton, Mr. Parlette, Ms. Crow, Mr. Adams, Mr. McDaniel, Ms. Greene, Mr. Powell

Residential Asbestos Abatement & Remediation Services Agreement
Community Development Block Grant (CDBG) ALN 14.218

THIS **Residential Asbestos Abatement & Remediation Services Agreement ALN 14.218** ("Agreement") is made and entered into this ____ day of _____, 2026, between the **City of Dayton, Ohio** ("City"), a municipal corporation in and of the State of Ohio, and **Ohio Technical Service, Inc.** ("Contractor" or "OTS"), having its principal offices located at 2829 Jackson Pike, Grove City, Ohio 43123.

WITNESSETH:

WHEREAS, the City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "**HUD**," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant, hereinafter referred to as "**CDBG**," program in Dayton; and

WHEREAS, the City has need for demolition services of approximately **ninety (90)** known structures that are threats to public health and safety; and

WHEREAS, the City has determined that demolition is necessary to preserve public health and safety; and

WHEREAS, to proceed with demolition, asbestos abatement and remediation per all local, state, and federal rules, regulations, and laws must be done for each property; and

WHEREAS, the City issued RFP No. 25-026PND Residential Asbestos Abatement & Remediation Services to proposals for asbestos abatement and remediation services; and

WHEREAS, The City has selected Contractor as being qualified to provide asbestos abatement and remediation services per the provisions of the CDBG program; and

WHEREAS, the program set forth herein will meet at least one of the CDBG program's three national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include 1) to benefit low/moderate income persons; 2) to aid in the prevention or elimination of slum and blight; and 3) to meet community development needs having a particular urgency; and

WHEREAS, the Contractor is willing to perform such asbestos abatement and remediation services and possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Nuisance Abatement Program" under the CDBG program in the 2022 and 2023 Action Plans for the City of Dayton, Grant Numbers B-22-MC-39-0010; and B-23-MC-39-0010.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement ("Agreement"), the City and Contractor agree as follows:

ARTICLE I. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will undertake and provide the City with Asbestos Remediation Services ("Services") and further described in **Exhibit A** – Scope of Services.

All services performed by Contractor will comply with applicable federal, state, and local laws, rules, regulations, and policies.

ARTICLE II. **PROJECT TIMELINE**

Contractor shall commence services on an as needed bases on or after the execution of the Agreement. As further delineated herein, all asbestos remediation services 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 III. TERM OF AGREEMENT

This Agreement shall commence upon execution by the City and it shall expire on December 31, 2027, unless earlier terminated or extended by mutual written agreement.

ARTICLE IV. COMPENSATION

Total remuneration in this Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($750,000.00).**

The City and the Contractor have agreed on a pricing schedule pursuant to **RFP No. 25-026PND** for asbestos remediation services, as outlined in **Exhibit B**, which is attached and incorporated into this agreement.

For any unforeseen services, the Contractor must provide the City with a written quote that outlines the scope of the additional work and the associated costs. No such work will commence without the City's prior written consent.

The City will compensate the Contractor based on the following conditions:

1. The approved prices and costs specified in **Exhibit B**.
2. The satisfactory completion of work, as determined solely by the City.
3. The submission of a properly executed, accurate, and complete invoice, which must include all necessary supporting documentation required by the contract.
4. The completed ACM Removal NOP Pricing Spreadsheet, as outlined in **Exhibit C**, which is attached and incorporated into this agreement.
5. The submission of correct and properly completed Certified Payroll Reports.
6. The submission of EPA notifications, waste manifests, "dump" tickets, and any other documentation requested by the City.

Invoices must be detailed and include: the Notice of Possession (NOP), a list of each property listed on the NOP, the cost of remediation services as specified in **Exhibit B**, and the total amount requested. Invoices should be submitted no later than thirty (30) days before the expiration of this Agreement. The City will not be obligated to pay any invoices received during the final thirty-day period.

The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed.

All documentation will be reviewed and maintained by the City of Dayton Department of Planning, Neighborhoods, and Development. Upon receipt of all required documentation, an Approval to Pay form and the invoice will be submitted to the Department of Finance for payment.

ARTICLE V. GENERAL CONDITIONS

A. Compliance

1. Contractor agrees that the work and services authorized by this Agreement shall be performed in accordance with all applicable local, state, and federal regulations, directives, or guidelines.

2. Contractor agrees to prohibit the use of federal funds for lobbying in compliance with the following:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, Contractor shall notify the City, and complete and Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) Contractor shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

1. The parties hereby agree that, at all times, Contractor shall be an independent contractor and not subject to control by the City, except as provided herein. As an independent contractor, the parties hereby agree that the relationship between the parties shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

2. Contractor understands and agrees that all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Contractor further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS). As between the City and Contractor, Contractor is responsible to cause its agents, consultants, and sub-consultants to withhold and pay all local, state, and federal taxes.

C. Liability and Indemnification

1. Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all judgements, claims, losses, damages, and expenses (including reasonable attorneys' fees) for actions such as bodily injury, death, and physical damage to real or tangible personal property, to the extent that such judgements, 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 Contractor or its employees, agents, subrecipient(s), subcontractor(s), and representatives.

2. The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of Contractor, nor will the City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of Contractor to perform its duties as set forth in this Agreement; nor will the City, by participating in meetings and consultations with Contractor and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains that of Contractor.

3. Regardless of completion of the Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

D. Workers' Compensation

Contractor shall provide Workers' Compensation Insurance Coverage for all its employees in the performance of this Agreement.

E. Insurance and Bonding

During the performance of the services under this Agreement, Contractor shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

1. Commercial general liability insurance, with a combined single limit of One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) aggregate.
2. Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000.00) per person and One Million Dollars ($1,000,000.00) per accident.
3. Workers' compensation Insurance in such amount as required by law, and employers' liability insurance, with a limit of Five Hundred Thousand Dollars ($500,000.00) per occurrence.
4. Professional liability insurance with a limit of One Million Dollars ($1,000,000.00) per claim and Five Million Dollars ($5,000,000.00) aggregate.

Contractor shall name the City, its elected officials, officers, employees and agents, as additional insureds on all insurance policies in (1) above. Contractor shall also name the City and its elected officials, officers, employees and agents, as additional insureds on all insurance policies in (2) and (4) above.

Contractor shall provide the City with a certificate of insurance before commencing work. Contractor must maintain the policies in good standing for the duration of the Project. Contractor shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City's examination of, or failure to request or demand, any evidence of insurance hereunder will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit Contractor's obligations under provisions hereof. Contractor shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any required insurance policy, and (2) its filing of any claim with respect to the performance of Services under this Agreement.

All project contractors are required to include the City and Contractor as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and Contractor from the contractor's negligence.

F. Amendments

The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Director of the Department of Planning, Neighborhoods, and Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Contractor.

G. Ownership of Work Product

All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer, or machine-readable data (including ground water modeling information) and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City. Contractor shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

Contractor shall deliver the documents to the City and shall maintain the documents as strictly confidential. Contractor shall not disclose the documents to others, including individuals, corporations, or government agencies, either before or after the termination of this Agreement, except as expressly authorized in writing by the City or compelled by law.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement.
3. **Ineffective or improper use of funds provided under this Agreement.**
4. Submission by Contractor to the City reports that are incorrect or incomplete in any material respect.

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

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor'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 Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor'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, Contractor desires to terminate this Agreement.

In accordance with 2 CFR Appendix II to Part 200, this Agreement may also be terminated for convenience by either the City or Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. In the event of substantial failure by Contractor in performance of this Agreement, or for the City's convenience, the City may terminate this Agreement upon giving written notice to Contractor. If substantial failure is the basis for termination, then Contractor will have fifteen (15)

calendar days from the date of termination notice to cure or to submit a plan for cure acceptable to the City. If a plan for cure is not accepted, then this Agreement will terminate immediately, and the City shall pay Contractor for those services rendered to the City. If termination is for the City's convenience, the City shall pay Contractor for all accepted services performed prior to termination. In either event, Contractor shall terminate the Services according to a schedule acceptable to the City.

I. Political Contributions

Contractor affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE VI. COMMUNICATIONS

Any written communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Contractor by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
101 West Third Street
Dayton, Ohio 45402
Attn: Ken Jackson
(937) 333-3923

To Contactor: Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123
Attn: Brian Hatfield

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

ARTICLE VII. SUBCONTRACTORS

A. Assignability

The City is relying upon the professional skill and experience of Contractor. Therefore, Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

B. Subcontracts

1. Approvals: Because the City is relying upon the professional skill and experience of Contractor, no part of the professional services to be provided hereunder may be subcontracted by Contractor to other organizations or subcontractor without the prior written and express consent of the City. Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement. Any such consent shall be deemed to require, even though not stated in the consent language, that a written contract be used between Contractor and such a consented to subcontractor or subcontractor, that such a contract be approved in advance by the City and contain, unless waived by the City, provisions similar or identical to those in this Agreement.

2. Monitoring: Contractor shall, always, remain primarily responsible for the professional services and duties it may delegate to any subcontractor as Contractor is responsible for its own performance. Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content: Contractor shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

ARTICLE VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Financial Records

All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily available to the City.

ARTICLE IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Contractor agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Contractor shall ensure that employment-related decisions—including hiring, promotion, transfer, recruitment, compensation, layoff, and training opportunities—are conducted in accordance with all applicable federal, state, and local employment laws. No individual shall be treated unfairly in connection with any term or condition of employment under this Agreement.

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

3. Access to Records

Contractor shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an affirmative action employer and is in compliance with all applicable federal, state, and local hiring laws and regulations.

6. Subcontract Provisions

Contractor will include the provisions of this Article IX (A), Civil Rights, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

B. Employment Restrictions

1. Prohibited Activity

Contractor is prohibited from using funds provided herein or personnel employed in the administration of the project for activities, sectarian or inherently religious activities, lobbying, patronage, or nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, Contractor and any of Contractor's subrecipients, contractors, and subcontractors. Failure to fulfill these requirements shall subject the City, Contractor and any of Contractor's subrecipients, contractors, and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Contractor certifies and agrees that no contractual or other limitation exists that would prevent compliance with these requirements.

Contractor agrees to comply with the "Section 3" requirements set forth above, and shall include the following language in all subcontracts executed for the program:

> "The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and the regulations established at 24 CFR Part 75. The purpose of Section 3 is

to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing."

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Contractor shall require itself and all subrecipients, contractors, and subcontractors to abide by the following regulations at 24 CFR Part 75.19:

> To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the Contractor shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the City of Dayton. Where feasible, priority for opportunities and training described above should be given to Section 3 workers residing within the service areas or the neighborhood of the project and participants in YouthBuild programs.
>
> To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the Contractor shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the City of Dayton. Where feasible, the contracting opportunities described above should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project and YouthBuild programs.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

b. HUD Section 3 Safe Harbor Benchmarks

Contractor agrees that the aspiration sub-contracting Safe Harbor Benchmarks for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Section 3 Worker Hours: Twenty-five percent (25%) of the total labor hours performed on this project must be performed by a Section 3 Worker.

Targeted Section 3 Worker Hours: Five percent (5%) of the total labor hours performed on this project must be performed by a Targeted Section 3 Worker.

c. Notifications

The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under

this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. Subcontracts

The Contractor agrees to include this Section 3 clause in every subcontract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

C. Material and Product Use

1. "Build America, Buy America (BABA)" Clause

a. Compliance

Compliance with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, and as implemented by the regulations set forth in 2 CFR Part 184, shall be a condition of the federal financial assistance provided under this contract, and binding upon the City, Subrecipient and any of Contractor's subrecipients, contractors, and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Contractor certifies and agrees that no contractual or other limitation exists that would prevent compliance with these requirements. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Contractor agrees to comply with the "Build America, Buy America (BABA) Act" requirements set forth above, and shall include the following language in all subcontracts executed for the program:

> "The work to be performed under this contract is subject to the requirements of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act of 2021, as amended, Pub. L. 117-58 at division G, title IX, subtitle A, part I, sections 70911 through 70917 and the regulations established in 2 CFR Part 184. The purpose of Build America, Buy America is to ensure that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced within the United States, unless otherwise exempt or subject to an approved waiver."

The parties to this contract agree to comply with HUD's regulations in 2 CFR Part 184, implementing Buy America Preferences. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 184 regulations.

The Contractor shall require itself and all subrecipients, contractors, and subcontractors to abide by the following regulations at 2 CFR Part 184:

> Applicability of Buy America Preference to infrastructure projects. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.
>
> An article, material, or supply should only be classified into one of these categories, (i) iron or steel products, (ii) manufactured products, (iii) construction materials, or (iv) Section 70917(c) materials. An article, material, or supply may not fall under any of the categories listed in paragraph (e)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (e)(1) must be made based on its state at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
>
> In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions: (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued). Or (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

b. Terminology

Buy America Preference means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America Preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
Construction materials means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this terminology, except as provided in paragraph (2) of this terminology, To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

i. *Non-ferrous metals.* All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

ii. *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).* All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

iii. *Glass (including optic glass).* All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

iv. *Fiber optic cable (including drop cable).* All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

v. *Optical fiber.* All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

vi. *Lumber.* All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

vii. *Engineered wood.* All manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

viii. *Drywall.* All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Specifically Listed Construction Materials include: non-ferrous metals, lumber, and plastic- and polymer-based composite building materials, pipe, and tube.

Not Listed Construction Materials include: all other plastic- and polymer-based materials (such as polymers used in fiber optic cables), glass, fiber optic cable, optical fiber, engineered wood, and drywall.

Infrastructure project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of §184.4.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

1. Articles, materials, supplies that have been:

   i. Processed into a specific form and shape; or

   ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

2. If an item is classified as an iron or steel product, a construction material, or a section 70917(c) materials under §184.4.4(e) and the terms set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufacture product under § 184.4.4(e) and paragraph (1) of this term may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States means:

1. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. In the case of manufactured products:

   i. The product was manufactured in the United States; and

   ii. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See §184.2(a). The costs of components of a manufactured product are determined according to §184.5.

3. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See §184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

c. Subcontracts

The Contractor agrees to include this Build America, Buy America clause in every subcontract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Build America, Buy America clause, upon a finding that the subcontractor is in violation of the regulations in 2 CFR Part 184, and will not allow any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. The Contractor will not subcontract with any subcontractor where the Contractor has

notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR Part 184.

d. Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that: (1) applying the Buy America Preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the utilization of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

e. Phased Timing of Buy America Preference

Buy America Preference (BAP) will apply to all CPD Programs by 2025. To help facilitate a smooth transition to the requirements, HUD established a Phased Implementation Waiver for its programs based on the date when funds are obligated.

For CDBG Infrastructure projects:

(1) Using funding obligated on or after November 15, 2022, BAP only applies to iron and steel.

(2) Using FY2024 appropriations, BAP applies to iron, steel, and specifically listed construction materials.

(3) Using FY2025 appropriations, BAP applies to iron, steel, specifically listed construction materials, not listed construction materials, and manufactured products.

ARTICLE X. SEVERABILITY

If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable, then the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XI. GOVERNING LAW & VENUE

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

ARTICLE XII. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XIII. THIRD PARTY RIGHTS

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

ARTICLE XIV. WAIVER

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

The City's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE XV. ENTIRE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the City and Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and Contractor with respect to this Agreement.

ARTICLE XVI. REFERENCES TO LAW

All references to local, state, or federal laws, regulations, rules, or orders contained in this Agreement shall include all subsequent amendments, modifications, additions, or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement. If a change in any local, state, or federal law effects the work product prepared and delivered by Contractor under this Agreement after delivery of such to the City, Contractor shall not be responsible to adapt the work product to the change in the law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized officer, have executed this Agreement as of the date below.

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John Date: 2026.01.30 17:01:38 -05'00'
_____
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 20_____

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

OHIO TECHNICAL SERVICES, INC.

By: E-SIGNED by Brian Hatfield on 2026-02-02 12:18:11 EST

Title: President

Date: February 02, 2026

Exhibit A

Scope of Services

1. All Services shall be completed in accordance with all local, state, and federal laws, statutes, and regulations, including, but not limited to:

    a. Construction and Material Specifications, City of Dayton, dated October 1, 2008. For building and debris removal, see Items 202.01 through 202.11
    b. 40 CFR Part 763 Subpart E
    c. 40 CFR Part 61 Subpart M
    d. 29 CFR 1926.1101
    e. 29 CFR 1910.134
    f. 29 CFR 1910.1001

2. **City's Representative:** The City shall assign a Nuisance Abatement Specialist to be the Project Manager. The Project Manager shall act as Contractor's contact at the City and Contractor will contact the Project Manager with any questions regarding this Agreement or other questions and concerns. If Contractor is unable to contact the assigned Project Manager, Contractor may contact the Nuisance Abatement and Rehabilitation Supervisor.

3. **Project Description:** Contractor shall review all ACM identified in the Asbestos Survey Report (Survey) prepared by the City's Asbestos Survey and Post Asbestos Abatement Verification Inspection Contractor. The Survey identifying quantities of ACM and the cost estimate for removal will be given to the Contractor upon receiving a NOP and prior to beginning ACM removal at each site. The Survey shall identify, and Contractor shall remove:

    a. All friable asbestos containing materials.
    b. All asbestos-containing surfacing materials.
    c. All non-friable asbestos containing materials likely to become friable during demolition activities.
    d. Asbestos-containing thermal system insulation.

4. **Project Schedule:** The following Project Schedule as outlined on individual Notice of Possessions will be adhered to by the Contractor in completing this project.

    a. Contractor acknowledges that it will be part of a pool of separate companies that will be notified on a rotating basis of available structures. Each collection of structures, as identified in the NOPs, will contain no fewer than five (5) and no greater than ten (10) structures that require asbestos removal. The asbestos remediation will be completed according to the process/method outlined in the Asbestos Survey Report for each property.

    b. Contractor shall complete all required work on the property or structure within a mutually agreed upon timeline between Contractor and City. The agreed upon timeline shall be included on the NOP.

The Contractor waives any claims for payment for all work and Services not invoiced to the City within thirty (30) days after Verification Inspection Reports determines all Asbestos Containing Materials have been removed. Notwithstanding anything herein to the contrary, the

final invoice for all work and Services shall be submitted to the City no later than thirty (30) days prior to the expiration of this Agreement.

5. Project Responsibility: The Contractor shall be responsible for removal of asbestos containing materials as reported by the asbestos survey contractor.

During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least twenty-five percent (25%) of the time for the purpose of supervising the progress of the abatement work. The competent person shall be an employee who is knowledgeable about construction safety and health and who has received specialized training to identify asbestos hazards, to select the best control strategy, and to take prompt action to correct or eliminate problems.

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

Contractor must dispose of all ACM at a Type II landfill. Contractors must ensure that all written words on the executed manifests are legible. Contractors must keep on file and maintain executed manifests for a period of no less than seven years. Contractors must submit the executed manifests with the Request for Payment packet.

Contractor must monitor debris generated from the asbestos remediation. If a Contractor discovers previously unidentified presumed or suspect asbestos-containing materials during asbestos remediation, then the Contractor must immediately stop all work on the site and contact the Project Manager, who will connect with the Asbestos Survey Contractor, as necessary. The Asbestos Survey Contractor may come to the site for further evaluation and sampling. The Contractor must not resume asbestos remediation until the Project Manager provides approval to continue.

6. Staffing: All personnel involved with asbestos abatement work shall be trained, tested, and licensed in the State of Ohio prior to any work and shall be thoroughly familiar with the Contractor's standard operating procedures for asbestos abatement work. All personnel shall undergo the medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with the applicable regulations and practices for asbestos work and shall have participated in at least five abatement projects during the last two years. All personnel shall be trained in the use and care of respirators and shall pass the respirator fit test. A record shall be maintained indicating the manufacturer type and size respirator for the individual fitted. Any new personnel information shall be provided to the City for the project file as requested in the initial proposal submittal requirements.

a. Sub-Contractors - The City must approve any sub-contractors supplying technical services. Prior to proposed sub-contractors performing work, the Contractor will receive written permission from the City. Any request proposing sub-contractors will include previous experience and references for each.

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

7. Business Day and Hours of Operation: Any day, except legal holidays, Saturdays, and Sundays, on which the City of Dayton permits the Contractor to work is a "Business Day." If

permission is given to work on any of those excepted days, such time will be counted as a business day. Also See Item 116.

> ... Unless otherwise stated in the proposal, 8 hours shall constitute a days' work and 40 hours shall constitute a weeks' work. Work under the contract shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be done at night, Saturday, Sunday, or legal holidays unless special permission is given by the Nuisance Abatement Specialist.
>
> R.C.G.O. - Item 94-05 Noise Pollution- (]) Construction or repairing of buildings. The erection (including excavating), demolition, altering, or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.
>
> After hours inspections Monday through Friday, must be arranged 48 hours in advance or under a Special Service permit issued by Division of Building Inspection.

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

The City reserves the right to remove any structure on an NOP until the Contractor begins the asbestos survey.

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

The NOP will be faxed or emailed to the Contractor to a fax number or email address that the Contractor provides to the City before the Notice to Proceed is issued. The date of issuance of the NOP shall be the date that the NOP is faxed or emailed to the Contractor.

9. Timing of NOPs: The City shall issue NOPs to Contractor upon approval of this Agreement. Each NOP shall have no less than five (5) and no more than ten (10) properties listed for remediation. Due to the performance requirements associated with federal funding, some NOPs may be issued concurrently to maximize the time allotted under the contract. Based on the work requested, the end date of the performance period of NOPs issued may or may not be the same date. The issuance of NOPs will continue until all work has been completed or funding under the Agreement is exhausted, whichever occurs first.

10. Information Contained on Each NOP: Each NOP issued will be issued by a Nuisance Abatement Specialist/Project Manager who will act as the City's point of contact for the requested work. Each NOP will state the following:

a. Start Date -The date designated by the City.
b. End Date - The date Contractor will complete the requested work.
c. Building Address -The address is determined by Montgomery County Auditor's Parcel information.

d. Lot Number-Taken from Montgomery County plat records.

11. PERFORMANCE PERIOD: The following terms are associated with the issuance of and performance of work under a Contract. Each Contract when awarded will state the performance period within which the requested work shall be completed. In addition, the NOP shall list a series of milestones for completion of tasks necessary for asbestos abatement of the structures. The milestones shall be listed as follows:

a. Obtaining Necessary Permits and Provide Written Notice to the Regional Air Pollution Control Agency ("RAPCA"): Within 3 Business Days of the issuance of the Contract, the Contractor must obtain all necessary permits to perform the Work and provide written notice to RAPCA of the asbestos abatement Work for each structure.

b. Beginning Removal of Asbestos: Within 13 Business Days of the issuance of the NOP, the Contractor shall be on-site and begin removing asbestos from the structures.
c. Completion of Removal of Asbestos: Contractor must complete the removal of asbestos from structures within the time provided as determined by the City's Project Manager.

12. Liquidated Damages: If the Contractor fails to complete any of the tasks in accordance with any of the milestones listed in the NOP, the City of Dayton may impose liquidated damages in the sum of $500 for each and every day thereafter until completion, unless the Contractor timely requests and the City grants an extension of time in accordance with the Agreement.

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

13. NOP Completion: Contractor bears sole responsibility for notifying the Nuisance Abatement Specialist/Project Manager of the completion of remediation activities of the properties on a NOP. A Post Asbestos Abatement Verification Inspection of each property listed on a NOP will be done within 5 Business Days. Contractor is encouraged to be present during the Post Abatement Verification Inspection.

If a property does not pass a Post Asbestos Abatement Verification Inspection, Contractor will have 5 Business to remediate all asbestos found during the Inspection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B
FEE STRUCTURE

No.	Item Description	Measure	Cost
1	Mobilization (Set-Up, Permits, Etc.)	Per Structure	$ 650.00
2	Stucco	Per Square Foot	$ 8.00
3	Duct Wrap	Per Square Foot	$ 7.00
4	Duct Tape	Per Linear Foot	$ 7.00
5	Millboard	Square foot	$ 5.00
6	Transite (Panels, Siding, or Board)	Square foot	$ 2.00
7	Plaster	Square foot	$ 9.00
8	Plaster W/Debris	Square foot	$ 11.00
9	Surfacing Materials	Per Square Foot	$ 8.00
10	Sprayed-on Fireproofing	Square foot	$ 8.00
11	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square foot	$ 10.00
12	Soft/Decorative Plaster (all layers including substrate if necessary)	Square foot	$ 8.00
13	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers including substrate if necessary)	Square foot	$ 4.50
14	Drywall/Mud compound	Square foot	$ 2.50
15	Thermal System Insulation (TSI) Straight Pip <6-inch diameter	Linear foot	$ 8.00
16	TSI straight Pipe > 6-to-12-inch diameter	Linear foot	$ 10.00
17	TSI Straight Pipe > 12-inch diameter	Linear foot	$ 15.00
18	TSI Mud Fitting < 6-inch diameter	Each	$ 20.00
19	TSI Mud Fitting < 6-to-12-inch diameter	Each	$ 20.00
20	TSI Mud Fitting > 12-inch diameter	Each	$ 40.00
21	TSI Elbows/Joints	Each	$ 20.00
22	Duct Insulation (cloth or paper)	Square foot	$ 4.00
23	Duct Insulation (fiberglass with ACM seam mud)	Square foot	$ 6.00
24	Undercoated Sink	Each	$ 25.00
25	Floor Tile Only (any size)	Square foot	$ 2.00
26	Floor Tile and Mastic (any size, any mastic type)	Square foot	$ 2.50
27	Ceiling Tile	Square foot	$ 2.50
28	Linoleum/ Resilient Sheeting	Square foot	$ 3.00
29	Linoleum/Resilient Sheeting and Mastic (any type)	Square foot	$ 3.50
30	Window with associated caulk and/or glazing (any size including frame)	Each	$ 50.00
31	Furnace, boiler, or tank insulation (mud and jacket)	Square foot	$ 8.00
32	Glue, behind paneling, drywall, etc, on wood or concrete Abatement or complete removal with substrate	Square foot	$ 4.00
33	Glued-on ceiling tiles (any size) and glue pods	Square foot	$ 2.00
34	Construction Adhesives/ other glue pods	Square foot	$ 7.00
35	Cove Base	Square foot	$ 2.50
36	Vermiculite Insulation (Wall/Drywall)	Cubic Yard	$ 12.00
37	Misc. Asbestos Debris (any type, total quantity)	Cubic Foot	$ 12.00
38	Transite/ asbestos utility piping (any size)	Linear foot	$ 12.00
39	Transite Roofing Materials	Per Square Foot	$ 2.50
40	Transite Flue Pipe	Per Linear Foot	$ 8.00
41	Transite Ductwork	Per Linear Foot	$ 12.00
42	Heat Shield (Vent)	Each	$ 20.00
43	Heat Shield (Used as Fire Barrier)	Square foot	$ 20.00
44	Vermiculite	Square foot	$ 12.00
45	Vermiculite w/ Debris	Square foot	$ 15.00
46	Vapor Paper	Square foot	$ 8.00
47	Wallboard	Square foot	$ 6.00
48	Interior Caulk	Linear foot	$ 8.00

49	Blown in Insulation	Square foot	$ 4.00
50	Fiberglass Insulation	Square foot	$ 4.00
51	Mobilization for Additional Environmental Abatement	Per Event	$ 250.00
52	ACM not listed above-Price agreed upon Project Manager and Remediation Contractor	TBD	TBD

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C

ACM Removal NOP Pricing Spreadsheet

No.	Item Description	Measure	Pricing	Price Per Survey	Actual Cost
1	Mobilization (Set-Up, Permits, Etc.)	Per Structure	$ 650.00		
2	Stucco	Per Square Foot	$ 8.00		
3	Duct Wrap	Per Square Foot	$ 7.00		
4	Duct Tape	Per Linear Foot	$ 7.00		
5	Millboard	Square foot	$ 5.00		
6	Transite (Panels, Siding, or Board)	Square foot	$ 2.00		
7	Plaster	Square foot	$ 9.00		
8	Plaster W/Debris	Square foot	$ 11.00		
9	Surfacing Materials	Per Square Foot	$ 8.00		
10	Sprayed-on Fireproofing	Square foot	$ 8.00		
11	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square foot	$ 10.00		
12	Soft/Decorative Plaster (all layers including substrate if necessary)	Square foot	$ 8.00		
13	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers including substrate if necessary)	Square foot	$ 4.50		
14	Drywall/Mud compound	Square foot	$ 2.50		
15	Thermal System Insulation (TSI) Straight Pip <6-inch diameter	Linear foot	$ 8.00		
16	TSI straight Pipe > 6-to-12-inch diameter	Linear foot	$ 10.00		
17	TSI Straight Pipe > 12-inch diameter	Linear foot	$ 15.00		
18	TSI Mud Fitting < 6-inch diameter	Each	$ 20.00		
19	TSI Mud Fitting < 6-to-12-inch diameter	Each	$ 20.00		
20	TSI Mud Fitting > 12-inch diameter	Each	$ 40.00		
21	TSI Elbows/Joints	Each	$ 20.00		
22	Duct Insulation (cloth or paper)	Square foot	$ 4.00		
23	Duct Insulation (fiberglass with ACM seam mud)	Square foot	$ 6.00		
24	Undercoated Sink	Each	$ 25.00		
25	Floor Tile Only (any size)	Square foot	$ 2.00		
26	Floor Tile and Mastic (any size, any mastic type)	Square foot	$ 2.50		
27	Ceiling Tile	Square foot	$ 2.50		
28	Linoleum/ Resilient Sheeting	Square foot	$ 3.00		
29	Linoleum/Resilient Sheeting and Mastic (any type)	Square foot	$ 3.50		
30	Window with associated caulk and/or glazing (any size including frame)	Each	$ 50.00		
31	Furnace, boiler, or tank insulation (mud and jacket)	Square foot	$ 8.00		
32	Glue, behind paneling, drywall, etc., on wood or concrete Abatement or complete removal with substrate	Square foot	$ 4.00		
33	Glued-on ceiling tiles (any size) and glue pods	Square foot	$ 2.00		
34	Construction Adhesives/ other glue pods	Square foot	$ 7.00		
35	Cove Base	Square foot	$ 2.50		
36	Vermiculite Insulation (Wall/Drywall)	Cubic Yard	$ 12.00		
37	Misc. Asbestos Debris (any type, total quantity)	Cubic Foot	$ 12.00		
38	Transite/ asbestos utility piping (any size)	Linear foot	$ 12.00		
39	Transite Roofing Materials	Per Square Foot	$ 2.50		
40	Transite Flue Pipe	Per Linear Foot	$ 8.00		
41	Transite Ductwork	Per Linear Foot	$ 12.00		
42	Heat Shield (Vent)	Each	$ 20.00		
43	Heat Shield (Used as Fire Barrier)	Square foot	$ 20.00		
44	Vermiculite	Square foot	$ 12.00		
45	Vermiculite w/ Debris	Square foot	$ 15.00		
46	Vapor Paper	Square foot	$ 8.00		
47	Wallboard	Square foot	$ 6.00		
48	Interior Caulk	Linear foot	$ 8.00		
49	Blown in Insulation	Square foot	$ 4.00		
50	Fiberglass Insulation	Square foot	$ 4.00		
51	Mobilization for Additional Environmental Abatement	Per Event	$ 250.00		
52	ACM not listed above-Price agreed upon Project Manager and Remediation Contractor	TBD	TBD		

MEMORANDUM | DAYTON

August 19, 2025

TO: **Steven C. Gondol**
Director

Aaron Sonnenburg
Budget & Grants Administrator
Department of Planning, Neighborhoods & Development (PND)

FROM: Alma Sove
Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: **HRC No Goal Recommendation for CDBG-Funded Projects: RFP No. 25-0XXPND CDBG Asbestos Abatement & Remediation**

In general, and in consideration of this project's sole source of CDBG funding, the HRC does not place PEP goals on federally funded projects. This includes the current request that a goal be placed on the RFP No. 25-0XXPND CDBG Asbestos Abatement & Remediation project.

As a distinction, the Open Market goals are placed on projects using General Funds where HRC *may* recommend a goal, but due to an insufficient number of PEP-certified firms who can perform the scope of work, a goal could not be calculated. Where the number of PEP-certified firms does not provide the HRC with a logical or reasonable way to set a PEP goal, and to the extent the project includes General Funds, the Open Market goal is a viable option.

Please let me know if you have any questions.



City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Division of Housing & Inspections

Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services

REQUEST FOR PROPOSALS (RFP) No. 25-026PND

September 2025

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS 1

1.01 COMMUNICATIONS REGARDING THIS PROJECT. 1
1.02 RFP SCHEDULE. 1
1.03 PRE-PROPOSAL MEETING 1
1.04 SUBMITTING A PROPOSAL 2
1.05 REQUIRED PROPOSAL CONTENTS. 2
1.07 CRITERIA. 3
1.08 MISCELLANEOUS ITEMS. 4
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS 10
3.01 TAX EXEMPTION. 10
3.02 PROPOSER AFFIDAVIT. 10
3.03 PROCUREMENT STANDARDS 10
3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. 16
3.05 PROPOSER'S INCURRED COSTS. 16
3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). 16
3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES 16
ARTICLE 1. 16

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR 16
ARTICLE 3. COMPENSATION 16
ARTICLE 4. CITY'S RESPONSIBILITIES 16
ARTICLE 5. STANDARD OF CARE 17
ARTICLE 6. INDEMNIFICATION 17
ARTICLE 7. INSURANCE 17
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY 17
ARTICLE 9. TERMINATION 17
ARTICLE 10. STANDARD TERMS 18
A. DELAY IN PERFORMANCE *18*
B. GOVERNING LAW AND VENUE *18*
C. COMMUNICATIONS *18*
D. EQUAL EMPLOYMENT OPPORTUNITY *18*
E. WAIVER *18*
F. SEVERABILITY *18*
G. INDEPENDENT CONTRACTOR *19*
H. ASSIGNMENT *19*
I. THIRD PARTY RIGHTS *19*
J. AMENDMENT *19*
K. POLITICAL CONTRIBUTIONS *19*
L. INTEGRATION *19*
M. PCI COMPLIANCE *19*
N. LIVING WAGE ORDINANCE *20*

EXHIBIT A – LETTER OF TRANSMITTAL 21

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY 23

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM 24

EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE 25

EXHIBIT E- HUD SECTION 3 REQUIREMENTS.....30

ATTACHMENT 1 ..... Separate Attachment

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

Email: PNDBids@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City's website at:

http://daytonohio.gov/bids.aspx

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Procurement and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	September 18, 2025
Pre-Proposal Meeting:	September 25, 2025 via Video Conference at 11:00 AM
Last Day to Submit Questions:	October 2, 2025 by 5:00 PM local (Dayton OH) time
Written Responses to Questions:	October 9, 2025 by 5:00 PM local (Dayton OH) time
Due Date for Proposals:	October 16, 2025 by 2:00 PM local (Dayton OH) time

1.03 PRE-PROPOSAL MEETING. The City shall conduct a voluntary pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City's Procurement Enhancement Plan (PEP) procedures
- Answer questions

Topic: RFP 25-026PND CDBG Residential Asbestos Abatement and Remediation Services
Time: Sep 25, 2025 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/96682430650?pwd=8E5w2bGTk3Zn7Hw1apTEPMYnc1lono.1
Meeting ID: 966 8243 0650 **Passcode: 627308**
One tap mobile
+13092053325,,96682430650#,,,,*627308# US
+13126266799,,96682430650#,,,,*627308# US (Chicago)

Join instructions
https://zoom.us/meetings/96682430650/invitations?signature=op5AvK1mziW9v1Oifd9abg8GfbdEJgtjtpxFSSL1UpA

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend.

1.04 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No 25-026PND, RFP No 25-026PND Part 1, RFP No 25-026PND Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:
https://us04web.zoom.us/j/72176651193?pwd=t5VLBMXHS4aKRywxbhlfXcAstNsqmL.1
Meeting ID: 721 7665 1193 **Passcode: N18600**
One tap mobile
+19294362866 US (New York) +13017158592 US (Washington D.C)
+1 312 626 6799 US (Chicago) +1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)
Find your local number: https://us02web.zoom.us/u/kbuZCr9U0u

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by time/date as indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

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

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

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS.

All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
    - **Location** – The street address of the proposer's company headquarters.
    - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
    - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
    - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
    - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2. Proposal response must include detailed information on how Proposer will meet HUD Section 3 Safe Harbor Benchmarks.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be

identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements

- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.
- **Attachment 1.** Pricing Schedule.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- **Regulatory Non-Compliance:** Any evidence of non-compliance with federal, state, or local regulations, including but not limited to environmental, labor, and safety regulations. Specific emphasis on compliance with all Environmental Protection Agency (EPA) regulations and guidelines.
- **Legal Convictions and Investigations:** Any past or present convictions related to violations of federal, state, local and other municipal and governmental agencies laws and/or regulations. Ongoing investigations, legal proceedings, or administrative actions that could result in a conviction or demonstrate non-compliance with applicable laws and regulations.
- **EPA Compliance Issues:** Any history of violations, settlements, or consent decrees related to environmental regulations enforced by the EPA. Active or unresolved EPA investigations that might impact the contractor's ability to comply with environmental regulations.
- **Incomplete or Non-Responsive Proposal:** Submission of a proposal that is incomplete or fails to address all required elements as listed in Section 1.05 Required Proposal Contents including the provision of a bid bond and compliance with additional requirements listed in Section 3.03 (Procurement Standards 2 CFR Part 200.317 - 200.326) of this RFP.
- **Failure to Address Minority Hiring Criteria:** Failure to submit a proposal that thoroughly addresses the minority hiring criteria as identified throughout this RFP.
- **Failure to Address HUD Section 3 Requirements:** Failure to submit a proposal that meets the HUD Section 3 Safe Harbor Benchmarks as outlined in the RFP.
- **Affirmative Action Assurance Approval:** Inability to obtain Affirmative Action Assurance approval prior to the award of the contract. Refer to Section 3.06 for information on how to contact the Human Relations Council.
- **False or Misleading Information:** Submission of false, misleading, or incomplete information in the bid documentation, particularly regarding regulatory compliance, legal status, and any ongoing investigations.

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

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only**.

Evaluation Criteria for Goods and Services		
Item	**Description**	**Points Possible**
1	Price	40
2	Ability to address all RFP Requirements	30
3	Experience	20
4	Dayton Local Business	5
5	PEP Certified Vendor	5
	Total Points	**100**

Evaluation Criteria Explanation

Item #1 Cost/Price: Max 40 points

Contractor(s) seeking consideration shall submit pricing in accordance with the submitted Scope of Work as defined in Section 2.03. Contractors seeking consideration shall submitting pricing in conformance with Exhibit C. After the first year, future year pricing will be altered based on the Year-Over-Last Consumer Price Index. A twenty (20%) contingency will be added to all base bids.

Item #2 Ability to address all RFP Requirements: Max 30 points

Contractor(s) seeking consideration shall submit a Scope of Work as defined in Section 2.03. Consultants will be evaluated according to their alignment with the City of Dayton's mission and goals for the project, and ability to complete all required elements of the RFP.

Item #3 Qualifications of Firm and Past Performance (Including References): Max 20 points
Contractor(s) seeking consideration shall submit a general firm overview with a description of their asbestos surveys and post abatement verification inspections services as outlined in Section 2.03. Consultants will be evaluated according to the number of projects completed and the Consultant's Scope of Work for the supplied projects. Provide client name, project role, and contact person with e-mail address and phone number for each project. The number of years of experience providing similar services shall be supplied. Consultant may have served as prime or subcontractor for any submitted project. Consultant shall provide detailed information regarding the Project Team for this project. Project teams with other firms are acceptable and may be identified within the proposal but keep in mind that from a contract perspective the Prime Consultant will have responsibility to provide all deliverables identified within this RFP. Emphasis will be placed on previous experience with asbestos surveys and post abatement verification inspections services.

Item #4 Dayton Local Business: Max 5 points
Dayton Local Business status will be determined by the address submitted on Exhibit A, which is the same address that will be used for the Contract. If the address is located within the City of Dayton Corporation Limit, the full five (5) points will be awarded.

Item #5 PEP Certified Vendor: Max 5 points
Contractor(s) seeking consideration shall submit documentation verifying their current certification as a PEP Certified Vendor with the City of Dayton. Certification must be completed prior to proposal submission. Full points will be awarded to contractors who provide valid certification as part of their proposal submission.

1.08 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF WORK/PROJECT

2.01 Purpose and Need / Project Description.

The Department of Planning, Neighborhoods & Development seeks qualified contractor to provide the professional services to perform asbestos abatement and remediation for residential structures. The structures will contain Asbestos-Containing Materials (ACM), both friable and non-friable, in any or all the approximately ninety (90) structures.. Interested individuals shall submit their RFP detailing the requirements noted herein. It is the City of Dayton's intent to review all RFPs submitted and begin negotiations with the highest scoring contractor.

2.02 Background Information.

The City of Dayton has authorized the use of Community Development Block Grant (CDBG) funding through the U.S. Department of Housing and Urban Development (HUD) toward demolition and greening activities in Dayton neighborhoods. The City has identified over 1,800 nuisance structures and will prioritize properties for demolition based on eligibility for CDBG funding and the highest community need, with a focus on addressing health and economic disparities in disproportionately impacted communities.

The City will require environmental remediation for all properties eligible for remediation and demolition. RFP No 25-026PND specifically seeks proposals from qualified vendors to provide the abatement and remediation of asbestos from structures designated for demolition. The City follows a standard process where asbestos surveys are conducted and reports issued, followed by the abatement and remediation of asbestos-containing materials. This RFP is aimed at identifying qualified vendors who can deliver this asbestos abatement and remediation service in accordance with the City's regulatory and safety requirements, with CDBG funding administered in accordance with HUD's rules and guidelines.

All asbestos abatement and remediation services must comply with applicable Ohio Environmental Protection Agency (Ohio EPA) regulations, as well as the requirements set forth by the Regional Air Pollution Control Agency (RAPCA).

2.03 Environmental Remediation Scope Of Work And Testing Requirements.

The qualified Proposer(s) will provide all tools, labor, and materials for proper abatement of any friable asbestos containing materials (ACM) or non-friable ACM that may become friable during demolition, within selected residential structures and all appurtenances, as well as any and all contents of the buildings. Since the City plans to demolish the structures, the abatement of ACM can be destructive.

All work to be performed under the executed contract shall be according to the Construction and Material Specifications, City of Dayton, dated October 1, 2008. For building and debris abatement see Items 202.01 through 202.11. The City assumes no responsibility for the proper and safe execution of the work. Link to the City's Construction and Material Specifications document: http://www.cityofdayton.org/departments/pw/ce/Pages/ConstMatSpecs.aspx

In addition, all asbestos abatement and remediation services must comply with the applicable regulations and guidelines set forth by the Ohio EPA, RAPCA, and other relevant federal, state, or local authorities. Contractors are required to ensure that their work meets these environmental safety standards.

Furthermore, all asbestos abatement and remediation services must adhere to the requirements outlined by the U.S. Department of Housing and Urban Development (HUD) for CDBG-funded projects. The Contractor will be responsible for ensuring that all work performed is in full compliance with HUD guidelines and CDBG regulations to ensure continued eligibility for funding and compliance with federal requirements.

2.04 Qualified Contractor Bid Process Once Selected.

The Contractor shall furnish the following to the City with their RFP Proposal:

1. Samples copies of written notifications sent to and received from all regulatory agencies including the USEPA, State of Ohio and the Regional Air Pollution Control Agency (RAPCA) (local air pollution agency).
2. Sample copies of all required permits and arrangements for transportation and disposal of asbestos-containing or contaminated material and supplies.
3. A sample Project Plan or Abatement Design to include the procedures and equipment that will be utilized to complete the work.
4. Documentation indicating that each employee has had instruction on the hazards of asbestos exposure and other topics required by OSHA 29 CFR 1926.1101 regarding Class I and II asbestos work involving asbestos-containing surfacing materials, thermal system insulation and miscellaneous materials.
5. Standard operating procedures showing how workmen, visitors and employees will be protected from exposure and how spaces outside the work areas will be protected from contamination until completion of the work.

6. A list of the types of respiratory protection systems available to be used, if required by a job.
7. Documentation that medical records and respirator fit testing for all personnel has been performed.
8. Hazard Communication Program.
9. Attachment 1 Pricing Schedule.
    a. The asbestos abatement work will be completed according to the process/method outlined in the Survey Report for each property.
    b. The contractor will be asked to submit their estimate for the remediation work in accordance with the Cost Sheet submitted in Attachment 1 of this Request for Proposals.
    c. Attachment 1 was developed based upon the most frequently observed Asbestos Containing Material items found in structures. The funding source for this project is a Community Development Block Grant (CDBG), and firm unit pricing is required by the funding source.
    d. The City reserves the right to remove any structure from a Notice of Possession until the contractor begins the asbestos abatement.

2.05 Compensation For Services.

In a separate bid, Respondent must provide a cost for each item list in Attachment 1 (Item Cost Sheet for ACM Abatement/Disposal) and must express the item cost in the following way:

• As a mean (average) per unit of measure (i.e., $3.21/square feet).

Compensation is based on the approved prices and costs submitted in response to the Request for Qualification (RFP) in Exhibit A, satisfactory completion of work, and the submission of a properly executed, correct, and completed invoice with all necessary and contractually required supporting documentation.
Contractors must submit bids in accordance with the direction of Request for Proposals. At its sole discretion and at any time, the City of Dayton reserves the right to determine that the Contractor's costs are proper and correct. The Contractor is not eligible for the reimbursement of any costs which are improperly or incorrectly bid, and the Contractor is not entitled to any adjustment in costs upon discovery of any costs which are improperly or incorrectly bid.

2.06 Notice of Possession (NOP) Performance Outline.

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

1. Start Date – The date designated by the City.
2. End Date – The estimated Business Days after the start date by which the Contractor will complete the requested work.
3. Building Address – The address is determined by Montgomery County Auditor's Parcel information.
4. Lot Number – Taken from Montgomery County plat records.

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

The asbestos survey will indicate the type, location, and quantity of asbestos-containing materials. Contractor is responsible for comparing the property with the asbestos survey, and to report any discrepancies affecting the start of the work. The City will make no payment adjustments for the abatement of materials in excess of the materials and quantities identified in the hazardous/regulated materials report without prior written authorization by the City. Any request by a Contractor for an adjustment in payment for the abatement of additional materials or quantities must be accompanied by a revised asbestos survey report by the asbestos survey company who did the initial report which explicitly identifies and samples and analyzes (as feasible and/or necessary) the additional materials or quantities in accordance with all applicable laws, regulations, and protocols. Contractors are not authorized to Point Count materials for the purposes of eliminating those materials from abatement.

Contractor may not proceed with the abatement of any additional materials or quantities until the City has approved the new scope of work and the adjustment in payment.

1. Changes to NOP shall be made in writing when additional asbestos abatement work is required beyond that which is indicated in the survey report and this remediation specification.
2. The NOP changes should state in sufficient detail the additional work to be performed, the extra cost incurred, and the time required for completion. It shall be approved by the City prior to beginning work on the structure.

2.07 Environmental Remediation Services Performance.

The qualified contractor(s) shall review all ACM identified in the Survey Report (Survey) prepared by the City's Asbestos Survey and

Verification Inspection Contractor. The Survey identifying quantities of ACM and the cost estimate for abatement will be given to the qualified Contractor(s) prior to beginning ACM abatement at each site. The Survey Report shall identify, and the successful Bidder shall remove, to the extent possible and at a minimum:

1. Asbestos-containing thermal system insulation from piping, boilers or other related building systems.
2. Asbestos-containing surfacing materials from building surfaces including, but not limited to, plaster, stucco, fireproofing and other such materials.
3. Friable asbestos-containing miscellaneous materials from buildings and structures.
4. When required by Federal or State law, non-friable asbestos-containing roofing, flooring, siding, and other miscellaneous materials if there is likelihood that the materials may become friable during the demolition of the structure or abatement of the debris.

During any period of actual abatement of asbestos, a licensed asbestos remediation supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work. The competent person shall be an employee who is knowledgeable about construction safety and health and who has received specialized training to identify asbestos hazards, to select the best control strategy, and to take prompt action to correct or eliminate problems.

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

Contractor must dispose of all asbestos-containing waste materials (ACWM) at a Type II landfill. Contractors must ensure that all written words on the executed manifests are legible. Contractors must keep on file and maintain executed manifests for a period of no less than seven years. Contractors must submit the executed manifests with the Request for Payment packet.

Contractor must monitor debris generated from the environmental remediation. If a Contractor discovers any previously unidentified presumed or suspect asbestos-containing materials during asbestos remediation, then the Contractor must immediately stop all work on the site and contact the Environmental Consultant which performed the Survey and Inspection. The Contractor must not resume environmental remediation until the Environmental Consultant has inspected and sampled and analyzed (as necessary and if safely accessible) the additional materials and the Contractor has filed the revised notification (as necessary).

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

In performance of work requested in a Contract, the qualified Contractor through a Certified Supervisor shall:

1. Set up procedures to control entry to and exit from the enclosure and/or work area:
    a. Ensure (by on-site inspection) the integrity of enclosure or containment
2. Supervise all employee exposure monitoring and ensure that it is conducted.
    a. Set up the regulated area, enclosure, or other containment:
    b. Prepare the work area.
    c. Control access to the job site
3. Conduct pre-abatement inspection:
    a. Perform asbestos abatement as indicated in the Survey and as dictated in accordance with these specifications and all federal, state, and local asbestos laws and regulations.
4. Conduct respirator fit testing and personal protection of the workers and security:
    a. Ensure that employees within the enclosure wear protective clothing and respirators
5. Provide proof of worker training, respiratory protection, and medical examinations:
    a. Ensure through on-site supervision that employees set up, use, and remove engineering controls, use proper work practices and personal protective equipment.
    b. Ensure that employees use the hygiene facilities and observe the decontamination procedures specified.
    c. Ensure that through on-site inspection, engineering controls are functioning properly, and

employees are using proper work practices.
d. Properly pack, label, manifest, transport, and dispose of contaminated material.
e. Ensure that notification requirements are met.
6. Provide access, support and protection to all authorized visitors and inspectors, including protective clothing.

Every asbestos remediation Contractor undertaken by the qualified Contractor shall be supervised by at least one State of Ohio licensed and certified asbestos remediation supervisor. Abatement supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity.

2.08 Initial Exposure Assessment.

An initial exposure assessment shall be conducted by the competent person to determine whether airborne asbestos fibers more than the permissible exposure limits may be present. Daily air monitoring will be required unless a negative exposure assessment is obtained. If no exposure monitoring is performed, you shall assume that exposure exceeds the permissible exposure limits and implement appropriate work practices.

1. Respirators are required for all Class I asbestos work regardless of the size of the job or whether a negative exposure assessment has been made per 29 CFR 1924.1101.3
2. Respirators are required for all Class II asbestos work: where the asbestos-containing material is not removed in a substantially intact state; which is not performed using wet methods; where the employer does not provide a negative pressure assessment; where employees are exposed above the permissible exposure limits; and in emergencies.

2.09 Regulated Area.

A regulated area shall be established around the work site in accordance with 29 CFR 1926.1101. The regulated area shall be demarcated in a manner that minimizes exposure to asbestos both within and outside the area.

1. Signs that are comprehensible to employees shall be provided and displayed. Danger signs, in accordance with 29 CFR 1926.1101, shall be displayed, in both the English and Spanish languages.
2. Eating, drinking, smoking, chewing tobacco or gum, and applying cosmetics shall not be allowed in the work area.
3. Engineering controls and work practices shall include wet methods, HEPA-vacuuming, prompt clean up and disposal of debris, use of impermeable drop cloths, and HVAC isolation system are required. A negative pressure enclosure shall be used as a control method. If employees are working in the areas adjacent to the regulated area while Class I work is being performed, critical barriers shall be used for indoor regulated areas or some other isolation method to prevent the spread of airborne asbestos.
4. Disposal of improperly labeled or classified asbestos-containing waste material as defined in 40 CFR Part 61, Subpart M. is prohibited.

2.10 Contractor's Employees.

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

The City must approve any sub-contractors in advance and all subcontractors must meet the same minimum requirements listed above as Contractor's Employees.

2.11 Business Day And Hours Of Operation.

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

> "...Unless otherwise stated in the proposal, 8 hours shall constitute a days' work and 40 hours shall constitute a weeks' work. Work under the contract shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be done at night, Saturday, Sunday, or legal holidays unless special permission is given by the Nuisance Abatement Specialist. R.C.G.O. - Item 94-05 Noise Pollution- (]) Construction or repairing of buildings. The erection (including excavating), demolition, altering, or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work."

For any work that occurs outside the standard business hours (7:00 a.m. to 6:00 p.m.), including weekends and legal holidays, the Contractor must obtain special permission from the Nuisance Abatement Specialist or Building Inspector. Any after-hours inspections must be arranged 48 hours in advance or conducted under a Special Service permit issued by the Division of Building Inspection. Special permission will be granted on a case-by-case basis, depending on the urgency and in accordance with applicable legal and regulatory requirements including those set forth by CDBG and HUD guidelines.

2.12 Performance Period.

The following terms are associated with the issuance of and performance of work under a Contract:

Each Contract when awarded will state the performance period within which the requested work shall be completed. In addition, the NOP shall list a series of milestones for completion of tasks necessary for asbestos abatement of the structures. The milestones shall be listed as follows:

1. Obtaining Necessary Permits and Provide Written Notice to the Regional Air Pollution Control Agency ("RAPCA"): Within 3 Business Days of the issuance of the Contract, the Contractor must obtain all necessary permits to perform the Work and provide written notice to RAPCA of the asbestos abatement Work for each structure.
2. Beginning Abatement of Asbestos: Within 13 Business Days of the issuance of the Contract, the Contractor shall be on-site and begin removing asbestos from the structures.
3. Completion of Abatement of Asbestos: Contractor must complete the abatement of asbestos from structures as determined by the City's Project Manager.

If the Contractor fails to complete any of the tasks in accordance with any of the milestones listed in the Contract, the City of Dayton may impose liquidated damages in the sum of $500 for every Business Day thereafter until completion, unless the Contractor timely requests and the City grants an extension of time in accordance with the Contract Documents.

2.13 Reporting Requirements.

There are documentation and reporting requirements as part of this program. What is your organization's plan to maintain appropriate financial documentation (e.g., receipts, contracts, etc.), specifically administrative policies, systems, structures and/or personnel in place to adequately collect, manage, and report the required information for your project?

Does your organization have the current capacity for reporting requirements?

2.14 Staffing.

Does your organization have qualified staves for all the necessary functions associated with the proposed activity, and is there adequate staff time available?

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

3.03 PROCUREMENT STANDARDS 2 CFR PARTS 200.317 – 200.327

§200.317 Procurement by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.
(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases –

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(V) Non-Federal Entity to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases –

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods

are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;
(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

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

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – **These are standard terms are subject to change by the City prior to the award of the contract.**

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2026, whichever date is earlier. There will be no allowable extensions to this contract unless the Federal Guidelines and US Treasury Guidance extend the time frame of the funding and allow contract adjustments.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.
Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this

contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

Company Name: _____

Address: _____

City, State Zip Code _____

Attention: _____

Title: _____

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

Contractor, its employees and any persons retained or hired by Contractor 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, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

M. PCI COMPLIANCE

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

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

    a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
    b. Fully compliant with standards established by the PCI Security Standards Council (htts://www.pcisecuritystandards.org/index.shtml).

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?aggrement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795).

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

[ ] Not Applicable ("N/A") _____

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

N. LIVING WAGE ORDINANCE

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

[ ] YES [ ] NO

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-26PND
September 2025

EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ **Sole Proprietorship** ☐ **Franchise** ☐ **Partnership** ☐ **Corporation**

☐ **Joint Venture** ☐ **LLC** ☐ **Other (Specify):** _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

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

If a corporation, state of incorporation: _____

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

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

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

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-026PND
September 2025

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 25-026PND. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

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

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

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

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

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

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____
_____
Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
Fax No.: _____

DAYTON

EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # _____
2. ☐ Corporate Earnings FEIN # _____
3. ☐ Individual Ownership Earnings SSN # _____
4. ☐ Partnership Earnings FEIN # _____

Company Name_____Phone # _____

Mailing Address_____City_____St._____ Zip _____

Local Business Address_____City_____St._____ Zip _____

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction _____

Your Accounting Period? Calendar Year_____or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed $600.00

- Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction _____
- Do you submit withholdings QUARTERLY* or MONTHLY? _____
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☐

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☐ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

_____

_____

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

_____

_____

Full name of Owner of Company _____

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

_____

_____

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

_____

_____

Signature_____Title_____Date _____

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c

DAYTON

EXHIBIT E- HUD SECTION 3 REQUIREMENTS

What is Section 3?

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Definitions

Section 3 Worker: Currently or in the past 5 years, the worker meets at least one of the following:

- Income for the previous or annualized calendar year is below the income limit established by HUD.
- Employed by a Section 3 Business Concern
- A YouthBuild participant

Targeted Section 3 Worker: A worker employed by a Section 3 Business Concern or currently or in the past 5 years, the worker meets at least one of the following:

- Living within one mile of the service area or the neighborhood of the project
- A YouthBuild participant

Section 3 Business Concern: Business that meet at least one of the following criteria, documented within the last six-month period:

- At least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Individual Income Limit Eligibility

An individual's income must be at or below limits established by HUD for an individual household size of one regardless of actual household size to be considered a Section 3 Worker based on income.

Income Limits Category	**FY 25 Income Limits**
Extremely Low-Income Limits (30%)	$19,750
Very Low-Income Limits (50%)	$32,850
Low-Income Limits (80%)	$52,550

Applicable Projects

For housing and community development financial assistance, Section 3 projects are:

- Housing rehabilitation
- Housing construction
- Other public construction projects assisted under HUD programs

AND the total amount of assistance exceeds **$200,000** of housing and community development financial assistance.

For projects funded with Lead Hazard Control and Healthy Homes funding, Section 3 applies to projects that exceed **$100,000**.

Benchmarks

- Twenty-five (25%) or more of the total number of labor hours on a Section 3 project are from Section 3 Workers.
- Five percent (5%) or more of the total number of labor hours on a Section 3 project are from Targeted Section 3 Workers.
- If a contractor is unable to meet the benchmark, they must report on qualitative efforts made such as:
    - Outreach efforts
    - Job Fairs
    - Providing Technical Assistance to help applicants compete for jobs
    - Provide Training and Apprenticeship Opportunities, etc.
    - **Required by City of Dayton:** Notifying local housing authority and work site postage (templates for these efforts can be provided).

Any efforts made will need to be clearly documented and evidence will need to be provided to the Section 3 Coordinator.

Reporting Requirements

Contractors working on Section 3 applicable projects are required to submit monthly reports (if awarded the form will be provided to you, as well as a Requirements Guide) that include:

- Company Information
- Employee Information
- Reporting of Labor Hours
- Qualitative Efforts Made

Annual reports are also required to track the project's overall performance and compliance. The annual reports will be reported to HUD.

Section 3 Coordinator

The City of Dayton's Section 3 Coordinator is Jordan Bereda. Subrecipients, Contractors, Subcontractors and others are encouraged to reach out via email with any questions or concerns regarding Section 3.

Jordan Bereda, Community Development Specialist 1: Jordan.Bereda@daytonohio.gov

DAYTON

EXHIBIT E- HUD SECTION 3 REQUIREMENTS (SAMPLE)

Section 3 Monthly Reporting Form

	A	B
1	**After completion, please save the file as "Project Name-Date-Section 3-Reporting" and send it to Jordan.Bereda@daytonohio.gov.**	
2	**Company Information**	
3	**Name of Project**	
4	**Funding Source(s)**	
5	**CT/Encumbrance**	
6	**Reporting Period (Month and Year)**	
7	**Contractor Name**	
8	**Contractor Address**	
9	**Contractor Phone #**	
10	**Contractor Email**	
11	**Is the business a MBE or WBE? Y/N, please list which/both**	
12	**Section 3 Business Concern (Yes/No)**	
13	**Type of Business (Corporation, Partnership, Sole Proprietorship, Joint Venture)**	
14	By signing below, I certify that the information in this document is true to the best of my knowledge. This information will be used to ensure compliance with the Department of Housing and Urban Development Section 3 requirements.	
15		
16		
17		

	A	B	C	D	E	F	G	H	I	J
1	Section 3 Worker/Targeted Worker Information									
2	Section 3 Business Concern?			Yes		No				
3	Employee Name	Are they a Section 3 Worker? (Y/N)	Are they a Targeted Section 3 Worker? (Y/N)	Phone #	Job Classification	Hire Date	Last Day of Work	Hourly Rate ($)	# of Hrs worked during reporting period	
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31	Cumulative Project Labor Hours:								0.00	
32										
33										

DAYTON

EXHIBIT E- HUD SECTION 3 REQUIREMENTS (SAMPLE)

	A	B	C	D	E
1	Section 3 Hours Report				
2		Hours*	Calculated Percentage	Safe Harbor Benchmarks	Benchmark Met (Y/N)
3	Total Labor Hours worked for project (include both Section 3 and non-Section 3 worker hours)				
4	Section 3 Worker Hours for project			0.25	Yes
5	Section 3 Targeted Worker Hours for project			0.05	Yes
6		*Supporting documents such as, salary-based or time and attendance-based records may be requested to ensure accuracy*			
7	Reporting Period (Month/Year):				
8					

	A	B	C	D	E
1	If Section 3 labor hour benchmarks (Safe Harbor benchmarks) are not met, please provide description of your best efforts at hiring Section 3 workers and Section 3 targeted workers. **Please also include evidence of your efforts when submitting this report.**				
2	Put an X next to all that apply	Qualitative Effort	# of Section 3 workers reached	# of targeted Section 3 workers reached	
3		Engaged in outreach efforts (such as, outreach meetings, post flyers in public areas, job advertisement in paper or tv or radio, and host or attend job fairs.			
4		Postage at work site in conspicuous places where both employees and applicants for training and employment positions can see the notice.			
5		Sent a notice to local Housing Authority alerting them of job opportunities (Greater Dayton Premier Management (GDPM) for City of Dayton).			
6		Provided training or apprenticeship opportunities.			
7		Other, Please list below:			
8					
9					
10					
11					

EXHIBIT E- HUD SECTION 3 REQUIREMENTS (SAMPLE)

Section 3 Business Concern Certification Form

The Section 3 Business Certification Form should be completed for a business seeking Section 3 status and preference for contracting opportunities. Supporting documentation may be requested to confirm Section 3 business status. For list of registered workers and businesses in the Dayton area please email the Section 3 Coordinator at Jordan.Bereda@daytonohio.gov.

INSTRUCTIONS

Enter the following information and select the criteria that applies to your business to certify your Section 3 Business Concern status. Please submit this document to Jordan Bereda via email at Jordan.Bereda@daytonohio.gov. *Please note: To maintain Section 3 Business Concern status this form will need to be submitted annually.*

Section 3 Business Certification Form					
Business Name					
Business Address					
City		**State**		**Zip Code**	
Name of Business Owner					
Telephone Number of Business Owner					
Email Address of Business Owner					
Website Address					

Type of Business (select from the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Name of Preferred Contact	
Phone Number of Preferred Contact	

Select ONE of the Section 3 business qualifying definitions below as documented by company records within the last six-month period. **Supporting documents may be required to confirm status.*

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons. *(Persons making less than $49,850 qualify)*

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (*persons making less than $49,850 during previous or annualized calendar year, employed by a Section 3 Business Concern, or A YouthBuild participant*).

Business Concern Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 Business Concerns and report false information to the City of Dayton may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name			
Signature		**Date**	

DAYTON

EXHIBIT E- HUD SECTION 3 REQUIREMENTS (SAMPLE)

FORMS:

Section 3 Worker and Targeted Section 3 Worker Certification Form

The Section 3 Worker Certification is used to determine an individual's Section 3 status. It should be completed by:

1. Residents seeking status as a Section 3 Worker or Targeted Section 3 Worker;
2. Workers (or contractors on behalf of workers) working on City of Dayton projects to determine Section 3 status;
3. Workers employed by a business seeking Section 3 Business certification.

For a list of registered workers and businesses in the Dayton area please email the Section 3 Coordinator at Jordan.Bereda@daytonohio.gov.

This form is not required as a condition of employment and may be completed by the worker or employer.

INSTRUCTIONS

Enter/select the appropriate information to confirm Section 3 Worker or Targeted Section 3 Worker status. Please submit this document to Jordan Bereda via email at Jordan.Bereda@daytonohio.gov.

Section 3 Worker/Targeted Section 3 Worker Certification Form							
Name							
Address							
City		**County**		**State**		**Zip Code**	
Telephone Number		**Email**					

Contractor Name	
Section 3 Business	☐ Yes ☐ No
Worker's Hire Date	

ANNUAL INCOME

☐ I certify that I make (or when hired within the past five years made) less than $49,850.

WORKER/RESIDENT STATUS

Select which statement applies to you and list dates as needed.

☐ Current or former YouthBuild participant — If former, what month and year were you last a participant?

☐ Are you a current resident of the City of Dayton?

☐ Are you living within one mile of the service area or the neighborhood of the project?

SECTION 3 WORKER STATUS

Are you certifying as a Section 3 Worker or a Targeted Section 3 Worker?

☐ Section 3 Worker ☐ Targeted Section 3 Worker

This form was completed by the: ☐ Worker ☐ Employer

I affirm and hereby certify, under penalty of the law, that the information completed within this document is true and accurate to the best of my knowledge and belief.

Name	
Signature	
Date	

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-026PND
September 2025

ATTACHMENT 1 – PRICING SCHEDULE

No.	Item Description	Measure	Bid
1	Mobilization (Set-Up, Permits, Etc.)	Per Structure	
2	Stucco	Per Square Foot	
3	Duct Wrap	Per Square Foot	
4	Duct Tape	Per Linear Foot	
5	Millboard	Square foot	
6	Transite (Panels, Siding, or Board)	Square foot	
7	Plaster	Square foot	
8	Plaster W/Debris	Square foot	
9	Surfacing Materials	Per Square Foot	
10	Sprayed-on Fireproofing	Square foot	
11	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square foot	
12	Soft/Decorative Plaster (all layers including substrate if necessary)	Square foot	
13	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers including substrate if necessary)	Square foot	
14	Drywall/Mud compound	Square foot	
15	Thermal System Insulation (TSI) Straight Pip <6-inch diameter	Linear foot	
16	TSI straight Pipe > 6-to-12-inch diameter	Linear foot	
17	TSI Straight Pipe > 12-inch diameter	Linear foot	
18	TSI Mud Fitting < 6-inch diameter	Each	
19	TSI Mud Fitting < 6-to-12-inch diameter	Each	
20	TSI Mud Fitting > 12-inch diameter	Each	
21	TSI Elbows/Joints	Each	
22	Duct Insulation (cloth or paper)	Square foot	
23	Duct Insulation (fiberglass with ACM seam mud)	Square foot	
24	Undercoated Sink	Each	
25	Floor Tile Only (any size)	Square foot	
26	Floor Tile and Mastic (any size, any mastic type)	Square foot	
27	Ceiling Tile	Square foot	
28	Linoleum/ Resilient Sheeting	Square foot	
29	Linoleum/Resilient Sheeting and Mastic (any type)	Square foot	
30	Window with associated caulk and/or glazing (any size including frame)	Each	
31	Furnace, boiler, or tank insulation (mud and jacket)	Square foot	

32	Glue, behind paneling, drywall, etc, on wood or concrete Abatement or complete removal with substrate	Square foot	
33	Glued-on ceiling tiles (any size) and glue pods	Square foot	
34	Construction Adhesives/ other glue pods	Square foot	
35	Cove Base	Square foot	
36	Vermiculite Insulation (Wall/Drywall)	Cubic Yard	
37	Misc. Asbestos Debris (any type, total quantity)	Cubic Foot	
38	Transite/ asbestos utility piping (any size)	Linear foot	
39	Transite Roofing Materials	Per Square Foot	
40	Transite Flue Pipe	Per Linear Foot	
41	Transite Ductwork	Per Linear Foot	
42	Heat Shield (Vent)	Each	
43	Heat Shield (Used as Fire Barrier)	Square foot	
44	Vermiculite	Square foot	
45	Vermiculite w/ Debris	Square foot	
46	Vapor Paper	Square foot	
47	Wallboard	Square foot	
48	Interior Caulk	Linear foot	
49	Blown in Insulation	Square foot	
50	Fiberglass Insulation	Square foot	
51	Mobilization for Additional Environmental Abatement	Per Event	
52	ACM not listed above - Price agreed upon by Project Manager and Remediation Contractor	TBD	TBD

DAYTON

Department of Planning,
Neighborhoods & Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333 3670 / Fax (937) 333 4281
www.daytonohio.gov

TO: Proposers on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

FROM: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development

SUBJECT: ADDENDUM 1 – Questions & Answers from Pre-Proposal Meeting

The City of Dayton has received questions relating to our on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

This purpose of Addendum 1 is to post all questions and answers received during the Pre-Proposal meeting held on September 25, 2025.

The following are the questions with answers for this RFP No. 25-026PND. Please consider this document in preparation of your proposal response. In the answers to these questions, the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice shall be included with your company's response to this document. Please submit proposals to the best of your company's abilities.

_____ _____
(Print Name) (Date)

_____ _____
(Signature) (Company Name)

Sincerely,

Kevin Powell
Budget & Grants Supervisor
Department of Planning, Neighborhoods & Development

CITY OF DAYTON
REQUEST FOR PROPOSAL RFP No. 25-026PND –
CDBG Residential Asbestos Abatement & Remediation Services
September 26, 2025

Q1. "Did you… did I understand you right that you said that there would be approximately 90 to 100 structures that this contract is under?"
A1. Yes. The contract is expected to cover approximately 90 to 100 residential structures, depending on demolition costs.

Q2. "Are you going to stick with the same as in the past? You're only looking to have category two and regulated materials removed?"
A2. Primarily, yes. The focus is on Category II and regulated materials. However, some exceptions may apply where remediation is needed (e.g., mastic or floor tile on concrete intended for recycling).

Q3. "Is the transite duct work… the duct work under the concrete slab?"
A3. Yes, transite duct work can include below-slab conditions. If found, the demolition contractor will assist remediation, and it will be handled as a change order.

Q4. "On the EPA notifications… are we listing the demo contractor on our notification, or are they doing their own?"
A4. The demolition contractor will file their own notifications. Abatement contractors must also follow applicable law, including the standard 10-business-day waiting period.

Q5. "When calculating the pricing per unit, are we supposed to use our hourly rate, or is this a prevailing wage rate project?"
A5. This is a CDBG project and prevailing wage does not apply. The applicable requirement is the City's Living Wage Ordinance.

Q6. "Since this is a prevailing wage project, do you require certified payroll?"
A6. Correction: Prevailing wage does not apply. Certified payroll is not required. Contractors must comply with the Living Wage Ordinance.

Q7. "What will be the award criteria in evaluating the unit pricing?"
A7. Proposals are scored using a cost formula based on the lowest responsive bid, applied across all 51 line items. The lowest total cost proposal receives the maximum points; others are scored proportionally.

Q8. "On that unit price schedule, I don't see a way where we can be compensated for the notifications and the quantity fees for that. Is that something maybe you could think about adding as a unit price?"
A8. Setup, permits, and notifications are included under Item 1 – Mobilization Fee on the pricing schedule.

Q9. "Are the properties going to be cleaned out prior to abatement?"
A9. Generally, no. Exceptions may be made for extreme conditions (e.g., hoarder houses).

Q10. "Are there fire-burn structures or unsafe structures on this too?"
A10. Properties with minimal fire damage may be included if surveys can be performed. Unsafe structures that cannot be safely remediated will not be included.

Q11. "What about the outside of these properties… trees and shrubs blocking access to siding?"
A11. A separate contract will clear vegetation or obstacles as needed to make materials accessible.

Q12. "Do these projects have electric and water?"
A12. No. Utilities (electric, water, gas) are disconnected prior to demolition and abatement.

Q13. "Am I to assume that these are all residential homes?"
A13. Yes. Only residential properties are included. No commercial structures will be part of this contract.

Q14. "Is there going to be a bonding requirement on this project?"
A14. There is no bid bond is required. The RFP includes bid bond language as a standard requirement. However, this language does not apply to demolition under this project. Insurance coverage, as outlined in the RFP, is sufficient. Performance and payment bonds will still apply after award, consistent with CDBG/HUD requirements.

Q15. "Is the federal grant for both the demo and the abatement, or is it separate for each?"
A15. Both demolition and abatement activities are funded through the same CDBG grant source.

Q16. "I just looked at the ordinance for the code for the living wage, and it says $35.71."
A16. That is not correct. The City's Living Wage is calculated based on federal poverty guidelines:
- $15.46/hour for employees offered single-coverage healthcare within 90 days, or
- $18.55/hour for employees without such coverage.

Q17. "What is the contract amount?"
A17. The contract amount is $750,000.00.

Q18. "Is there going to be multiple contractors selected for this RFP?"
A18. No. This project will be awarded to one contractor.

Q19. Will the City provide information to the living wage requirements in the Addendum?
A19. Yes. We can provide link through the URL listing Payment of Living Wages (Sections 35.70–35.74) — City of Dayton's Code of Ordinance 30829-09:

https://library.municode.com/OH/Dayton/CODES/Code_of_Ordinances?nodeId=TITIIIAD_CH35CO_DIV7PALIWA

DAYTON

Department of Planning,
Neighborhoods & Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

TO: Proposers on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

FROM: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development

SUBJECT: ADDENDUM 2 – Questions & Answers from E-mail Communications

The City of Dayton has received questions relating to our on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

This purpose of Addendum 2 is to post all questions and answers received from email communications PNDBids@daytonohio.gov.

The following are the questions with answers for this RFP No. 25-026PND. Please consider this document in preparation of your proposal response. In the answers to these questions, the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice shall be included with your company's response to this document. Please submit proposals to the best of your company's abilities.

_____ _____
(Print Name) (Date)

_____ _____
(Signature) (Company Name)

Sincerely,

Kevin Powell
Budget & Grants Supervisor
Department of Planning, Neighborhoods & Development

CITY OF DAYTON
REQUEST FOR PROPOSAL RFP No. 25-026PND –
CDBG Residential Asbestos Abatement & Remediation Services
October 10, 2025

Q1. Can you please define the difference between item no. 42 (Heat shield – vent) and item no. 43 (Heat shield – used as fire barrier)?

A1. Item No. 42 – Heat Shield (Vent) refers to asbestos-containing material commonly found around furnace flues, boiler vents, or duct penetrations where heat shielding is used to protect adjacent surfaces from high temperatures.

Item No. 43 – Heat Shield (Used as Fire Barrier) refers to asbestos-containing fire barrier panels or sheets installed between combustible materials or building elements (e.g., between a furnace room and framing). These are typically flat panels or sheets used structurally as barriers rather than as vent insulation.

Q2. What is the difference between item no. 36 (Vermiculite Insulation – measured in cubic yard), item no. 44 (Vermiculite – measured in square foot), and item no. 45 (Vermiculite with Debris – measured in square foot)? Why are the measurement units different?

A2. Item No. 36 – Vermiculite Insulation (Cubic Yard) applies to loose-fill attic or wall-cavity vermiculite insulation, which is removed by volume since it is not bound to a surface and must be vacuumed or bagged.

Item No. 44 – Vermiculite (Square Foot) applies to surface-applied vermiculite material, such as a thin troweled layer or sprayed-on coating over substrates. It is measured by area (sq. ft.) because it is adhered and removed in sheets or sections.

Item No. 45 – Vermiculite with Debris (Square Foot) applies to surface vermiculite that has mixed with structural debris, plaster, or other materials during deterioration or partial demolition. The square foot measurement allows for field estimation of affected surface area rather than volume. Measurement units differ to reflect the removal approach: cubic yards for loose-fill material (volume-based) and square feet for adhered or contaminated surface applications (area-based).

Q3. One more clarification needed, on item no. 37 (Misc. Asbestos Debris – any type, total quantity). What is the type of job that would require this item? Is it for whole hauls or fire-burn structures?

A3. Item No. 37 – Miscellaneous Asbestos Debris (any type, total quantity) applies to residual asbestos-containing materials and debris that do not fit neatly into another defined line item. This may include mixed or fragmented ACM discovered during cleanup, small isolated sections of insulation, pipe wrap, siding, or mastic that become dislodged during demolition preparation or remediation.
It is not intended for entire structure hauls or full fire-burn debris removal, but rather for situations where limited quantities of asbestos-containing debris must be removed, containerized, and disposed of in accordance with regulatory requirements. Fire-damaged structures containing

friable ACM would still be itemized under the specific material type (e.g., siding, insulation, or transite) rather than this miscellaneous category.

Q4. During the Zoom pre-bid meeting it was mentioned that bids must be submitted with a 5% bid bond. Would you confirm that is correct and forward the proper bid bond form?

A4. There is no bid bond required for this RFP. Please refer to Addendum 1, Answer A14, which clarifies this matter.

For reference, Addendum 1, A14 states:

> "There is no bid bond required. The RFP includes bid bond language as a standard requirement. However, this language does not apply to demolition under this project. Insurance coverage, as outlined in the RFP, is sufficient. Performance and payment bonds will still apply after award, consistent with CDBG/HUD requirements."

Ohio Technical Services, Inc.

* HUBZone Certified
* EDGE Certified
* Small Business Concern

October 14, 2025

City of Dayton Ohio
Department of Planning, Neighborhoods & Development
Division of Housing & Inspections

Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services

Re: REQUEST FOR PROPOSALS (RFP) No. 25-026PND
Proposal Response as per Section 2

Dear Madam or Sir:

Ohio Technical Services, Inc. employs workers that meet the definition of Section 3 workers as identified in Exhibit E- HUD SECTION 3 REQUIREMENTS. Our company can meet the required benchmark of Twenty-five (25%) or more of the total number of labor hours on this section 3 project.

Ohio Technical Services, Inc. currently can not meet the benchmark of Five Percent (5%) or more of the total number of labor hours are from Targeted Section 3 Workers. Our workers do not meet the definition of Targeted Section 3 Workers. Each worker participating in an asbestos abatement project must possess a valid asbestos work license from Ohio EPA. Ohio Technical Services, Inc. is bound by this requirement to utilize asbestos workers that are licensed by the Ohio EPA. Ohio Technical Services, Inc., does not employ any workers that are a Youthbuild participant.

Respectfully,

Brian Hatfield, President

cc: file

2829 Jackson Pike
Grove City, Ohio 43123
www.ohiotechserv.com

Phone: 614-372-0829
Toll Free: 800-686-9959
Fax: 614-372-0933

Sample

Ohio Technical Services, Inc.
Asbestos Abatement Work Plan
For
Fidelity Development Group
211 South Main Street
Dayton Ohio 45402

Ohio Technical Services, Inc.
2829 Jacksom Pike
Grove City, OH 43123

April 24, 2020

Asbestos Abatement Work Plan developed by:

_____ _____

Brian Hatfield
President
Asbestos Hazard Abatement Project Designer PD60770

Date

Introduction

Scope

This Asbestos Abatement Work Plan (AAWP) sets forth the scope of work, the accepted work practices, and the operational procedures for asbestos abatement activities to be completed by Ohio Technical Services, Inc. at 211 South Main Street Dayton Ohio. This plan covers the manner in which asbestos abatement activities shall be performed.

Purpose

The purpose of this AAWP in its most fundamental terms is to provide safety and protection of all workers who are associated with the abatement of asbestos and asbestos containing materials and whose primary job function requires them to work in an environment where there is the presence of airborne contaminants; additionally, it outlines the procedures that will ensure protection of the public health.

Exceptions and Changes

Exceptions to this program may only be granted by the Project Designer at Ohio Technical Services, Inc. or his designee charged with responsibility to oversee and maintain this plan. Any exceptions that may violate or not meet the rules and regulations of a regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program. Exceptions to this document may be considered for addition following a detailed written description which must approved by the company, president, compliance officer, corporate projects administrator and the appropriate, state and/or federal regulating body, if necessary.

Project Scope

The asbestos abatement Scope of Work for the Project known as Fidelity Development Group project located at 211 South Main Street, Dayton, Ohio 45402 has been identified as the removal of the following materials:

Identified work Areas:

Three-story addition- roof area
Decontamination of approximately 1,750 square feet of roof area (top of three-story) addition. There is building debris co-mingled with asbestos containing debris scattered across the roof area.

Parking lot with open top roll-off dumpster
Decontaminate parking lot area of visible debris. Decontaminate the current 30-yard roll-off container of contaminated construction debris by off-loading and transferring materials into a sealed leak tight container to be managed and disposed of as RACM.

Construction chute (exterior of building floors 1-12)
Decontaminate construction chute (exterior of building) floors 1-12 approximately 150 linear feet so construction chute can be removed by scaffolding company.

License Requirements

All personnel involved in the removal of the asbestos containing material from 211 South Main Street Dayton Ohio project are licensed and certified by the Ohio EPA.

Sampling Requirements

Personnel air monitoring will be conducted daily by Ohio Technical Services, Inc. in accordance with the OSHA regulations established for Class I and II work activities.

Personal air samples once completed will be shipped and analyzed by Triangle Environmental Service Center, Inc. located in Midlothian, VA 23112. All reports will be included in our final close out documents to Fidelity Development Group upon project completion.

Regulatory

All asbestos hazard abatement activities will be completed in accordance with all the applicable federal, state, and local asbestos regulations.

Definitions

accessible-referring to ACM meaning that the material is subject to disturbance by building occupants or maintenance personnel during the course of their normal activities.

accredited or accreditation-a person or laboratory that is accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

air erosion-the passage of air over friable ACM which may result in the release of asbestos fibers.

asbestos-the asbestiform varieties of: Chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonitegrunerite); anthophyllite; tremolite; and actinolite.

asbestos containing material (ACM)-referring to materials that contain more than 1 percent asbestos.

asbestos containing building materials (ACBM)-surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior parts of a building.

asbestos debris-pieces of ACM that can be identified by color, texture, or composition, or means of dust if the dust is determined by an accredited inspector to be ACM.

authorized person-any person authorized by the employer and required by work duties to be present in regulated work areas.

certified industrial hygienist (CIH)-means one certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.

Class I asbestos work-means activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work-means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work-means repair and maintenance operations, where "ACM" including thermal system insulation and surfacing material, is likely to be disturbed.

Class IV asbestos work-means maintenance and custodial activities during which employees. contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

clean room-an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment

competent person-one who is capable of identifying existing asbestos, tremolite, anthophyrnte, or actinolite hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them as specified in 29 CFR 1926.32 (f).

critical barrier-means one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

Damaged friable miscellaneous ACM-friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber cohesion qualities. Such damage or deterioration may be demonstrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged friable surfacing ACM-friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lack fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged or significantly damaged thermal system insulation ACM-thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or part, is crushed, water stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges, or other signs of physical injury to ACM; occasional water damage to the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

decontamination area-an enclosed area adjacent and connected to the regulated area consisting of an equipment room, a shower area, and a clean room, which is used for the decontamination of workers, materials, and equipment contaminated with asbestos, tremolite, anthophyrnte, actinolite.

demolition-the wrecking or taking out of any load supporting structural member and any related razing, removing, or stripping of asbestos, tremolite, anthophyllite, actinolite products.

employee exposure-that exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials, that would occur if the employee were not using respiratory protective equipment.

encapsulation-the treatment of ACM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).

enclosure-an airtight impermeable, permanent barrier around ACM to prevent the release of asbestos fibers into the air.

equipment room (change room)-a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

excursion limit-1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by NIOSH 7400.

fiber-a particulate form of asbestos, tremolite, anthophyllite, or actinolite, 5 micrometers or longer, with a length-diameter ratio of at least 3 to 1.

fiber release episode-any uncontrolled or unintentional disturbance of ACBM resulting in visible emission.

friable-refers to a material that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

functional space-a room, a group of rooms, or a homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above).

glove bag-means an impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

high-efficiency particulate air (HEPA)-a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 in diameter or larger.

homogeneous area-an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

miscellaneous ACM-miscellaneous material that is ACM in a building.

miscellaneous material-interior building material on structural components, structural members, or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

negative initial exposure assessment-means a demonstration by the employer that employee exposure during an operation is expected to be consistently below the PELs.

nonfriable-material that when dry may not be crumbled, pulverized, or reduced to powder by hand pressure.

permissible exposure limit-airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by NIOSH 7400.

presumed asbestos containing material (PACM)-means thermal system insulation and surfacing material found in buildings constructed no later than 1980.

preventive measures-actions taken to reduce disturbance of ACBM or otherwise eliminate the reasonable likelihood of the materials becoming damaged or significantly damaged.

project designer-means a person who has successfully completed the training requirements for an abatement project designer established by 40 U.S.C. § 763.90(g).

regulated area-an area established by the employer to demonstrate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

removal-taking out or stripping of PACM or ACM.

renovation-the modifying of any existing structure or portion thereof, where exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials may result.

repair-returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.

response action-a method including removal, encapsulation, enclosure, repair, operations, and maintenance, that protects human health and the environment from friable ACM.

routine maintenance area-an area such as a boiler room or a mechanical room, that is not normally frequented by building occupants, and in which maintenance employees or contract workers regularly conduct maintenance activities.

significantly damaged friable miscellaneous ACM-damaged friable miscellaneous ACM where the damage is extensive and severe.

significantly damaged friable surfacing ACM-damaged surfacing ACM in a functional space where the damage is extensive and severe.

surfacing ACM-surfacing material that is ACM.

surfacing material-material that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

thermal system insulation-material applied to pipes, fittings, boilers, breeching, tanks, duct, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

thermal system insulation ACM-thermal system insulation that is ACM.

tremolite, anthophyllite and actinolite-the non-asbestos form of these minerals, and these minerals, and any of these minerals that have been chemically treated and/or altered.

vibration-the periodic motion of friable ACBM which may result in the release of asbestos fibers.

Worksite Containment- Regulated Areas

Before any abatement activity, the work area must be prepared by carrying out several steps. These steps will ensure that the materials and equipment in the work area are protected from contamination by asbestos fibers and/or dust contamination.

The order of these steps as listed herein is the suggested order of sequence but may be changed in sequence as the situation and work activity requires:

All areas of scheduled abatement activity shall be demarcated by the posting and placement of warning signs and markers. Barrier tape may also be used to section off an area that will be used for support activity functions or for the general visible sign of restriction of access to unauthorized persons.

Access to the regulated work area shall be limited to authorized persons and to persons authorized by the Act or regulations that are issued.

All persons entering the demarcated work area shall be supplied with the appropriate respirator (1/2 face APR minimum with P-100 particulate filters) and disposable body suits sufficient to protect for the class II work being performed. All persons entering the work area must be trained in OSHA standard 29 CFR 1910.134, and present the necessary license and certifications from the Ohio EPA to participate in an asbestos abatement removal project.

Ohio Technical Services, Inc. shall ensure that no eating, drinking, smoking, chewing tobacco, gum, or apply cosmetics within the demarcated work area.

Removal Procedures

The next sections of this manual cover the recommended removal practices and procedures for the removal of asbestos containing materials (various) from 211 South Main Street, Dayton Ohio 45402.

Decontamination of Three-story addition- roof area

Establish a regulated work area on the roof of the three-story addition approximately 1,750 square feet with appropriate signs, demarcation tape and engineering controls. Perform cleaning activities by adequately wetting (amended water) larger pieces of debris and hand-picking larger pieces of debris and place in two 6-mil polyethylene bags for disposal. Remaining debris will be cleaned using HEPA vacuums and wet methods repeatedly. Scaffolding or other metals pieces staged on the roof will be misted with amended water followed by wet wiping until surfaces are clean without any visible dust or debris. Upon completion of cleaning activities all asbestos bags of waste will be lowered to the ground level at the parking lot then loaded into a sealed leak-tight container for disposal at an EPA approved landfill.

Parking lot / open top roll-off dumpster

Establish a regulated work area in the parking lot with current 30-yard roll-off container filled with (contaminated debris) with appropriate signs, demarcation tape and engineering controls. Place a second empty open top roll-off container inside the regulated work area. The empty roll-off container will be doubled lined with 6-mil polyethylene sheeting to serve as leak tight, secure, asbestos waste dumpster.

OTS will adequately wet all debris (amended water) with misters or water-hoses that is currently on site in the open top roll-off container. All construction materials inside the roll-off container is considered contaminated with asbestos and will be manually removed and placed inside the second (double lined) roll-off container (leak tight) and managed and disposed of as RACM. The original open top 30-yard roll-off container will decontaminated by using HEPA vacuums and wet methods.

OTS will perform decontamination / cleaning activities in the parking lot area by adequately wetting (amended water) larger pieces of debris and hand-picking larger pieces of debris and place in two 6-mil polyethylene bags for disposal or direct placement into the double lined asbestos dumpster . Remaining debris will be cleaned using HEPA vacuums and wet methods repeatedly. Larger portions of the parking lot may be cleaned using low pressure power washers and absorbent to soak up standing waters with contaminated debris. All contaminated absorbent will be double bagged and disposed of as asbestos containing waste.

Construction chute (exterior of building floors 1-12)

Establish a regulated work area in the parking lot surrounding the base of the construction chute with appropriate signs, demarcation tape and engineering controls. OTS will construct a decontamination pool at the base of the construction chute large enough to accommodate individual sections of the construction chute as it is dismantled. Prior to dismantlement (by others) OTS will mist water starting at the top of the construction chute to rinse any loose debris from inside the chute into the decontamination pool. During dismantlement OTS will spray and wet-wipe individual sections of the construction chute that display visible contamination. Upon completion each section of construction chute will be staged outside the decontamination pool on a 6-mil layer of polyethylene sheeting until loaded for transport. The construction chute will be loaded at the end of the project once the regulated work area has been removed. All water collected in the decontamination pool from cleaning activites will be filtered through a 5 micron filter and disposed off accordingly.

Decontamination Procedures

Establishing a Remote Decontamination Unit

A typical remote decontamination unit consists of three rooms or sections, a clean or changing room, a shower room, and an equipment room, each separated by a sheet polyethylene flapped doorway. For the project at 211 South Main Street in Dayton Ohio a decontamination unit will be connected to the perspective regulated work area where workers can enter and exit the regulated work area. This room is constructed with 6 mil polyethylene sheeting.

Cleanup and Teardown Procedures

A successful cleanup requires the proper scheduling of events and the attention to detail. Any item overlooked may result in a complete re-cleaning of the area. Procedures for the cleanup may vary depending on the materials removed and the locations.

Cleanup During Removal

Cleaning should begin as the abatement begins. Workers should remove accumulated debris as it is taken down. The bagging of bulk material while still damp is the best practice. Additionally, workers performing the bagging and general cleanup should use HEPA vacuums to clean up all miscellaneous debris on a continuing basis. This action will reduce final cleanup times.

Cleaning

Perform a cleaning of all surfaces in the work area where asbestos containing materials have been removed.

Visual Inspection

Perform a complete and detailed visual inspection of the entire work area, including: each building worked and all regulated areas. Special attention should be given to behind and under areas where polyethylene sheeting was utilized as a drop cloth.

Equipment Load-Out

All remaining materials, equipment, and debris from the work activity shall be removed.

Removal of Signs and Labels

At the end of the project all signs shall be removed, and all barrier tape and other cautionary warning devices shall be taken from the area, restoring the area to its original

Asbestos Containing Materials – Waste Handling and Disposal procedures

At the end of the project all signs shall be removed, and all barrier tape and other cautionary warning devices shall be taken from the area, restoring the area to its original appearance. All asbestos containing waste material once bagged and labeled will then be placed onto pull carts or dump carts and taken to the transporters sealed container on site. Any container designated to transport the asbestos containing waste materials will be "lined" with two (2) layers of 6- mil polyethylene plastic prior to any bags of asbestos containing waste materials being placed inside for transport and disposal. **All asbestos containing materials will be removed, transported, and disposed of in accordance with all applicable federal and state requirements**. Each load of asbestos waste material will be manifested by utilizing a proper waste disposal manifest which records the following information.

- Name, address, and telephone number of the waste generator
- Name and address of the local, State, or EPA Regional agency responsible for administering the asbestos NESHAP program.
- The quantity of asbestos –containing waste material in cubic yards, or cubic meters
- Name and physical site location of the disposal site
- Date transported
- Name, address, and telephone number of the transporter(s)
- Certification that the waste was properly classified, packed, marked, labeled, and transported.

Each waste disposal manifest will be signed by the landfill owner or operator at the designated time of disposal of asbestos containing waste material. The landfill owner or operator is required by NESHAP to send a signed copy of the waste disposal manifest back to the generator within 35 days of the date the waste was accepted by the initial waste transporter.

Closeout

The final activity to perform is to present the owner a closeout of completion of the project. This closeout and all the documentation to be presented to the owner shall be bound for inclusion in their records. This time will also be used for a review of the entire project and to address any issues that remain.

Ohio Technical Services Inc
Job Equipment List

Project / Project Number: _____

	Date:	Out	Return	Supervisor Initials	Total
Equipment					
	Airless Sprayer				
	AFD's - Large				
	AFD's - Small				
	Air Scrubber				
	Blower				
	Carpet Cleaning Machine				
	Dehumidifier				
	Electric Floor Grinder (Green)				
	Floor Buffer				
	HEPA Vacuum Large				
	HEPA Vacuum Small (5 gal.)				
	Shop Vac				
	Electrical Panel Board				
	Extension Cords				
	GFCI				
	Halogen Light				
	String Lights				
	Three Way Y-Splitter				
	Manometer (Electric)				
	Manometer (Liquid)				
	High Volume Pump				
	Sump Pump				
	Shower - Metal				
	Shower - Popup w/ poles				
	Shower Pump & Filters				
	Hot Water Heater				
	Water - Hose				
	Water (Small Tank)				
	Water (Large Tank)				
Implements					
	Ax				
	Crow Bar - Large				
	Crow Bar - Small				
	Rake				
	Shovel				
	Shovel - Roofing				
	Shovel - Scoop				
	Sledge Hammer				
	Spud Bar				
	Mutt Bars				
	"T" Bars				
	Doodlebug handles				

Date:				
	Out	Return	Supervisor Initials	Total
Broom - Kitchen				
Broom - Push				
Mop Handle				
Mop Bucket				
Dump Cart - Large				
Dump Cart - Small				
Gang Box				
Generator				
Gas Can				
Heater - torpedo				
Kerosene Can				
Ladders - 6 foot				
Ladders - 8 foot				
Ladders - 10 foot				
Ladders - 12 foot				
Ladder - Extension				
Roof Cart				
Scaffolding - Baker				
Scaffolding - Bucks				
Scaffolding Planks				
Wheel Barrels				
Hand Tools				
Bolt Cutter				
Carpet Pullers				
Hammer				
Hatchets				
Razor Scraper (Large)				
Razor Scraper (Small)				
Sledge Hammer - 5 lb				
Stapler P-22/P-35				
Stapler T-50				
Tin Snips				
5-in-1				
Wonder Bars				
Utility Knife				
Welding Goggles / Gloves				
Welding Torches				
Power Tools				
Circular Saw				
Demo Hammer				
Drill - Corded				
Drill - Cordless				
Drill - Hammer				
Grinder				
Heat Gun				
Jigsaw				
Needle Gun				
Palm Sander				
Saw All				

		Date:				
			Out	Return	Supervisor Initials	Total
PPE						
	Fire Extinguisher					
	First Aid Kit					
	Hard Hat					
	Hearing Protection					
	OSHA Poster					
	PAPR (mask, battery, charger)					
	Rubber Boots					
	Safety Belts/Lanyards					
	Safety Glasses					

Sample

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 1: General Information
Division of Air Pollution Control

Work on projects cannot begin until 10 working days after a COMPLETE original notification form, **including payment**, is submitted to Ohio EPA. The Ohio EPA Asbestos Website has form instructions, a fee calculation worksheet, and links for online form and payment submission through eBusiness Center. Questions? asbestos@epa.ohio.gov or 614-466-0061

Ohio EPA Use Only	Notification #:231803	Postmarked:	Received: 9/29/2025	☐Hand-Delivered

1. Notification Information (Check all that apply)

☐Original	☒Revision # (count): 10	☒Installation	☐Emergency	☐Annual	☐ Cancellation	Project County: MONTGOMERY
☐ NESHAP Residential Exemption						

2. Owner, Asbestos Abatement Contractor, Billing, and Fire Department Information **Revised?**☐

Owner

Name: City of Dayton		Is this a company? ☒ Yes
Address: 371 W. 2nd St.,	Contact Person: Ken Jackson	
City: Dayton	State: OHIO	Zip: 45402
Email: ken.jackson@daytonohio.gov	Phone: (937) 333-3923	Fax: (937) 333-3982

Asbestos Abatement Contractor (if applicable)

Name: Ohio Technical Services, Inc.	License #: AC1739	Expiration Date: 4/6/2026
Address: 2829 Jackson Pike,	Contact Person: Brian Hatfield	
City: Grove City	State: OHIO	Zip:43123
Email: bhatfield@ohiotechserv.com	Phone: (614) 372-0829	Fax: (614) 372-0933

Billing Contact (Entity paying for original notification)

Is this contact associated with the ☐Owner, ☒Asbestos Abatement Contractor, or ☐Demolition Contractor (if not installation)?		
Address: 2829 Jackson Pike,	Contact Person: Shawna Stinnett	
City: Grove City	State: OHIO	Zip: 43123
Email: sstinnett@ohiotechserv.com	Phone: (614) 372-0829	Fax: () -

Fire Department (if applicable)

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

3. Ohio Asbestos Hazard Evaluation Specialist and Evaluation Procedure **Revised?**☐

Evaluation Specialist: Jonathan Treasure	Certification #: ES36341	Expiration Date: 8/8/2026
Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of regulated asbestos-containing material (RACM) and Category I and Category II non-friable asbestos-containing material: ☒PLM ☒Point Count ☐TEM ☐Other Method (Explain Below):		

4. Procedures to be followed should unexpected RACM be discovered (check all that apply) **Revised?**☐

☒Stop Work and Keep Wet	☒Evacuate area	☒Demarcate area	☐Contact licensed abatement contractor	☐Contact district office/local air authority
☐Other (Explain):				

5. Planned Demolition (check all that apply) **Revised?**☐

Describe demolition work to be performed and method(s) to be employed, including demolition techniques to be used:
☐Implosion ☐Fire Training ☐Wet Methods ☒Manual Demolition ☒Mechanical Demolition ☐Other (Explain):

Description of affected facility components (include attachment if necessary): Containment, Suits, adequately wet, double bagged, proper disposal

Demolition Attachment:

Ohio Environmental Protection Agency

Sample

Notification of Demolition and Renovation/Abatement
Section 1: General Information
Division of Air Pollution Control

6. Asbestos Description and Engineering Controls (If asbestos is being abated) Revised? ☐

For the material listed in each project, describe the type(s) of ACM to be abated, engineering controls and work practices to be used to minimize emissions and ensure proper waste handling:

Type of ACM to be abated:	☒ Surfacing	☐ Mechanical	☒ Other: TSI, window glazing, millboard		
Engineering Controls:	☒ Wet Methods	☒ Glove Bag	☒ NPE	☒ AFD	☒ Other: Containment
Work Practices:	☐ Intact Removal	☒ Manual	☒ Mechanical	☐ Other:	

7. Asbestos Waste Transporter (If applicable) Revised? ☐

Transporter Name: COC		
Address: 2879 Jackson Pike,	Contact Person: Misty Byers	
City: Grove City	State: OHIO	Zip: 43123
Email: dispatch@coc-inc.com	Phone: (614) 539-2570	Fax: () -

8. Asbestos Waste Disposal Site (If applicable) Revised? ☐

Name: Frank Road Portable Recycling Solutions		
Address: 2230 Brown Rd,	Contact Person: Ken Pennington	
City: Grove City	State: OHIO	Zip: 43123
Email: ken@recycle-solution.com	Phone: (614) 539-3722	Fax: () -

9. Emergency Demolition (complete if you checked "Emergency" above and "Demolition" for any project) Revised? ☐

A copy of the issued order, including the following information, **must be attached** to this notification.	
Government Official Issuing Order:	Title:
Agency:	Authority of Order (Citation of Code):
Date of Order:	Demolition Date:
Issued Order Document:	

10. Emergency Renovation/Abatement (complete if you checked "Emergency" above and "Renovation/Abatement" for any project) Revised? ☐

Date of Emergency:	Time of Emergency:
Description of Sudden, Unexpected Event:	
Explanation of how the event caused unsafe conditions or equipment damage:	
General Notification Attachments:	

11. Attestation

In accordance with Ohio Administrative Code rule 3745 - 20 - 03 (A)(4)(p), I certify that at least one person trained as required by paragraph (B) of rule 3745-20-04 of the Administrative Code will supervise the stripping and removal described by this notification. I acknowledge that the submission of false or misleading statements is prohibited by law and I certify that facts contained in this notification are true, accurate, and complete.

Signature: Submitted Online via eBiz	Date: 9/29/2025
Name: Shawna Stinnett	Title: Office Manager
Organization: Ohio Technical Services, Inc	

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 1

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure	Site Location (specific): Bedroom 3	
Address: 414 Oxford Avenue,		
City: Dayton	State: OH	Zip: 45402
Building Size (square feet): 2490.0	No. of Floors:2	Age (years): 115.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes	☐ No	No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	120.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/24/2025 Abatement Date: 9/24/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/24/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 2

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure-Duplex	Site Location (specific): Throughout	
Address: 633-635 Oxford Avenue,		
City: Dayton	State: OH	Zip: 45402
Building Size (square feet): 2704.0	No. of Floors:2	Age (years): 96.0
Present Use: Vacant	Prior Use: Residence-Duplex	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes ☐ No No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	450.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/22/2025 Abatement Date: 9/22/2025 Complete Date: 10/24/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:0 to 15:30	7:0 to 15:30	7:0 to 15:30	7:0 to 15:30	7:0 to 15:30		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/22/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 3

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure	Site Location (specific): Throughout	
Address: 65 East Helena Street,		
City: Dayton	State: OH	Zip: 45405
Building Size (square feet): 2330.0	No. of Floors:2	Age (years): 130.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes ☐ No No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	2630.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/26/2025 Abatement Date: 9/26/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
				7:30 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☒

Asbestos Abatement: Hold Begin Date: 9/26/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 4

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure-Duplex	Site Location (specific): Throughout	
Address: 312-314 Kammer Avenue,		
City: Dayton	State: OH	Zip: 45402
Building Size (square feet): 2106.0	No. of Floors:2	Age (years): 110.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes	☐ No	No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	272.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/22/2025 Abatement Date: 9/22/2025 Complete Date: 10/24/2025

Abatement Specialist Name: Nicholas Rayburn Certification #: AS541660 Expiration Date: 8/23/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:0 to 15:30	7:0 to 15:30	7:0 to 15:30	7:0 to 15:30	7:0 to 15:30		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/22/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 5

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure	Site Location (specific): Throughout	
Address: 305 Kenilworth Avenue,		
City: Dayton	State: OH	Zip: 45405
Building Size (square feet): 1554.0	No. of Floors:2	Age (years): 115.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes ☐ No No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	212.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/23/2025 Abatement Date: 9/23/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/24/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 6

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure	Site Location (specific): Basement / Living room	
Address: 118 North Kilmer Street,		
City: Dayton	State: OH	Zip: 45417
Building Size (square feet): 1976.0	No. of Floors:2	Age (years): 116.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes ☐ No No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	278.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/24/2025 Abatement Date: 9/29/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Franklin Rodriguez Certification #: AS32443 Expiration Date: 7/14/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10:30 to 16:0	10:30 to 16:0	10:30 to 16:0	10:30 to 16:0	10:30 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/25/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 7

A. Facility Description Revised? ☐

Building Name (if applicable): Apartments	Site Location (specific): Throughout	
Address: 1004 -1008 Lexington Avenue,		
City: Dayton	State: OH	Zip: 45402
Building Size (square feet): 5940.0	No. of Floors:2	Age (years): 97.0
Present Use: Vacant	Prior Use: Apartments	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes	☐ No	No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	300.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/25/2025 Abatement Date: 9/25/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0	7:30 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/25/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Ohio Environmental Protection Agency

Notification of Demolition and Renovation/Abatement
Section 2: Project Address Specific Information
Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only	Project ID #: 231803 - 8

A. Facility Description Revised? ☐

Building Name (if applicable): Residential Structure	Site Location (specific): Basement	
Address: 1856 West 5th Street,		
City: Dayton	State: OH	Zip: 45417
Building Size (square feet): 1243.0	No. of Floors:2	Age (years): 125.0
Present Use: Vacant	Prior Use: Residence	

B. Type of Operation (check all that apply) Revised? ☐

☐ Demolition ☒ Renovation / Abatement – Type: ☒ Removal ☐ Repair ☐ Encapsulation ☐ Enclosure

C. Asbestos Present? (check one) Revised? ☐

☒ Yes	☐ No	No, previously abated Year Abated:

D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present) Revised? ☐

	Material to be Removed			Material **NOT** to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)	0.0	0.0	0.0	0.0	0.0
Surface area on other facility components (ft^2)	55.0	0.0	0.0	0.0	0.0
Volume if length or area cannot be measured (ft^3)	0.0				

E. Asbestos Abatement Schedule and Abatement Specialist *(original notification is required 10 working days prior to the start of work)* Revised? ☐

Setup Date: 9/24/2025 Abatement Date: 9/24/2025 Complete Date: 10/10/2025

Abatement Specialist Name: Edwin Sanchez Certification #: AS31903 Expiration Date: 7/26/2026

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
12:0 to 16:0	12:0 to 16:0	12:0 to 16:0	12:0 to 16:0	12:0 to 16:0		

F. Demolition Contractor (if applicable) Revised? ☐

Name:		
Address: ,	Contact Person:	
City:	State:	Zip:
Email:	Phone: () -	Fax: () -

G. Demolition Schedule (original notification is required 10 working days prior to the start of work) Revised? ☐

Start Date:	Complete Date:

H. Project Hold Revised ☐

Asbestos Abatement: Hold Begin Date: 9/24/2025	Asbestos Abatement: Work Resume Date:
Demolition: Hold Begin Date:	Demolition: Work Resume Date:

Public Health - Dayton and Montgomery County RAPCA
(937) 225-4435

Receipt

Payment Information

Payment Date
08/19/2025 02:00 PM EST

Payment Status
AUTHORIZED

Confirmation Number
207292719

Payment Method
Business Check

Expiration
##/##

Transaction Type
Purchase

Bill To

Ohio Technical Services Inc
2829 Jackson Pike, Grove City, OH, 43123, US

Payment Towards

Payment Towards	Asbestos and Demolition fees	**Amount**	**$350.00**
Notification Number	231706	**PROJECT COUNTY**	Montgomery

Charge Information

Agency Amount
$350.00

LexisNexis Service Fee
$1.50

Total Amount
$351.50

Your payment was made through paymentsolutions.lexisnexis.com, one of the LexisNexis VitalChek Network Inc.

Manual of Operations for Asbestos Abatement Activities

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Table of Contents

TAB 1	General Work Practices
TAB 2	Bulk, Air and Personal Sampling
TAB 3	Respiratory Protection Program
TAB 4	Medical Monitoring Program
TAB 5	HAZCOM/MSDS
TAB 6	Emergency (small scale) vs. Large Scale Logistics
TAB 7	Forms
TAB 8	Appendices

General Work Practices and Procedures

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123

Table of Contents

1. Introduction 1

1.1. Scope 1

1.2. Purpose 1

1.3. "Shall" and "Should" 2

1.4. Exceptions and Changes 2

2. Definitions 3

3. Asbestos Abatement Project Agreement 8

3.1. Licenses and Certifications 8

3.2. Final Clearance Air Sampling Requirements 8

3.3. Final Clearance Air Sampling by Certified Personnel 8

3.4. Detailed Description of Project Work Scope 8

4. Exposure Assessments 9

4.1. Initial Exposure Assessment 9

5. Worksite Containment for Class I and Interior Class II Operations 10

5.1. Prepare the Work Area 10

5.2. Negative Air Pressure Equipment and Setup 11

6. Removal Procedures 15

6.1. Non-Demolition Based ACM Removal 15

6.2. Demolition Based ACM Removal 21

7. Decontamination Procedures 27

7.1. Large Class I and Interior Class II Decontamination Procedures 27

7.2. Small Class I and Interior Class II Operations, Class III and Class IV Operations Decontamination Procedures 31

8. Cleanup and Teardown Procedures 32

8.1. Cleanup During Gross Removal 32

8.2. First Cleaning 32

8.3. Second Cleaning 32

8.4. Third Cleaning 33

8.5. Final Cleaning 33

8.6. Visual Inspection 33

8.7. Final Air Sampling 33
8.8. Equipment Load-Out 34
8.9. Removal of Signs and Labels 34
8.10. Certification of Completion 34
9. Alternative Control Methods 35
9.1. Dry Removal 35
9.2. Live Steam Pipes and Boilers 35
10. Evaluation 36
10.1. General 36
10.2. Evaluation 36

General Work Practices and Procedures

1. Introduction

1.1. Scope

This program sets forth the accepted general work practices and operational procedures of Ohio Technical Services, Inc. (OHIO TECHNICAL SERVICES, INC.) and contains the policy of OTS on this subject. This program covers the manner in which asbestos abatement activities shall be performed. This program also meets the requirement of Ohio Administrative Code 3701-34A) which requires application for licensing as an Asbestos Abatement Contractor and on that application under item 16, part (a) overall work practices, requires the description of the work practices and procedures instituted by the company. This program complies with Federal Regulations as outlined in 29 CFR 1926.1101.

1.2. Purpose

The purpose of this program in its most fundamental terms is to provide safety and protection of all workers who are associated with the abatement of asbestos and asbestos containing materials and whose primary job function requires them to work in an environment where there is the presence of airborne contaminants; additionally, it should outline complete procedures that will ensure protection of the public health. This program outlines the work practices and procedures for establishing the worksite, removal, decontamination, and cleanup operations. It shall be a reference for all abatement activity and have equal if not greater value as such a reference than published rules and regulations put forth in the Code of Federal Regulations and other publications of regulating bodies.

Note: This document is considered dynamic in that it is subjectable to constant change. The procedures laid out in it are considered adequate and suitable for the handing of most commonly encountered abatement situations. As not every possible situation may be seen before hand, it is not possible to have developed a written procedure prior to its actual encounter. When a new or different abatement situation is encountered, the appropriate and acceptable engineering control response shall be detailed and included in this manual. All procedures shall have the requirement of providing proper protection of the workers and the general public health. In addition, the procedure shall not constitute a direct violation of the existing rules and regulations with regard to asbestos fiber release and the procedure shall meet the requirements of state and federal occupational safety and health administrations regulations. All variations will be evaluated by either a project designer or contractor supervisor or an industrial hygienist who is also qualified as a project designer.

1.3. "Shall" and "Should"

The provisions of this program are mandatory in nature where the word "shall" is used and advisory in nature where the word "should" is used.

1.4. Exceptions and Changes

Exceptions to this program may only be granted by the president of Ohio Technical Services, Inc. or his designee charged with responsibility to oversee and maintain this program. Any exceptions that may violate or not meet the rules and regulations of a regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program. Exceptions to this document may be considered for addition following a detailed written description which must approved by the company, president, compliance officer, corporate projects administrator and the appropriate, state and/or federal regulating body, if necessary.

2. Definitions

accessible-referring to ACM meaning that the material is subject to disturbance by building occupants or maintenance personnel during the course of their normal activities.

accredited or accreditation-a person or laboratory that is accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

air erosion-the passage of air over friable ACM which may result in the release of asbestos fibers.

asbestos-the asbestiform varieties of: Chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonitegrunerite); anthophyllite; tremolite; and actinolite.

asbestos containing material (ACM)-referring to materials that contain more than 1 percent asbestos.

asbestos containing building materials (ACBM)-surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior parts of a building.

asbestos debris-pieces of ACM that can be identified by color, texture, or composition, or means of dust if the dust is determined by an accredited inspector to be ACM.

authorized person-any person authorized by the employer and required by work duties to be present in regulated work areas.

certified industrial hygienist (CIH)-means one certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.

Class I asbestos work-means activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work-means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work-means repair and maintenance operations, where "ACM" including thermal system insulation and surfacing material, is likely to be disturbed.

Class IV asbestos work-means maintenance and custodial activities during which employees. contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

clean room-an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment

competent person-one who is capable of identifying existing asbestos, tremolite, anthophyrnte, or actinolite hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them as specified in 29 CFR 1926.32 (f).

critical barrier-means one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

Damaged friable miscellaneous ACM-friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber cohesion qualities. Such damage or deterioration may be demonstrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged friable surfacing ACM-friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lack fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged or significantly damaged thermal system insulation ACM-thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or part, is crushed, water stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges, or other signs of physical injury to ACM; occasional water damage to the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

decontamination area-an enclosed area adjacent and connected to the regulated area consisting of an equipment room, a shower area, and a clean room, which is used for the decontamination of workers, materials, and equipment contaminated with asbestos, tremolite, anthophyrnte, actinolite.

demolition-the wrecking or taking out of any load supporting structural member and any related razing, removing, or stripping of asbestos, tremolite, anthophyllite, actinolite products.

employee exposure-that exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials, that would occur if the employee were not using respiratory protective equipment.

encapsulation-the treatment of ACM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).

enclosure-an airtight impermeable, permanent barrier around ACM to prevent the release of asbestos fibers into the air.

equipment room (change room)-a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

excursion limit-1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by NIOSH 7400.

fiber-a particulate form of asbestos, tremolite, anthophyllite, or actinolite, 5 micrometers or longer, with a length-diameter ratio of at least 3 to 1.

fiber release episode-any uncontrolled or unintentional disturbance of ACBM resulting in visible emission.

friable-refers to a material that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

functional space-a room, a group of rooms, or a homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above).

glove bag-means an impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

high-efficiency particulate air (HEPA)-a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 in diameter or larger.

homogeneous area-an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

miscellaneous ACM-miscellaneous material that is ACM in a building.

miscellaneous material-interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

negative initial exposure assessment-means a demonstration by the employer that employee exposure during an operation is expected to be consistently below

the PELs.

nonfriable-material that when dry may not be crumbled, pulverized, or reduced to powder by hand pressure.

permissible exposure limit-airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by NIOSH 7400.

presumed asbestos containing material (PACM)-means thermal system insulation and surfacing material found in buildings constructed no later than 1980.

preventive measures-actions taken to reduce disturbance of ACBM or otherwise eliminate the reasonable likelihood of the materials becoming damaged or significantly damaged.

project designer-means a person who has successfully completed the training requirements for an abatement project designer established by 40 U.S.C. § 763.90(g).

regulated area-an area established by the employer to demonstrate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

removal-taking out or stripping of PACM or ACM.

renovation-the modifying of any existing structure or portion thereof, where exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials may result.

repair-returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.

response action-a method including removal, encapsulation, enclosure, repair, operations and maintenance, that protects human health and the environment from friable ACM.

routine maintenance area-an area such as a boiler room or a mechanical room, that is not normally frequented by building occupants, and in which maintenance employees or contract workers regularly conduct maintenance activities.

significantly damaged friable miscellaneous ACM-damaged friable miscellaneous ACM where the damage is extensive and severe.

significantly damaged friable surfacing ACM-damaged surfacing ACM in a functional space where the damage is extensive and severe.

surfacing ACM-surfacing material that is ACM.

surfacing material-material that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing or other purposes.

thermal system insulation-material applied to pipes, fittings, boilers, breeching, tanks, duct, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

thermal system insulation ACM-thermal system insulation that is ACM.

tremolite, anthophyllite and actinolite-the non-asbestos form of these minerals, and these minerals, and any of these minerals that have been chemically treated and/or altered.

vibration-the periodic motion of friable ACBM which may result in the release of asbestos fibers.

3. Asbestos Abatement Project Agreement

OTS will execute all agreements to perform asbestos abatement in writing. This agreement will include, but not be limited to the following:

3.1. Licenses and Certifications

All persons working on the project are properly licensed and certified and have their licenses on site at all times.

3.2. Final Clearance Air Sampling Requirements

Final clearance air sampling methodology will be determined by the building owner instructions and applicable laws and regulations.

3.2.1. All clearance air sampling to be analyzed by phase contrast microscopy (PCM) will be conducted in accordance with the National Institute of Occupational Safety and Health (NIOSH) method 7400. A minimum of three samples shall be taken and show that the concentration of fibers for each sample is less than or equal to a limit of quantitation for PCM (0.01 fibers per cubic centimeter of air).

3.2.2. All clearance air sampling to be analyzed by Transmission Electron Microscopy (TEM) shall be conducted in accordance with the regulations established by the United States environmental protection agency, 40 C.F.R. Part 763, Subpart B, Appendix A.

3.3. Final Clearance Air Sampling by Certified Personnel

All clearance air sampling will be conducted by properly certified personnel.

3.4. Detailed Description of Project Work Scope

A detailed description of the project work scope, including the amount, indicated in linear or square feet, of asbestos containing material to be abated, and the exact location and type of that material.

4. Exposure Assessments

Exposure assessments will be conducted for each type of removal and task performed by OTS's employees to determine exposure of airborne asbestos fibers. Methods of sampling are described in OTS's program for bulk material, air, and personal sampling. All exposure assessments will be conducted by a competent person.

4.1. Initial Exposure Assessment

An initial exposure assessment will be determined for all asbestos removal work performed by OTS. The initial exposure of employees will be based on the results of monitoring conducted during the current project and on historical air monitoring data. This historical air monitoring data will obtained from work operations conducted within the past 12 months under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions existing on the current project. The level of respiratory protection used on the project will be based on requirements of OTS's Respiratory Protection Program. Air monitoring results obtained for similar tasks on the current project or based on historical data that demonstrate exposure below the PEL will result in a Negative Exposure Assessment. Negative Exposure Assessments are to be used by the competent person to determine the need for respiratory protection and personal air monitoring.

For all Class I and Class II operations, daily periodic monitoring shall be conducted by the competent person for each task performed in the regulated area.

5. Worksite Containment for Class I and Interior Class II Operations

5.1. Prepare the Work Area

Before any abatement activity, the work area must be prepared by carrying out several steps. These steps will ensure that the materials and equipment in the work area are protected from contamination by asbestos fibers and dust and that the architectural finishes, wall and floor coverings are also protected from damage from sprayed materials or asbestos fiber and/or dust contamination.

The order of these steps as listed herein is the suggested order of sequence but may be changed in sequence as the situation requires:

5.1.1. All areas of scheduled abatement activity shall be demarcated by the posting and placement of warning signs and markers. Barrier tape may also be used to section off an area that will be used for support activity functions or for the general visible sign of restriction of access to unauthorized persons. The actual detail for the size, color, and lettering specifications for such signs and markers is covered in 29 CFR 1910.1200 (f) and 29 CFR 1910.1101(g).

5.1.2. All HVAC Systems that are servicing the abatement area shall be shut down. The controls of this equipment system should be tagged and, if possible, locked to avoid accidental restarting during the abatement activity. All maintenance and service personnel should be notified of the area shutdown to avoid tampering. These controls shall be inspected daily by the project supervisor to ensure that no changes have occurred, and the results of the inspection shall be noted on the daily inspection forms.

5.1.3. All materials (i.e., furniture, filing cabinets, tables, pictures, rugs, light fixtures, and all other removable objects) shall be first removed from the work area. These items should be vacuumed with a HEPA vacuum as they are removed to clean any asbestos fiber dust that may have accumulated on their surfaces. This cleaning may also include damp wipe-down of the objects. This should be defined in the project scope prior to the start of the project. If it is not defined, a general surface vacuuming should be performed as general practice. These materials as they are removed should be placed in an area such that they will not need to be repeatedly moved in order to permit the continuation of the abatement activity, and in an area that will not permit their recontamination once they are cleaned. This area should be defined by the property owner.

5.14. All remaining surfaces in the work area shall be treated as contaminated. Each surface should be HEPA vacuumed and when feasible, wet-wiped to remove any asbestos fiber dust accumulation. Such surfaces include walls, light fixtures, shelves, ledges, decorative moldings, and all other surfaces where asbestos dust may have settled.

5.1.5. All heating and ventilation ducts shall be covered with a layer of 6 mil polyethylene and held in place with duct or other suitable tape. All outlets, light switches, and miscellaneous wall, floor, or ceiling penetrations shall be covered with a layer of 6 mil. polyethylene and held in place with duct or other suitable tape. All doors, windows, skylights, and other large entrances to the work area shall be covered with a layer of 6 mil polyethylene and held in place with duct or other suitable tape. All objects not removed from the work area, such as lighting fixtures, architectural elements, and other objects shall be covered with a layer of 6 mil polyethylene and held in place with duct or other suitable tape. On all doors and entrance points that are opposite to a work area, a sign shall be posted and barrier tape shall be applied to indicate that the work area is not in service. If possible these accesses should be locked or barred.

Note: These access points should not be so restricted that they cannot be used to exit from the work area in a critical situation should an emergency exit be needed to protect the life of a worker.

5.1.6. The entire floor of the work area shall be covered with a layer of 6 mil polyethylene plastic sheeting. This sheeting shall extend up a minimum of 12 inches on all vertical surfaces which meet the floor. The edge of the plastic sheet shall be held in place to tape so as to create a "liner" to the entire work area. Where two sheets of plastic are joined they shall be double folded and taped to form a waterproof seam. When possible the seams should be heat-sealed. When this floor liner extends to an access in or out of the work area the plastic should be placed such that any water or contaminants will not flow under the liner.

5.1.7. All wall surfaces, with the exception of those surfaces which contain ACBM and are subject for removal, shall be covered with a layer of 6 mil polyethylene plastic sheeting. The sheeting shall be held in place by duct tape and additional adhesives as necessary. The adjoining sheets shall have an overlap of 12 inches and shall be taped along the seam. When possible this joint may be heat-sealed. For walls of such a height where the weight of the plastic sheeting may not be adequately held by the top edge only, mechanical supports should be used to provide additional fastening to prevent the sheeting from falling.

Note: Access to fire doors should be obstructed by the containment structure.

At all times during the setup of the work area and containment area workers should consider the air environment contaminated, and therefore all workers should wear a minimum of a half-face respirator.

5.2. Negative Air Pressure Equipment and Setup

All abatement activities require that a negative air pressure be established

within the work area. The purpose of this is to prevent air contaminated with asbestos fibers from leaking into the outside environment where it may constitute a general health hazard. The goals and effects of properly established and maintained negative air pressure are: the containment of airborne fibers even if damage to the barrier occurs; lower fiber concentration in the work area which means a safer work area for the workers; and easier clean-up at the final stages of the project.

5.2.1. Negative Pressure Enclosure

The negative air pressurization of the work area is accomplished by drawing air from the work area at a rate such that there exists a differential pressure of no less than -0.02 inches of water between the work area and the outside environment. This is per 29 CFR 1926.1101(g)(5)(i)(A)(3). This ventilation is accomplished through the use of "negative air" or "negative pressure" machines. These machines shall be equipped with a HEPA filter. The ideal setup of the negative air system is one which will cause the infiltration to come through the decontamination unit and travel through the work area, crossing as much work area as possible.

The procedure for setup of the machines is to locate, upon completion of the work area preparation, the negative air machines at the selected exhaust point. The negative air machines should be located outside the actual containment area when possible. Air from the work area will be drawn through a remote or prefilter unit. The prefilter unit will be placed in the work area with a duct passing through the barrier and connecting to the negative air machine. The exhausted air should be directed away from the containment and should be at a location which will inhibit the reentry of the filtered air into the containment area.

The quantity of negative air machines shall be sufficient to provide a total change of the containment's air volume approximately four times per hour. When the negative air machines are started, the barriers and doorway flaps should move slightly inward toward the work area. If the movement of the barriers and doorway flaps is excessive, then additional air infiltration should be added. This additional infiltration should be made by adding a filtered access port with an adjustable panel. This port will stop the entry of outside containment to the work area and the adjustable panel will permit sizing the opening to permit additional air while limiting that amount so the majority of the infiltration passes through the decontamination unit. This port shall be as far from the negative air machine as possible.

Negative air machines shall be started once they are installed and the containment area is considered secure. The machines should be allowed to operate at least 24 hours prior to the start of any abatement activity. This allows the machines to establish an air flow through the containment area and it provides a check of the pressure differential in the work area. Once

the negative air machines are turned on they shall remain on until the work is completed and final air clearance is received. The individual machines may be shut down only for the changing of a HEPA filter during the work if the machine indicates a plugging or loss of differential pressure across the filter. Abatement work should begin furthest from the inlets and move towards the machines. The negative air machines may be allowed to run during final cleanup, after receiving final air clearance, to provide additional clean air purging.

5.2.2. Negative Air Pressure Monitoring

As standard practice, monitoring of the operation and effectiveness of the negative air pressure system shall be performed. The monitoring will show that an air change of four times per hour is being maintained and that the air is being drawn out through the negative air machine. This monitoring will be accomplished by a visual inspection of the barriers and doorway flaps of the decontamination unit and through the use of a differential pressure monitor. The monitor should have a strip chart recorder. The monitor shall continuously sample with the negative air machines and shall have notations on its paper chart for any activities such as shutting down a machine for filter replacement. The unit will also note such occurrences as power outages and other downtime occurrences. If the monitor does not have a chart recorder, periodic notations of the pressure differential should be made by the supervisor.

Whenever negative air pressure is lost as a result of power failure or problems with the negative air machines operation, all work shall cease until negative air pressure can be restored. The same shall apply to a breach of the barrier. When such an occurrence is encountered, all work shall stop, and work in the area of the barrier failure shall be wetted in order to prevent fiber release from erosion of exposed ACM. Once the repair has been made and negative air pressure is restored, then work may again resume. Whenever there is a loss of negative air pressure, outside air monitoring shall be initiated, and it shall be continued after the resumption of negative air pressure until sampling shows that ambient levels match those of preabatement levels. Additional information on outside air monitoring may be found in the document for air sampling.

5.2.3.Negative Pressure Glove Bags

Before beginning glove bag activities, the following steps should be performed: (1) area demarcated; (2) adjacent insulation checked for integrity and repaired if necessary; (3) drop cloth placed below material to be removed; and (4) HVAC unit shut off and sealed.

Glove bags shall be constructed of 6 mil thick plastic and shall be seamless at the bottom. Glove bags shall be installed so that they completely cover

the pipe or other structure where asbestos work is to be performed. Cut the sides of the glove bag to fit the size of the pipe from which the asbestos is to be removed and insert tools into the interior tool pocket. Then attach the bag to the pipe by folding the open edges together and securely sealing with tape. If possible heat sealing this seam is desirable. The full weight of the glove bag and its contents will be placed on this seam so additional support if available is desirable also. A vertical band completely around the glove bag of duct tape (making sure the bag is smoothed to the entire surface of the duct tape) can provide some support of the weight. All other edges of the glove bag must be sealed with duct tape to prevent any leakage from the bag.

Cut two side slits in the glove bag to admit the nozzle of the wetting sprayer and the nozzle of the HEPA vacuum. As the glove bag requires two workers to perform the removal activity, these slits should be on the side of the bag opposite the arm holes. This allows the two workers to face each other and work easily together. Seal around the vacuum nozzle with duct tape to prevent leakage.

Glove bags shall be smoke-tested for leaks prior to use. Any leaks identified during the smoke test will be sealed prior to use. Prior to disposal, glove bag will be collapsed by removing air using a HEPA vacuum.

5.2.4. Mini Enclosures

Mini enclosures are small walk-in enclosures which can accommodate no more than two workers. These will be used for small quantity removals where contamination of the asbestos can be contained within the enclosure. These enclosures are either pre-fabricated or job-made on site and constructed of 6 mil plastic or equivalent.

Negative air will be established in the mini enclosures by use of HEPA vacuums or small negative air machines. The negative air will be established so that air movement through the enclosure will be directed away from the employee's breathing zone. Prior to the disturbance of any ACM, the enclosure will be inspected for leaks using a smoke test. All leaks will be repaired prior to disturbing ACM. At the end of each removal activity and prior to reuse, the interior of the enclosure will be completely washed down with amended water and HEPA vacuumed.

6. Removal Procedures

The next two subsections of this manual cover the actual recommended removal practices and procedures. The first subsection is for removal in facilities that are not being demolished following the abatement work. The second subsection covers those facilities that are being demolished.

6.1. Non-Demolition Based ACM Removal

In the removal of ACM from facilities that are to be put back into service following the abatement work, the emphasis is on the removal of all materials as specified in the project definitions without damaging the facility itself in accessing these materials. Some materials may not be readily accessible to permit complete removal without the breaking of plaster, brickwork or other finishes. This ACM may be handled through encapsulation or enclosure procedures. Those procedures are not covered in this section of the General Work Practices and Procedures.

6.1.1. Wet Removal

EPA regulations that cover the removal of asbestos material are found in 40 CFR, Part 61.145. This regulation requires that all ACM must be adequately wetted before removal begins, and kept wet as it is removed and while it is being bagged. This is required for all procedures and shall be performed by spraying or misting the material with amended water or removal encapsulant Amended water shall be a solution of water and a surfactant mixed at a rate of two (2) ounces of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether with five (5) gallons of water. An alternative to amended water is the use of a removal encapsulant. This is a penetrating type of encapsulant which aids in fiber release reduction by penetrating the surface of the ACBM and encapsulating or binding the fibers so as to minimize the release. For those applications where the form of asbestos is amosite, the wetting agent or penetrating encapsulant should be formulated specifically for amosite material.

Saturate the material to sufficiently wet the substrate without causing excess dripping. Time should be allowed for the amended water or penetrating encapsulant to penetrate the material thoroughly. If time permits, spray the ceiling materials or other large areas where soaking penetration will reduce the fiber release, the night before removal starts. When amended water is used, spray the material repeatedly to maintain a wetted condition Avoid overwetting such as to cause the material to fall from the surface unaided. Perforation of outer jackets of materials which have been painted or have had a sealant previously applied will aid in the penetration of the wetting agent or penetrating encapsulant when possible, remove outer jacketing while wetting to minimize the release of asbestos fibers.

6.1.2. Removal of Sprayed or Troweled ACM from Ceiling or Scratch Coat Class I Operation

Spray asbestos containing ceiling material or acoustical finish with a mist of amended water or penetrating encapsulant using a low pressure airless sprayer. High pressure sprayers should not be used as the pressure may cause erosion of the material resulting in a fiber release. Allow adequate time for amended water or removal encapsulant to saturate the material to the substrate. Overspraying may cause dripping, which should be avoided.

Removal of ceiling material is performed in two stages by teams of two or more workers. The first stage is the gross removal where the bulk of the material is taken down. Typically scraping is the method for this operation performed by workers on a mobile scaffolding. This scaffolding shall have safety rails to prevent falls. The scrapers used by the crews should have plastic blades to prevent the breaking of fibers. The material scraped by the first worker should be caught by the second, if possible, to avoid letting the material drop completely to the floor. For this reason, only an area slightly larger than that of the scaffolding should be worked on at a time. As the material is scraped from the ceiling it may be caught in a scoop or a chute and lowered to the platform or directly to the floor. An alternative method is to catch the material directly into the suction of a HEPA vacuum and to bag the material directly. When using the direct vacuum bag method, both workers can be equipped with vacuum hoses and work may extend beyond the platform to the reach of the wand.

If the material is scraped and lowered to the floor via a chute or a slide, the material should be placed in bags before it has an opportunity to dry out If the material has begun to dry, it shall be wetted before it is handled for bagging. Equipment used for bagging and handling of the material, such as dust pans and shovels, shall be rubber and/or plastic to avoid tearing the polyethylene floor barrier. The two workers on the floor that are bagging the material can assist the removal crews by repositioning the work platform as needed, locking the wheels after each move. With crews of five or more workers, one man shall be responsible for keeping the removal areas and any materials on the floor wetted. He is also responsible to watch for any damages to the floor and other barriers.

After the gross removal the secondary removal is performed. Depending on the type of substrate to which the asbestos material was applied, various tools and techniques may be required to complete this action. Common types of ceiling construction include concrete, coat plaster, suspended metal lath (which is covered in section 6.1.3.), concrete joists and beams, metal deck, corrugated steel, steel beam, or bar joist. These surfaces may be smooth, rough, or pitted and will affect the ability to complete the secondary removal.

Brushing and wet wiping is the preferred procedure using a nylon brush and disposable wiping cloths. Nylon scrubbing pads and other materials that will not break small fibers are also permissible. The wiping cloths used should not leave any

fabric fibers after wiping as they may be mistaken for asbestos fibers. Cloths should be discarded after they become worn, frayed, or ragged from the wiping action. Brush attachments on HEPA vacuums may also be used to pick up remaining fibers and dust. As the workers move throughout an area, wall and floor barriers should also be wet wiped and vacuumed to pick up additional materials. This will speed final clean-up and reduce airborne fiber levels.

6.1.3. Removal of Sprayed or Troweled ACM from Metal or Wire Class I Operation

As noted in section 6.1.2. above, one of the substrates on which asbestos materials may be applied is metal or wire lath. Removal of this ceiling system is similar in nature to sprayed on material. If the surface has been painted or covered with some form of sealant cut small holes in the material and then apply the amended water or penetrating encapsulant. When cutting these holes, that area shall be wetted to avoid fiber release. If possible the material may also be treated from above. Once the material is sufficiently wetted, cut the hangers and lath into strips or squares 2' x 6' or 2' x 2', whichever is easier to handle on the platform. When cutting the material, a HEPA vacuum nozzle in the area of the cutting will reduce the release of fibers. This is required if the material is amosite. The material shall be bagged on the platform and lowered to the floor by a slide or a chute, using care not to tear the bag. Never drop material to the floor, whether or not it is bagged. Once on the floor, the material may be rewetted if necessary, evacuated with the HEPA vacuum, sealed, and then double bagged in the loadout area.

Following the removal of the lath, the decking or surrounding structure shall be cleaned using a stiff nylon brush as outlined above and wiped with a wet cloth. During the removal of the lath, at no time shall the material be struck with a hammer or other tool so as to loosen or remove the material from the lath, the lath from the hanger, or the hanger from its mounting.

6.1.4. Insulation From Pipes, Boilers, and Tanks Class I Operation

The material used on tanks, pipes, and boilers varies as compared to walls and ceilings. This material on pipes can be in the form of preformed fibrous wrapping, corrugated paper, chalky plaster-like material, fiber felt, and insulating cement. Usually these materials have a protective jacketing which may also contain asbestos. Boiler and tank coverings are typically covered with an asbestos blanket on a wire lath, preformed block, or the plaster like material covered with a finishing cement. Each type of material requires different considerations for removal. All of these products should be removed and bagged with caution as they often contain wires and embedded metal components that may puncture or tear disposal bags.

Pipe insulation may be removed with the use of glove bags (which are covered in the next section). This works well for small-scale removal and for pipes up to approximately 12" in diameter. All removal activities for pipes, tanks, and boilers are at minimum two worker tasks. First, the surface is wetted with amended water or penetrating removal encapsulant if the surface permits it. If the surface is painted

or covered with a sealant, perforations of the surface should be made to allow the amended water or penetrating removal encapsulant to reach the material. If a jacketing is present, an attempt should be made to remove the jacketing first, wetting it as the removal is made, and then apply the amended water or penetrating removal encapsulant. Cuts or slits made in the material which permit the insertion of the spray nozzle are a means of getting the amended water or penetrating removal encapsulant to the material. If the insulating material is amosite, special encapsulants or surfactants shall be used which are formulated for use on amosite.

All pipes, tanks, and boilers should be cool before removal is attempted. Units that are live may cause the amended water or penetrating removal encapsulant to flash off as steam. Workers may be burned by touching live steam pipes or they may be injured if a wetting agent is injected on a high temperature pipe, causing the insulation to explode off the pipe, tank, or boiler. Also leaks in steam lines hidden by insulation may be uncovered and the pressure and/or temperature of the steam can cause bodily injury. Information on the handling of removal from live steam lines and boilers is covered in Section 9, Alternative Control Methods.

Following the removal of the bulk material, use nylon brushes to thoroughly clean pipes, tanks, or boilers. Care shall be taken to ensure fittings and joints are completely cleaned removing material from crevices and other small places. High pressure washing of these items may be desired for complete material removal. After brushing and pressure washing a wet wipedown is performed.

6.1.5. Pipe Insulation Removal with Glove Bags Class I or Class II Operation

Before beginning glove bag activities, the following steps should be performed: (1) area demarcated; (2) adjacent insulation checked for integrity and repaired if necessary; (3) drop cloth placed below material to be removed; and (4) HVAC unit shut off and sealed.

For the removal of insulation from pipes within containment areas or for repair and maintenance activities, the use of glove bags provides a technique that limits the worker exposure and fiber release while simultaneously placing the material in bags for disposal. Use of the glove bag does not preclude the use of full personal protection equipment during abatement. Piping up to 12" is acceptable for glove bag work; beyond that the material may be too large or too difficult to handle within the glove bag.

A glove bag operation is performed in several steps and should always be performed in accordance with the manufacturer's instructions. Workers shall be completely suited as for all other removal operations and shall wear a full face powered air purifying respirator. There are several types and variations of glove bags to facilitate elbows, tees, valves, and other piping components, as well as glove bags that permit the removal of many linear feet of insulation into one bag. If these bags are to be used, first review the manufacturer's recommended procedure and alter the above steps to allow for use of these special glove bags.

The following steps are general in nature, but apply to most glove bag situations:

6.1.5.1. Glove bags shall be installed so that they completely cover the pipe or other structure where asbestos work is to be performed. Cut the sides of the glove bag to fit the size of the pipe from which the asbestos is to be removed and insert tools into the interior tool pocket. Then attach the bag to the pipe by folding the open edges together and securely sealing with tape. If possible heat sealing this seam is desirable. The full weight of the glove bag and its contents will be placed on this seam so additional support if available is desirable also. A vertical band completely around the glove bag of duct tape (making sure the bag is smoothed to the entire surface of the duct tape) can provide some support of the weight. All other edges of the glove bag must be sealed with duct tape to prevent any leakage from the bag.

6.1.5.2. Cut two side slits in the glove bag to admit the nozzle of the wetting sprayer and the nozzle of the HEPA vacuum. As the glove bag requires two workers to perform the removal activity, these slits should be on the side of the bag opposite the arm holes. This allows the two workers to face each other and work easily together. Seal around the vacuum nozzle with duct tape to prevent leakage.

6.1.5.3. Insert arms into the armholes and hands into the gloves. Remove any bands or straps holding the insulation material in place. Cut pipe covering with knife and mist exposed areas with wetting agent. Remove the portion of material and lower gently into the bag. Repeat as necessary to remove all the material from that section of pipe. Wipe pipe with cloth and drop cloth into glove bag. Grasp all tools and pull through one armhole. Twist and seal off glove with duct tape. Cut off glove at tape and place tools in water or cleaning solution.

6.1.5.4. Insert HEPA vacuum nozzle into glove bag and draw air from bag, squeezing top of bag; twist and seal lower portion of bag. Turn off HEPA vacuum and remove nozzle from upper portion of glove bag, sealing side port.

6.1.5.5. Spray pipe with a lockdown or encapsulant to inhibit further fiber releases. Cut and remove bag from pipe and place in secondary bag for loadout HEPA vacuum surrounding area if no further glove bag work is to be performed. If additional glove bagging is required, repeat actions as many times as needed.

6.1.6. Removal of Vinyl and Asphalt Flooring Materials-Class II Operation

6.1.6.1. Floor tiles shall be misted prior to disturbance. Once adequately wetted, the tiles shall be removed intact as much as possible. All associated mastic shall also be adequately wetted and removed. After removed, flooring surfaces shall be wiped

down to remove all remaining residue. Lockdown encapsulant may be applied if it will not cause difficulties for the new flooring to be installed.

Wetting may be omitted for tiles removed using radiant heat.

6.1.6.2. Resilient sheeting shall be removed by cutting with wetting of the snip point and wetting during delamination. During the removal of the resilient sheeting, care should be taken not to rip up the material. All associated mastic shall be adequately wetted. After removal, all flooring surfaces shall be wiped down to remove all remaining residue. Lockdown encapsulant may be applied if it will not cause difficulties for the new flooring to be installed.

6.1.7. Removal of Roof Material Class II Operation

All roof level heating and ventilation air intake sources shall be isolated or shut down prior to removal. Removal of roofing materials shall be conducted so that the material will be removed in as much of an intact state as possible. The material shall be adequately wetted prior to any cutting. As the material is being cut, it should be continuously wetted and a HEPA vacuum used to clean up all loose debris. All material shall be immediately bagged if feasible. If it is not feasible to bag the material, it shall be immediately lowered to the ground via a dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered at the end of the shift.

Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

The following are found the OSHA 1926.1101 (Standard for Asbestos)
1926.1101(g)(8)(ii)

For removing roofing material which contains ACM the employer shall ensure that the following work practices are followed:

1926.1101(g)(8)(ii)(A)
Roofing material shall be removed in an intact state to the extent feasible.

1926.1101(g)(8)(ii)(B)
Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards.

1926.1101(g)(8)(ii)(C)
Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

1926.1101(g)(8)(ii)(D)
When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line.

1926.1101(g)(8)(ii)(E)
Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist:

1926.1101(g)(8)(ii)(E)(1)
Any ACM that is not intact shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall either be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting.

1926.1101(g)(8)(ii)(E)(2)
Intact ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.

1926.1101(g)(8)(ii)(F)
Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust.

1926.1101(g)(8)(ii)(G)
Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.

1926.1101(g)(8)(ii)(H)
Notwithstanding any other provision of this section, removal or repair of sections of intact roofing less than 25 square feet in area does not require use of wet

methods or HEPA vacuuming as long as manual methods which do not render the material non-intact are used to remove the material and no visible dust is created by the removal method used. In determining whether a job involves less than 25 square feet, the employer shall include all removal and repair work performed on the same roof on the same day.

6.1.8. Removal of Asbestos Containing Siding, Shingles, or Transite Panels Class II Operation

Place drop cloths under the around the area(s) where the siding or panels will be removed. The drop cloths shall at a minimum consist of one layer of 6 mil plastic sheeting. Once the drop cloths have been placed, adequately wet each shingle or panel. Remove or cut all screws or nails holding the shingle or panel in place so that they can be removed intact. Avoid cutting, abrading, or breaking the siding shingles or transite panels; immediately wet all areas where breaking occurs. Once removed, place all ACM in disposal bags or wrap in the layers of 6 mil plastic sheeting. Wet wipe and HEPA vacuum all surfaces where the ACM was removed.

6.1.9. Removal of ACM Gaskets Class II Operation

Place drop cloths under the area(s) where gaskets are to be removed. If feasible or if the gasket is deteriorated, a glove bag removal as described in section 6.1.5 of this manual shall be adopted. For all other gasket removals where the material is intact, the material shall be adequately wetted. The gasket is to be carefully scraped and peeled intact from the substrate or surface. A 6 mil plastic disposal bag shall be held directly underneath the gasket during removal. Once removed, the gasket shall be immediately disposed of in the 6 mil plastic bag.

6.1.10. Clean-up of ACM Debris Outside A Regulated Area - Class IV Operation.

This operation is for the clean-up of small amounts of asbestos containing debris. Major fiber release episodes involving large amounts of material will need to be performed as a Class I operation. Clean-up procedures for Class IV operations include adequately wetting the material prior to disturbance. Once the material has been wetted, it should be HEPA vacuumed or collected and immediately disposed into a 6 mil plastic asbestos disposal bag. The surfaces and area on which the spill occurred shall be wet wiped and HEPA vacuumed to remove all debris.

6.2. Demolition Based ACM Removal

In the removal of ACBM from facilities that are to be demolished following the abatement work, the emphasis is on the removal of all materials as specified in the project definitions regardless of damage to the facility itself in accessing these materials. Some materials may not be readily accessible to permit complete removal without the breaking of plaster, brickwork, or other finishes. This is acceptable in reaching the materials for removal. However, undue damage to the structure should not occur in order to complete the work.

6.2.1. Work Area Isolation

The work area in a demolition removal should have an established containment area as in a non-demolition removal. There are some additional considerations to be made. In a demolition site the critical barrier should still be applied, but the flooring need not include the multiple layer protection. Windows in the facility if broken or absent should be covered with a nylon reinforced plastic of 6 mil thickness. Electrical outlets and other parts of the facility need not be covered with the individual primary layer of plastic and tape. Negative air pressure shall still be required to avoid asbestos fiber release to the outside environment.

6.2.2. Wet Removal

EPA regulations that cover the removal of asbestos material are found in 40 CFR, Part 61, Subparts A & M, 1973. This regulation states that all materials must be thoroughly wetted before removal begins, and kept wet as it is removed and while it is being bagged. This is required for all procedures and shall be performed by spraying or misting the material with amended water or removal encapsulant. Amended water shall be a solution of water and a surfactant mix. An alternative to amended water is the use of a removal encapsulant. This is a penetrating type of encapsulant which aids in fiber release reduction by penetrating the surface of the ACBM and encapsulating or binding the fibers so as to minimize the release. For those applications where the form of asbestos is amosite, the wetting agent or penetrating encapsulant should be formulated specifically for amosite material.

Saturate the material to sufficiently wet to the substrate without causing excess dripping. Time should be allowed for the amended water or penetrating encapsulant to penetrate the material thoroughly. If time permits, spray the ceiling materials or other large areas where soaking penetration will reduce the fiber release the night before removal starts. When amended water is used, spray the material repeatedly to maintain a wetted condition. Avoid over wetting such as to cause the material to fall from the surface unaided. Perforation of outer jackets of materials which have been painted or have had a sealant previously applied will aid in the penetration of the wetting agent or the penetrating encapsulant When possible, remove out jacketing while wetting to minimize the release of asbestos fibers.

6.2.3. Removal of Saturated Material

Removal of ceiling material is performed in two stages by teams of two or more workers. The first stage is the gross removal where the bulk of the material is taken down. Typically scraping is the method for this operation performed by workers on a mobile scaffolding. This scaffolding shall have safety rails to prevent falls. The scrapers used by the crews should have plastic blades to prevent the breaking of fibers. The material scraped by the first worker should be caught by the second if possible to avoid letting the material drop completely to the floor. For this reason, only an area slightly larger than that of the scaffolding should be worked on at a time. As the material is scraped from the ceiling it may be caught in a scoop or a

chute and lowered to the platform or directly to the floor. An alternative method is to catch the material directly into the suction of a HEPA vacuum and to bag the material directly. When using the direct vacuum bag method, both workers can be equipped with vacuum hoses.

If the material is scraped and lowered to the floor via a chute or a slide, the material should be placed in bags before it has an opportunity to dry out. If the material has begun to dry, it shall be wetted before it is handled for bagging. Equipment used for bagging and handling of the material, such as dust pans and shovels, shall be rubber and/or plastic to avoid tearing the polyethylene floor barrier. The two workers on the floor that are bagging the material can assist the removal crews by repositioning the work platform as needed, locking the wheels after each move. With crews of five or more workers, one man shall be responsible for keeping the removal areas and any materials on the floor wetted. They are also responsible to watch for any damages to the floor and other barriers.

As material is bagged it should be processed for loadout by wet wiping or double bagging and then removed from the containment area. This shall be done at least daily.

The second stage of the removal is to clean away any remaining residue with a nylon brush and/or high pressure washer. Wet vacuuming with a HEPA equipped wet vacuum should be performed during the wash down to avoid any unnecessary accumulation of water on the floor.

6.2.4. Completion of Removal Work

All surfaces should be cleaned by wet wiping, HEPA vacuuming, or washing with a water solution. Any cleaning water shall be collected and filtered for contaminants to 5 microns. No unfiltered water shall be disposed of into drains or open areas.

All areas shall be inspected for residual debris following the cleaning operation. If debris is found, all surfaces should be cleaned again. This shall continue until no visible debris is found in the work area.

The final air testing is to be performed whether the building is to be occupied with workers with respiratory protection or not.

6.2.5. Pipe Insulation Removal with Glove Bags

For the removal of insulation from pipes within containment areas or for small scale removal projects the use of glove bags provides a technique that limits the worker exposure and fiber release while simultaneously placing the material in bags for disposal. Use of the glovebag does not preclude the use of full personal protection equipment during abatement piping up to 12 inches is acceptable for glove bag work; beyond that the material may be too large or difficult to handle within the glove bag.

A glove bag operation is performed in several steps and should always be performed in accordance with the manufacturer's instructions. Workers shall be completely suited as for all other removal operations and shall wear a full face powered air purifying respirator. There are several types and variations of glove bags to facilitate elbows, tees, valves, and other piping components, as well as glove bags that permit the removal of many linear feet of insulation into one bag. If these bags are to be used, first review the manufacturer's recommended procedure and alter the above steps to allow for use of these special glove bags.

The following steps are general in nature, but apply to most glove bag situations:

Before beginning glove bag activities, the following steps should be performed: (1) area demarcated; (2) adjacent insulation checked for integrity and repaired if necessary; (3) drop cloth placed below material to be removed; and (4) HVAC unit shut off and sealed.

6.2.5.1. Glove bags shall be installed so that they completely cover the pipe or other structure where asbestos work is to be performed. Cut the sides of the glove bag to fit the size of the pipe from which the asbestos is to be removed and insert tools into the interior tool pocket. Then attach the bag to the pipe by folding the open edges together and securely sealing with tape. If possible heat sealing this seam is desirable. The full weight of the glove bag and its contents will be placed on this seam so additional support if available is desirable also. A vertical band completely around the glove bag of duct tape (making sure the bag is smoothed to the entire surface of the duct tape) can provide some support of the weight. All other edges of the glove bag must be sealed with duct tape to prevent any leakage from the bag.

6.2.5.2. Cut two side slits in the glove bag to admit the nozzle of the wetting sprayer and the nozzle of the HEPA vacuum. As the glove bag requires two workers to perform the removal activity, these slits should be on the side of the bag opposite the arm holes. This allows the two workers to face each other and work easily together. Seal around the vacuum nozzle with duct tape to prevent leakage.

6.2.5.3. Insert arms into the armholes and hands into the gloves. Remove any bands or straps holding the insulation material in place. Cut pipe covering with knife and mist exposed areas with wetting agent Remove the portion of material and lower gently into the bag. Repeat as necessary to remove all the material from that section of pipe. Wipe pipe with cloth and drop cloth into glove bag. Grasp all tools and pull through one armhole. Twist and seal off glove with duct tape. Cut off glove at tape and place tools in water or cleaning solution.

6.2.5.4. Insert HEPA vacuum nozzle into glove bag and draw air from bag, squeezing top of bag; twist and seal lower portion of bag. Turn off HEPA vacuum and remove nozzle from upper portion of glove bag, sealing side port.

6.2.5.5. Spray pipe with a lockdown or encapsulant to inhibit further fiber releases.

Cut and remove bag from pipe and place in secondary bag for load-out. HEPA vacuum surrounding area if no further glove bag work is to be performed. If additional glove bagging is required, repeat actions as many times as needed.

7. Decontamination Procedures

7.1 Large Class I and Interior Class II Decontamination Procedures

These procedures are for Class I operations involving over 25 linear feet or 10 square feet and Class II/III interior procedures where the PEL may be exceeded and a negative exposure assessment has not been produced.

7.1.1. Establishing Decontamination Unit

The decontamination unit is designed to allow passage to and from the work area during removal operations with a minimal leakage of asbestos dust or fibers to the outside environment. A typical decontamination unit consists of three rooms or sections, a clean or changing room, a shower room, and an equipment room, each separated by a sheet polyethylene flapped doorway. Each doorway shall be formed by overlapping sheets with openings a minimum of 3 feet wide. Position and configure sheets so that they overlap adjacent surfaces. The bottom of each sheet shall be weighted so it quickly closes after being released. The rooms may also be separated by an airlock of 3 feet in length, using the same flapped doorway at each side of the airlock.

The decontamination unit should be the only means of passage in and Out of the work area and should not have parallel paths that permit bypassing the shower room. Materials and equipment shall not be passed through this unit. Equipment and materials shall be handled through the loadout area covered in subsection 7.1.14.

The decontamination unit is commonly the most frequent location of failure to completely isolate the work area. This occurs through the gradual migration of asbestos-laden debris through the decontamination unit. It is critical that each worker take full personal responsibility for cleaning up when entering from the work area, changing, and showering. All contamination spread can stop at the shower if precautions and procedures are followed by each worker.

When the decontamination unit is to be constructed within view of occupied areas, the unit shall be constructed using opaque polyethylene sheeting to afford the workers privacy and to keep the work activity from being seen. When the area adjacent to the decontamination unit is accessible to the public, a solid barrier is constructed on the public side to protect the sheeting.

7.1.1.1. Clean or Changing Room

This room is physically and visually separated from the rest of the facility for changing into protective clothing before entering the work area or changing into street clothes after leaving the shower. This room, if site constructed and not a mobile trailer unit, is constructed with 6 mil polyethylene sheeting to provide an

airtight seal between the changing room and the rest of the facility. The floor of the changing room should be dry at all times, and it should be constructed so as to be above the floor of the shower room. A slight slope to the floor is desired in order to direct any water exiting the shower to drain back to the shower pan. The changing room should be equipped with lockers and benches, and with hooks for hanging respirators. Storage of fresh protective suits and towels is in the changing room. NO ASBESTOS CONTAMINATED MATERIALS ARE TO BE STORED OR PASSED THROUGH THIS ROOM.

7.1.1.2. Shower Room

This is a completely water tight operational shower that is to be used by workers freshly suited en route to the work area and for showering by workers headed out of the work area after disrobing in the equipment room. There shall be no alternate way to or from the work area or outside.

The floor of the shower shall be slightly lower than that of the changing or equipment rooms. Both of these rooms shall have their floors slope to the shower to direct water to drain to the shower pan. The two walls of the shower shall be constructed so water running down the walls will drip into the floor pan. Plastic doorway flaps shall be made of 6 mil polyethylene and constructed so that positive pressure from the work area will cause the doorway to seal against itself. The material used in the doorway flaps should be frosted material to afford the worker showering privacy.

A complete shower head and controls shall be provided, with the shower head mounted on a flexible hose Hot and cold water shall be provided to the shower along with adequate amounts of soap. All water collected from the shower unit shall be filtered using a two stage filtering system of 20 and 5 micron filters prior to disposal.

7.1.1.3. Equipment Room

This is a contaminated area where equipment, boots, shoes, hard-hats, goggles and any additional contaminated work clothes are stored. Workers place disposable items such as protective suits, booties, and wiping cloths in disposal bins before leaving this area for the shower. Respirators are worn in this area and in to the shower. This area is separated from the work area by 6 mil polyethylene doorway flaps configured such that they automatically close after being released. These doors shall seal against themselves if there is a positive pressure from the work area.

The floor in this room shall be slightly higher than the shower room so that any water used in washing down the room of contamination drains into the shower pan. The floor shall be covered with two layers of 6 mil polyethylene. The two floor coverings shall extend a minimum of 12 inches up the side walls underneath the sheeting used to construct the side walls. This will cause the water used to rinse

down the equipment room of contamination to drip to the floor and drain into the shower room. An additional layer of plastic may be added to the floor to handle dally traffic, and it may be disposed of at the completion of each day or shift.

7.1.1.4. Equipment Decontamination or Loadout Unit

This is an area separate from the personnel decontamination unit and is used for short-term storage of outgoing waste material and decontaminating equipment before loading it onto trucks. This unit should consist of three areas in a serial arrangement. This area is for equipment only and not for entrance and exit of personnel.

The first part of the unit is a wash down area where outgoing bagged material and packed equipment is rinsed of debris. It should have a shower head on a flexible hose and a water catch pan that traps the water, filtering it before it is disposed of.

The wash room is where bagged material and outgoing equipment is wiped clean and passed to the holding room. The wash room is constructed of polyethylene sheeting and has a sloped floor which drains into the catch pan of the wash down area. The floor shall be covered with a layer of 6 mil polyethylene which extends up the sides of the room a minimum of 12 inches so any water used to rinse down contamination will drip onto the floor covering.

Materials leaving the holding room are passed to the clean room where they wait for pickup from the building or containment area exterior. This room is separated from the holding room and the exterior by a double flap doorway. If the outdoors is accessible from this room, a securable door should be constructed to limit unauthorized access to the work area and to provide security to the outgoing material and or equipment in it.

7.1.2. Decontamination Sequence

The process of decontamination is important in that if improperly carried out there exists the potential to carry asbestos fibers outside the containment area. These fibers can constitute a health hazard to the individual worker and to the general public if released into the outside environment. For this reason ALL workers shall perform complete decontamination procedures when exiting from an abatement work area and shall perform complete decontamination of all materials and equipment removed from an active work area.

7.1.2.1. Decontamination for Personnel

This procedure shall be followed by all OTS employees and all other persons that have entered an active abatement and are exiting the work area. No exceptions or abbreviated decontamination methods are accepted or approved by this policy at this time.

When exiting the work area, remove disposable coveralls and place in waste

container. All additional materials such as wiping cloths, latex gloves, and disposable undergarments shall also be removed and placed in the waste container. DO NOT remove respirator at this time.

With respirator still in place and operating, enter shower room. Showering is mandatory. The showering should remove any fibers that have accumulated on the body and/or hair. Proper cleansing removes these fibers and protects the workers' health. However, care is still needed in the shower to avoid minor fiber exposure.

Thoroughly wet body from the neck down. Wet hair thoroughly without wetting the respirator filter. Tilting the head to the side to direct the filter cartridge opening towards the floor will help. Once the hair is completely wetted, by holding breath rinse the face of the respirator and filter assembly, then remove the respirator itself. In removing the respirator, hold it away from the face and breathing area before resuming breathing.

Dispose of respirator filters if wetted, then carefully wash facepiece inside and out. Shower completely with soap and water. Rinse thoroughly. Rinse down the shower room walls and floor prior to exiting. Towel off in shower room, then proceed to changing room, dressing into uniform or into a fresh protective suit.

Respirator shall then be wiped with a disinfectant and dried before placing in storage for next use.

7.1.2.2. Decontamination for Equipment

All waste material and equipment that is removed from an active abatement work area shall be decontaminated before being placed in the outdoor environment or in storage awaiting shipment. The decontamination procedure is outlined below. AT NO TIME SHALL ANY OTS WORKER OR OTHER INDIVIDUAL USE THE EQUIPMENT DECONTAMINATION UNIT AS AN ENTRANCE OR EXIT TO OR FROM THE WORK AREA.

7.1.2.2.1. All equipment and waste material in its disposal container shall be wet-cleaned at the washdown station, then passed to the wash room. All doors other than between the wash station and washroom shall be kept closed when passing material between these two places.

7.1.2.2.2. In the wash room wet wipe the material and equipment containers to remove any remaining residue. Pass the holding area when completed. All doors except that between the wash room and the holding room shall be kept closed when passing material and equipment to the holding room.

7.1.2.2.3. During the material and equipment decontamination, workers shall wear full protective clothing and respirator protection. This includes the loading of materials and equipment from the holding room to trucks.

7.1.2.2.4. All waste materials should be properly labeled in accordance with all

applicable rules and regulations.

7.1.3. Decontamination Unit Cleanup

The decontamination unit is historically the most common location of failure of the work area isolation measures. This typically occurs by a gradual migration of asbestos laden debris through the facility. The following attempts to overcome this by two means. The entire facility is cleaned after each shift change to prevent a buildup of debris. Under the best circumstances the path from the work area to the shower will be contaminated. The equipment room shall be rinsed down at the end of each shift or the end of each work day as a minimum. The walls shall be rinsed from the ceiling down and the floor rinsed into the shower pan. The disposal container with all its contents will be removed, sealed and placed in the equipment load out area following proper decontamination.

The shower room becomes contaminated by entry of a contaminated worker. This contamination is by no means theoretical. Normally, it takes the form of splattered debris on all interior surfaces of the shower. The path from the shower to the building must be clean. For this reason the shower room is completely washed down and hence decontaminated as each worker showers. This stops the spread of contamination. All water collected in the shower pan shall be filtered through a two-stage 5 and 20 micron filter assembly before discharging to the drain.

The clean room shall be cleaned daily by wet mopping of the floor to eliminate any dirt and debris brought into the facility from the outside. Benches shall be wet wiped with a disinfectant and the supply of towels, respirator wiping cloths, fresh protective suits and other additional protective and cleaning material shall be restocked.

7.2. Small Class I and Interior Class II Operations, Class III and Class IV Operations Decontamination Procedures

These procedures are for Class I operations below 25 linear feet or 10 square feet, Class II operations where a competent person has determined that a three-stage decontamination unit is not necessary, all Class III operations, and Class IV operations performed outside a regulated area. An equipment room or area is to be established outside the regulated area or where the removal operation occurred. At a minimum, this area shall consist of an area covered by an impermeable drop cloth consisting of two layers of 6 mil. plastic sheeting. The area must be of sufficient size to accommodate cleaning of all equipment and removal of personnel protective equipment. All work clothing shall be HEPA vacuumed before it is removed. All equipment and surfaces of containers filled with ACM shall be cleaned prior to removing them from the equipment room or area. The equipment room shall be used for entry or exit to the work area or regulated area.

8. Cleanup and Teardown Procedures

Although the cleanup procedure is a tedious and sometimes lengthy process, it is one of the most important phases of an abatement project. A successful cleanup requires the proper scheduling of events and the attention to detail. Any item overlooked may result in a complete recleaning and retesting of the area. Procedures for the cleanup may vary depending on the materials removed and the locations.

8.1. Cleanup During Gross Removal

Cleaning should begin as the abatement begins. Workers should remove accumulated debris as it is taken down. The bagging of bulk material while still damp is the best practice. Additionally, workers performing the bagging and general cleanup should use HEPA vacuums to clean up all miscellaneous debris on a continuing basis. This action will reduce final cleanup times. Walls, floors and other objects on which asbestos dust and fiber may collect should be cleaned as the work progresses.

8.2. First Cleaning

With the gross removal of all debris from the work area and the HEPA vacuuming of the area, the first cleaning action may occur. Where two barriers of plastic have been hung on the walls and two or more layers on the floor, the first layer from all surfaces may be removed. All surfaces shall now be cleaned, including the surfaces of any equipment in the work area, scaffolding, or other items not being disposed of. This cleaning shall be done by damp wiping and mopping and HEPA vacuuming throughout the enclosure. Dry dusting or sweeping is not permitted at this point All cleaning cloths shall be used once for each surface and discarded. Cleaning of this type continues until all visible signs of residue have been removed.

Filters from negative air machines may now be replaced. The negative air pressure should continue to be maintained while filters are being replaced. Dispose of filters as contaminated debris. Following the cleaning and the filter changes, if time permits, allow the negative air machine to clean the air of any airborne fibers for a period of 24 hours. Oscillating fans should be set up in the enclosure to assure full circulation of air in all parts of the enclosure

Any encapsulation activity or application of lockdown agents may be applied at this time. A second 2 hour wait period is recommended.

8.3. Second Cleaning

The second cleaning is carried out similar to the first A visual inspection is made noting any cleaning deficiencies. Then plastic sheeting covering items such as light fixtures and other interior objects may be removed by carefully removing and rolling inward to form a bundle for disposal. At this point only the critical barrier should remain in place. Hard to get to places such as crevices around doors and windows may be HEPA vacuumed.

The negative air machines shall continue to be in operation and the decontamination unit shall remain in place.

8.4. Third Cleaning

The third cleaning is also carried out like the first and second cleanings following the removal of the primary sheeting. Floor coverings may now be removed by lightly misting the surface and folding inward to create a bundle for disposal, and the floor may be wet mopped, or vacuumed with a HEPA vacuum if carpeted. Remove the interior of the decontamination unit leaving in place only the critical barriers separating the work area from the rest of the building and operating negative pressure system.

If time permits, a 24-hour period is given for the negative air machines to clean the air of airborne asbestos fibers. Oscillating fans are placed in the enclosure to ensure complete air circulation throughout the enclosure during the period.

8.5. Final Cleaning

Perform a final cleaning of all surfaces in the work area in the same manner as in the previous cleaning. Critical barriers are still in place and the negative air units are maintaining a negative pressure.

If time permits, a 24-hour period is given for the negative air machines to clean the air of airborne asbestos fibers. Oscillating fans are placed in the enclosure to ensure complete air circulation throughout the enclosure during the period.

8.6. Visual Inspection

At the end of activities in section 8.5, perform a complete and detailed visual inspection of the entire work area, including: decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any such debris, residue, dust or other matter is found, repeat cleaning and continue the decontamination procedure from that point When the area is visually clean, the written certification shall be completed by the Project Supervisor and signed by the District Supervisor. Critical barriers are still in place and the negative air units are maintaining a negative pressure.

8.7. Final Air Sampling

After the work area is certified to be clean, air samples are to be taken. The detailed procedure for this is covered in the air sampling program.

8.7.1. If the release criteria are not met, repeat Final Cleaning and continue the decontamination procedure from that point.

8.7.2. If the release criteria is met, remove the critical barriers separating the work area from the rest of the building and shut down and remove the negative pressure system.

8.8. Equipment Load-Out

Following the shutdown of the negative air machines, they or those portions of the system in the work area such as the remote filter assembly or intake shall be dismantled and covered with plastic. All remaining materials, equipment, and debris from the work activity shall be removed.

8.9. Removal of Signs and Labels

At the end of the project all signs shall be removed and all barrier tape and other cautionary warning devices shall be taken from the area, restoring the area to its original appearance.

8.10. Certification of Completion

The final activity to perform is to present the building or property owner a certification of completion of the project. This certification and all the documentation to be presented to the building owner shall be bound for inclusion in their records. This time will also be used for a review of the entire project and to address any issues that remain.

9. Alternative Control Methods

9.1. Dry Removal

Under normal operating conditions dry removal activity is not permitted. However, there are situations when this is the accepted method. Such situations include removal of asbestos materials from boilers or pipes that are hot and pressurized and for operational reasons cannot be shut down. In these cases dry removal techniques are accepted. The material should be wetted immediately after it is removed from the substrate to avoid fiber releases during bagging operations.

Before dry removal is to be performed, approval of the procedure must first be obtained from the local regulatory agency and from the office of OTS.

9.2. Live Steam Pipes and Boilers

Conditions may exist where heating units and components may not be deactivated or shut down, so removal must be done while they are hot. Safety precautions should be employed to protect the worker from burns and injury from hot water or fluids and live steam. Such precautions include keeping air lines protected and away from hot surfaces to avoid bum-through. Protective suits should also be carefully monitored to avoid contact with the hot surface.

It is recommended that glove bags not be used on live pipes as the heat may cause a melting of the plastic; rather, standard removal techniques should be used and a HEPA vacuum producing a suction near the removal area should be operating to reduce fiber release during the removal.

Class I removal projects may need to be completed by methods not outlined in 29 C.F.R. 1926.1101. In these situations, alternate control methods will be developed. For projects involving over 25 linear feet or 10 square feet of material, a certified industrial hygienist or licensed professional engineer certified as an Asbestos Project Designer shall evaluate the projected work practices and engineering controls to be utilized. A plan will be developed to certify that employee exposure for these removals will be below the PEL. Prior to commencement of the project, the project evaluation will be sent to the national office of OSHA. For projects less than 25 linear feet or 10 square feet, a competent person will be responsible for evaluation and certification of the alternate control methods. The plans for these small projects are not required to be sent to the national OSHA office.

10. Evaluation

10.1. General

OHIO TECHNICAL SERVICES, INC. will review and evaluate the General Work Practices and Procedures as needed to ensure that the program provides the proper policies and procedures for the performance of asbestos abatement work. The program will be updated and rewritten as needed. OTS President will oversee this evaluation.

10.2. Evaluation

The comments and input for workers on the acceptance and usefulness of the practices, procedures, policy and equipment utilized along with the review of various company records that reflect work practice and procedure related issues shall be utilized by the program administrator to determine their effectiveness. Evidence of failure of these practices and procedures to provide a state-of-the-art asbestos abatement program shall be followed by an immediate and complete investigation to determine why and how the failure has occurred and the immediate action that shall be taken to eliminate further such program failures. The complete findings of the evaluation shall be documented and made available to workers and company personnel for review and comment. In the findings shall be a list of actions and completion dates for each action to correct faults in the program.

Program for Bulk Material, Air and Personal Sampling

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123

Table of Contents

1. Introduction 37
1.1. Scope 37
1.2. Purpose 37
1.3. "Shall" and "Should" 37
1.4. Exceptions 37
2. Definitions **38**
3. Bulk Sampling **41**
3.1. Introduction 41
3.2. Planning and Designing the Sampling Operation 41
3.3. Collecting Samples 48
4. Air Sampling **55**
4.1. Introduction 55
4.2. Types of Sampling 55
4.3. Air Sampling Equipment 62
4.4. Sample Handling 63
4.5. Quality Assurance 64
4.6. Analytical Techniques for Air Samples 64
4.7. Laboratory Reporting 64
5. Special Problems **65**
5.1. Protective Clothing 65
6. Evaluation **66**
6.1. General 66
6.2. Evaluation 66

Program for Bulk Material, Air, and Personal Sampling

1. Introduction

1.1. Scope

This program sets forth accepted practices for sampling of bulk materials, air monitoring, and personal air sampling, provides information and guidance on the proper sampling techniques and procedures for each type of sampling activity, and contains the operation policy of OHIO TECHNICAL SERVICES, INC. The program covers use of sampling to protect persons against unnecessary exposure to harmful concentrations of airborne contaminants in the workplace.

1.2. Purpose

The purpose of this program is to provide information and guidance on the proper sampling techniques that will help safeguard the health and life of the worker and general public This program is written for all persons concerned with determining the concentrations of asbestos in specific materials or in the air environment, but especially for those persons whose primary job function requires them to perform those sampling procedures. This program outlines the procedures to be used during all abatement activity, which will be referenced in the case of disciplinary or enforcement action.

1.3. "Shall" and "Should"

The provisions of this program are mandatory in nature where the word "shall" is used and advisory in nature where the word "should" is used.

1.4. Exceptions

Exceptions to this program may only be granted by the president of Ohio Technical Services, Inc. or his designee charged with the responsibility to oversee and maintain this program. Any exceptions that may violate or not meet the rules and regulations of a regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program.

2. Definitions

accessible- referring to ACM meaning that the material is subject to disturbance by building occupants or maintenance personnel during the course of their normal activities.

accredited or accreditation-a person or laboratory that is accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

air erosion-the passage of air over friable ACBM which may result in the release of asbestos fibers.

asbestos-the asbestiform varieties of: Chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonitegrunerite); anthophyllite; tremolite; and actinolite.

asbestos containing material (ACM)-referring to materials that contain more than 1 percent asbestos.

asbestos containing building materials (ACBM)-surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior parts of a building.

asbestos debris-pieces of ACBM that can be identified by color, texture, or composition, or means of dust if the dust is determined by an accredited inspector to be ACM.

damaged friable miscellaneous ACM-friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber cohesion qualities. Such damage or deterioration may be demonstrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged friable surfacing ACM-friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lack fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.

damaged or *significantly* damaged thermal system insulation ACM-thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole

or part, is crushed, water stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges, or other signs of physical injury to ACM; occasional water damage to the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

encapsulation-the treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).

enclosure - an airtight impermeable, permanent barrier around ACBM to prevent the release of asbestos fibers into the air.

fiber release episode-any uncontrolled or unintentional disturbance of ACBM resulting in visible emission.

friable-refers to a material that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes, previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

functional space room-a group of rooms, or a homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above).

high-efficiency particulate air (HEPA)-a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 inches in diameter or larger.

homogeneous area-an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

miscellaneous ACM-miscellaneous material that is ACM in a building.

miscellaneous material-interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

nonfriable-material that when dry may not be crumbled, pulverized, or reduced to powder by hand pressure.

preventive measures-actions taken to reduce disturbance of ACBM or otherwise eliminate the reasonable likelihood of the materials becoming damaged or significantly damaged.

removal-taking out or stripping of substantially all ACBM from a damage area, a functional space, or a homogeneous area in a building.

repair-returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

response action-a method including removal, encapsulation, enclosure, repair, and operations and maintenance, that protects human health and the environment from friable ACBM.

routine maintenance area-an area, such as a boiler room or a mechanical room, that is not normally frequented by building occupants, and in which maintenance employees or contract workers regularly conduct maintenance activities.

significantly damaged friable miscellaneous ACM-damaged friable miscellaneous ACM where the damage is extensive and severe.

significantly damaged friable surfacing ACM-damaged surfacing ACM in a functional space where the damage is extensive and severe.

surfacing ACM-surfacing material that is ACM.

surfacing material-material that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing or other purposes.

thermal system insulation-material applied to pipes, fittings, boilers, breeching, tanks, duct, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

thermal system insulation ACM-thermal system insulation that is ACM.

vibration-the periodic motion of friable ACBM which may result in the release of asbestos fibers.

3. Bulk Sampling

3.1. Introduction

This section covers all aspects of collecting, handling, and reporting of results for bulk samples. This section does not cover in detail the sample analysis procedures, only to the extent of describing the types of available analysis. Specific discussion of the procedures for analysis are covered in Appendix A to Subpart F in 40 CFR Part 763, entitled Interim Method for the Determination of Asbestos in Bulk Insulation Samples.

3.2. Planning and Designing the Sampling Operation

The material in this section is based largely on the information in the EPA Guidance Document Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials (EPA publication number 560-85-030a, October 1985).

3.2.1. Surfacing Materials

This section covers those materials that are applied typically to broad surfaces such as, but not limited to, ceilings and walls.

3.2.1.1. Identifying Sampling Areas

The first step in the sampling procedure is to identify the areas of surfacing materials that are friable and subject to question. First, group the materials by homogeneous area. Such an area should be uniform in texture and appearance, installed at one time, and likely to be of the same material or formulation. If materials are known to have been installed at different times and if different materials have been used, then separate areas for sampling should be designated. If there is any reason to suspect that there is more than one material even though the general area appears uniform in appearance and texture, then separate areas should be designated. The materials in different sections or wings of a building should be considered separately even if the material was installed at the same point in time.

Where multiple floor buildings are encountered and it is known that the material was intalled at the same point in time, then the same portion of each floor may be assumed to be the same material. However, if there is any evidence or reason to believe that the materials in the building are not all uniform, then each floor should be assessed individually and sampling areas designated.

Note: In any single or multiple structure, if there is any doubt about a material, assign a separate sampling area and have the area evaluated.

3.2.1.2. Preparation of Diagrams

As each sampling area is identified, a diagram should be prepared of the area noting their locations. The diagram should be approximately to scale and should include the following information:

- Identification number of sampling area
- Brief description of sampling area
- Area dimensions, preferably to scale
- Name and location of property
- Name and phone number of person responsible for property
- Name of person inspecting and date of inspection
- Name of person preparing the diagram and date prepared

When the homogeneous area consists of separate floors of a building, each floor shall have a sketch identifying the friable material. In instances where the material has been applied in a nonhorizontal manner (such as on a wall), the diagram should indicate by a sketch where the suspect material is located and a description should accompany the sketch to give additional information. All diagrams and sketches shall be retained as part of the permanent project documentation.

3.2.1.3. Number of Samples

With each homogeneous area, a quantity of nine samples should be taken. This quantity of samples has a high likelihood of detecting asbestos containing materials. There may be constraints that limit the number of samples that may be collected. In those instances where nine samples may not be collected for each homogeneous area, the minimum number of samples taken will be done in accordance with 40 CFR Part 763.86. The sample guidelines of this section are outlined in the table below.

Size of Sampling Area	**Recommended Number of Samples to be Collected**	**Minimum Number of Samples to be Collected**
Less than 1,000 sq. ft.	9	3
Between 1,000 & 5,000 sq. ft.	9	5
Greater than 5,000 sq. ft.	9	7

3.2.1.4. Selection of Sample Locations

In this sampling scheme, the sample locations are selected so that they represent the area. In a typical sampling layout when nine samples are collected, the sample area is divided into a grid of nine with a sample coming from each grid. When fewer than nine samples are collected, then a random sampling scheme is used. The inspector should not use a personal judgment for selecting the specific

sampling areas as this can induce a bias and lead to the wrong decision about the presence or absence of asbestos. The procedure for creating the sample sites is to divide the subject area into nine subareas as mentioned above. This is easily done by dividing the length and the width each into three equal lengths and then drawing the resulting grid. This does not have to be exact and can be done on the diagram created in section 3.2.1.2. above.

If the sampling area does not fit into a rectangle, parts of the grid might not be in the sampling area. Normally this is not a problem; however, if a large part or parts of the grid falls outside the sampling area (for example, if the sample area is L-shaped), it is advisable to divide the sampling area into two or more separate areas, each of which is approximately rectangular. Then, each of the newly formed rectangles can be divided into grids as above. For the greatest coverage, one sample from each of the nine regions should be collected. If fewer samples are to be collected, the diagrams in Table 3.1 show which subareas to use in order to follow a random sampling scheme. For the first area you intend to sample, number the nine subareas as shown for Sampling Area #1 in Table 3.1. If three samples are needed, take them from the subareas marked 1, 2, 3, 4, and 5, and so on. Take samples from approximately the center of a subarea or as dose as possible to the center if accessibility, presence of light fixtures, etc., make the center location impractical. If a subarea is specified that falls entirely outside the sampling area, use the next specified subarea instead. For example, if subarea 3 falls outside the sampling area, take the third sample from subarea 4. For very irregularly shaped areas, the sampling area may be divided into nine subareas of approximately equal size that do not necessarily form a rectangular grid. The diagrams in Table 3.1 will then need to be adapted to the specified situation. Illustration 3.1 shows an example of a Y-shaped sampling area that was divided into nine subareas of equal size. The first diagram of Table 3.1 was adapted accordingly to number the subareas. When adapting sampling diagrams, retain the order of numbered subareas from left to right and top to bottom whenever possible.

For each sampling area, use a new diagram in Table 3.1. If you have more than 18 sampling areas, start again at sampling area #1 to determine sampling locations for subsequent areas.

3.2.1.5. Identification of Samples

For each sample location, a sample ID number shall be assigned. Preferably, this is done on the sampling area diagram prior to the actual sampling work. The ID number from each location shall be recorded in the sampling log and shall be put on the sample container. Care must be used to ensure that the number on the sample container matches the location from whence the sample was actually taken. No two samples shall have the same ID number. Unique sample numbers that are nonsystematic will prevent the analysis laboratory from knowing which samples come from the same sampling area or the same

buildings. The blind procedure helps prevent bias on the part of the analyst since there is no temptation to assume that the next sample will be similar to the previous one.

3.2.2. Thermal System Insulation

The classification of homogeneous areas applies equally well to thermal insulation as to surfacing material. The major difference is that the insulation on thermal systems is likely to be much more varied than materials on surfaces. A typical building may contain multiple insulated pipe runs from a combination of the following major categories.

- Hot water supply and/or return
- Cold water supply
- Chilled water supply
- Steam supply and/or return (watch for different pressure steam lines)
- Roof or system drain
- Chemical or waste transport

Each of these systems (and this list is not meant to be all inclusive) may have been installed at different times and insulated with different materials. For this reason, the inspector should first identify the building system in question and use this information in conjunction with the physical appearance of the insulation to delineate homogeneous sampling areas. Each of the above mentioned systems may be composed of a variety of materials. Below is a sample list of thermal insulation.

- Corrugated cardboard-type pipe wrap
- White chalky pipe wrap
- Fibrous glass insulation covering a pipe wrap of unknown characteristics
- Cementitious "mud" around pipe fittings
- Hard canvas-wrapped insulation on pipe elbows
- Block insulation on boilers
- White batt insulation on boiler breeding
- Black batt insulation inside ducts
- Rope around pipe sleeves in ceiling and floor slabs

Each type of insulation should be considered a separate component of the system and a separate homogeneous area for sampling purposes. An inspector should be aware that while materials such as fibrous glass, foam glass, rubber, and Styrofoam are not suspect materials they may cover up a material that contains asbestos, so sampling under or examination as to what may be under these materials is advisable. The number of samples and locations is dependent upon local conditions. An attempt should be made to collect three samples in each sampling area. For long pipe runs or risers, more samples should be taken. This is especially true if the piping run extends into more than one functional area. Pay careful attention to the appearance of the insulation in long runs as it may indicate a possible change in insulation type and the need to establish a new sampling area. As outlined in 40 CFR 763.86(b)(1), at least three samples from each homogeneous area of thermal insulation shall be taken. As in paragraph (b)(2), one sample shall be taken from

each homogeneous area of patched thermal insulation if the patched area is less than six linear or square feet. Samples shall be taken from each area where cement or plaster is used on fittings such as tees, elbows, or valves. Those areas that the inspector has examined and determined that the thermal system insulation is not asbestos containing material are not required to be sampled. Under normal circumstances, samples should be collected at locations where minimal damage to the insulating material will result. Areas with exposed ends, damaged areas, or areas where the protective covering is exposed or missing are preferred. The regulations noted above require that the samples be taken at random locations and, thus, may not facilitate the use of those-areas already displaying damage or easy accessibility. The inspector shall follow the requirements of 40 CFR 763.86, but should ensure that the sampling activity does not increase the degree of damage in those areas or provide new damage to the thermal insulating material.

3.2.3. Miscellaneous Materials

Miscellaneous materials for the most part are nonfriable. As such, sampling these materials is more difficult and more destructive. For those miscellaneous materials that are friable, the inspector shall collect three samples from each homogeneous area.

3.2.4. Non-friable Suspected Asbestos Containing Materials

As noted in section 1.3.2.3. above, many miscellaneous materials that are desired to be sampled are nonfriable. The collection of a sample from these materials may require the cutting, breaking, or minor destruction of the suspect material. If a sample must be obtained it should be taken from an area that is inconspicuous whenever possible. Sampling from the center of a ceiling area to collect a sample is unacceptable. However, collecting a sample of floor tile from a corner may be allowed. Items such as transite wallboard may not need sampling as they can be easily identified. For those materials not sampled but suspected to be asbestos containing, their location and condition should be dearly recorded on the diagram of the sampling area.

3.3. Collecting Samples

3.3.1. Personal Protection Equipment

The inspector collecting samples shall utilize personal protection equipment at all times during the collection activity. This shall be at a minimum a half-face respirator. When the subject area has any materials overhead that must be sampled; then the minimum respirator shall be a full-face powered air purifying respirator as issued by OTS. The PAPR will protect the inspector from dust or light debris and fibers that might be released during the sampling procedure. Disposable clothing such as full coverage Tyvek suits shall be worn during the sampling procedure where there is likelihood that the inspector may dislodge or come in contact with materials that are extremely dusty (e.g., crawl space, dirty mechanical room, utility

tunnel). The inspector shall be equipped with plastic disposal bags (properly marked) that the protective suit; wipe cloths, debris and any other items that might have come in contact with asbestos containing materials can be placed. The contents of these bags shall be assumed to contain asbestos dust and contaminated debris. The bags shall be returned to OTS for proper disposal as asbestos containing wastes.

3.3.2. Sampling Equipment

Each inspector shall be equipped with the following equipment prior to performing any inspection and sample collection activity.

3.3.2.1. Paperwork

- Site background information
- Plot plan and sampling diagram
- Forms
  - Bulk sampling log
  - Inspection/assessment forms
- Graph/scratch paper

3.3.2.2. Protective Equipment

- Respirator-Half face and PAPR
- Respirator cleaner & filters
- Disposable suit
- Disposable boots
- Latex gloves
- Hard hat or bump cap
- Protective shoes

3.3.2.3. Supplies

- Camera/film
- Duct tape
- Indelible markers
- Spray adhesive
- Encapsulant (w/spray bottle)
- Wet-wipes
- Protective warning barrier tape
- Zip-lock bags
- Sample containers
- Labels
- Clear/cellophane tape
- Drop cloth
- Asbestos bags
- Sponge
- Triplicate numbering tags

3.3.2.4. Tools

- Clipboard
- Flashlight/batteries
- Utility knife/blades
- Coring tool (cork borer)
- Large screwdriver
- Small screwdriver
- Measuring wheel/tape measure
- Ice pick (for pipe diameters)
- Caulking gun and caulk
- HEPA filtered vacuum
- Carpenters belt

3.3.3. Sampling Procedures

The collection of samples shall be performed in a manner that will cause the least possible amount of disturbance to the material. It is important to be aware that the sampling activity is a potential cause of a fiber release and that any such activity should be cleaned out in such a manner as to minimize the possible exposure of building occupants to asbestos fibers. As such, whenever possible, sampling should be performed after hours or when the building is not in use.

3.3.4. Surfacing Materials

3.3.4.1. The following are the basic steps for sampling surfacing materials:

3.3.4.1.1. Put on respirator and protective clothing, inspecting respirator for proper function.

3.3.4.1.2. Spread protective drop cloth below sample area, set up ladder and other needed equipment.

3.3.4.1.3. Prepare a sample container and label with ID number and record number, sample location, and type of material being sampled on data form. Sample label shall be applied to container.

3.3.4.1.4. Mark sample location on the sampling diagram and record sample ID number on the diagram as well.

3.3.4.1.5. Moisten area where sample is to be extracted, spraying the immediate area with amended water.

3.3.4.1.6. Extract sample using a clean knife to cut or scrape or cut out a small amount of material. Be sure to penetrate all layers of material and use caution not to disturb adjacent material.

3.3.4.1.7. Place sample in container and seal tightly.

3.3.4.1.8. Wet wipe the exterior of the container to remove any material that may have adhered to it during the sampling.

3.3.4.1.9. Clean all tools with wet wipes and damp mop or vacuum area with HEPA vacuum to clean up any residue.

3.3.4.1.10. Fill sample hole with caulking compound on highly friable material and/or spray with acrylic adhesive to minimize post sampling fiber release.

3.3.4.1.11. Continue same procedure at each location.

3.3.4.1.12. At the completion of sampling, all protective clothing, wet wipes, respirator fillers, and drop cloths shall be placed in an asbestos bag. The bag shall be sealed and placed in a second bag, which should then be sealed. The bag shall then be returned to OTS for proper disposal as asbestos containing material. No materials used in the sampling are to be left on site.

3.3.5. Thermal Insulation

3.3.5.1. The following are the basic steps for sampling thermal system insulation materials:

3.3.5.1.1. Put on respirator and protective clothing, inspecting respirator for proper function.

3.3.5.1.2. Spread protective drop cloth below sample area, set up ladder and other needed equipment.

3.3.5.1.3. Prepare a sample container and label with ID number and record number, sample location, and type of material being sampled on data form. Sample label shall be applied to container.

3.3.5.1.4. Mark sample location on the sampling diagram and record sample ID number on the diagram as well.

3.3.5.1.5. Moisten area where sample is to be extracted, spraying the immediate area with amended water.

3.3.5.1.6. Cut a triangle flap in the covering of the material if a cover is present. This is done by scoring a "V" through the surface of the covering and lifting the point to expose the suspect material. Extract sample using a core borer. When sampling the material, penetrate the material using a twisting motion. Be sure to penetrate all layers of the material and use caution not to disturb adjacent material.

3.3.5.1.7. Place sample in container and seal tightly.

3.3.5.1.8. Wet wipe the exterior of the container to remove any material that may have adhered to it during the sampling.

3.3.5.1.9. Clean all tools with wet wipes and damp mop or vacuum area with HEPA vacuum to clean up any residue.

3.3.5.1.10. Fill sample hole with caulking compound and spray area with acrylic adhesive to minimize post sampling fiber release. Press triangular flap back into place and apply a piece of duct tape over the sample point.

3.3.5.1.11. Continue same procedure at each location.

3.3.5.1.12. At the completion of sampling, all protective clothing, wet wipes, respirator filters, and drop cloths shall be placed in an asbestos bag. The bag shall be sealed and placed in a second bag, which should then be sealed. The bag shall then be returned to OTS for proper disposal as asbestos containing material. No materials used in the sampling are to be

left on-site.

3.3.6. Sample Handling

This section covers the handling of the samples once they have all been collected. It should ensure that the samples are neither lost nor their identity confused. The purpose of this sample handling procedure is threefold; it protects the samples from damage; reduces the possibility of misidentifying samples; and provides a means of tracing any samples that may be lost. This procedure is carried out in four stages: prior to sampling; at sampling; upon conclusion of sampling; and at the laboratory. Before sampling consecutive and should allow for rapid identification of duplicate quality assurance (QA) sample. Random number generation is acceptable only if there is no duplication of any number.

As the samples are collected each one shall receive an identification label affixed to container. This number shall be entered on the chain of custody sheet and the sampling diagram should be marked with the number at the location it was taken. If QA samples are to be analyzed by independent labs then the information from these samples should be entered on separate chain of custody sheets.

When sampling is complete all sample containers should be checked to ensure their lid it tightly sealed. Then place the samples in the shipping container along with the chain of custody forms. The samples should be protected with appropriate packing material. Apply the warning label and ship to the designated laboratory.

In the handling of the samples, it is important to limit the number of persons caring for them and to keep a record of who is taking responsibility for the samples at different times. The chain-of-custody form is a record of the persons through whose hands the samples have passed. This form shall contain the following information:

- Name of sampling site
- Address of sample site
- Name of person responsible for site
- Destination of samples (laboratory)
- Person receiving samples
- Signature of person receiving samples
- Project number
- Date samples taken
- Name of person taking samples
- Number of samples
- Signature of person sending samples
- Date a time samples received

After the samples have been analyzed, a report shall be prepared and sent to the inspector.

The report shall contain the name and address of the laboratory, date of analysis, name and signature of person performing analysis, and results of the analyses. The report shall show the individual results for each sample tested and ordered by sample ID number. This lab report shall be included in the permanent project documentation.

3.3.7. Quality Assurance

The quality assurance procedures are used to ensure reliable results for analysis of bulk samples. The laboratory that the samples are sent to must be listed on the EPA's list of approved laboratories participating in EPA's Quality Assurance Program.

As an additional check of the laboratory's performance, a set of QA samples is taken during the course of sampling. These samples are duplicates of select locations. The number of samples is to be one QA sample for every 20 standard samples; at a minimum, one QA sample should be taken for each building. The samples should not be identifiable by the ID number as a QA sample. The results between the standard and QA samples should not disagree on the presence or absence of asbestos (i.e.,>1% vs. at least 1% asbestos). Should disagreement occur, it should be brought to the attention of the laboratory, inspector, and project manager and, if necessary, additional samples collected.

3.4. Analytical Techniques for Bulk Samples

Bulk samples shall not be composited for analysis and shall be analyzed for asbestos content by the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" found in Appendix A. to Subpart F in 40 CFR 763 which is required by 40 CFR 763.87(b).

PLM is the EPA-approved method for analyzing bulk materials for asbestos. Detailed discussion of the analysis method is outside of the scope of this document, but can be found in Appendix A as mentioned in the preceding paragraph. The PLM technique is limited to detection of approximately 1% by area. Other analysis techniques available that provide more accurate analysis are permitted when deemed appropriate.

3.5 Laboratory Reporting

The analytical laboratory shall upon completion of sample analysis prepare a report of its findings, which includes the following information:

- Site sample identification number
- Laboratory sample identification number
- Analytical technique used
- Laboratory quality control procedures
- Physical description of sample, as received
- Type(s) and estimated percentage of asbestos
- Type(s) and estimated percentage of non-asbestos fibers

- Type(s) (if known) and percentage of other components
- Date of analysis
- Analyst's signature

This report and associated documents, written opinions, and other materials provided by the laboratory shall be included as part of the permanent project documentation.

4. Air Sampling

4.1. Introduction

This section covers all aspects of collection, handling, and reporting of results for air sampling. The specific air samples to be covered include background, work area, barrier, environmental, final or clearance and personal. This section does not cover in detail the sample analysis procedures, only to the extent of describing the types of available analysis. Specific discussion of the procedures for analysis are covered in 29 CFR 1926.58 Appendix A entitled "OSHA Reference Method-Mandatory." The sampling procedures covered in this section come directly from 29 CFR 1926.58, 29 CFR 1910.1001, and NIOSH 7400. There are also procedures included for additional sampling not currently required by the preceding regulations. These procedures shall not contradict the regulations; rather, they should supplement them and provide additional information on the safe operation of the abatement activity and protection of the workers and public health.

4.2. Types of Sampling

There are six types of air sampling. Each has its own purpose and specifications for pump type, pump placement, air volume, and analysis. In ALL instances, the sampling cassettes should be positioned such that they point downward, at roughly a 45° angle. Each cassette shall be marked with a sample number, the date, and start and stop times.

4.2.1. Background Sampling

Background air sampling is performed prior to the start of any abatement activity. This sampling provides the background level of airborne asbestos fibers present which can be used to determine the type of respirator required for the work. The information can also be used to determine the severity of the fiber release and will be later used for comparison to final air clearance samples. The following procedures shall be used in background sampling:

4.2.1.1. Inspect and test high volume pump according to manufacturers specifications noting any problems with pump operation.

4.2.1.2. Calibrate sample pump before and following collection of sample(s) using a representative sample cassette-not the actual sample cassette-attached to the inlet tube noting any changes in flow rates or operation.

4.2.1.3. The sample pump should be set up at a location that represents the near center of the proposed abatement area. One sampling pump per 50,000 sq. ft. should be used. In setting up the pump, the sample cassette inlet should point downward, and if possible, the cassette should be grounded to remove any surface static charge.

4.2.1.4. One air sample shall be taken, minimum, for the area.

4.2.1.5. The sampling air flow rate shall have a range from 2 liters/mm. to 15 liters/mm. (120-720 liters per hour) and each sample shall have a volume range from 1,000 to 3,000 liters. In areas that are considered to be cleaner, the flow rate may be increased to achieve sufficient filter loadings. Caution should be exercised to avoid overloading the filter with background dust. Excessive loading of the filter with dust may limit the ability to measure the fiber count.

4.2.1.6. A field blank may be submitted when a group of samples has been collected. For a quantity of samples less than five, field blanks are not normally submitted. A field blank is created by removing the cover of a sampling cassette and placing it in a clean area until the sampling period has ended, when all top covers are replaced along with end caps.

4.2.1.7. Each sample shall be labeled, the data recorded in the sampling log, and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.1.8. Analysis of the samples shall be according to NIOSH 7400 Method for air sampling and air sample evaluation by Phase Contrast Microscopy (PCM) in a NIOSH qualified or an AIHA-accredited laboratory.

4.2.1.9. Results are reported back to OTS for inclusion in permanent project documentation.

4.2.2. Personal Air Sampling

This sampling is performed to determine the concentration of airborne asbestos fibers the worker is exposed to. The following procedures shall be used in personal air sampling:

4.2.2.1. Each personal air sampling pump shall be tested and inspected in accordance with the manufacturers instructions to assure proper working order noting any problems with its operation. This inspection shall include a check for full charge on battery pack to avoid the pump stopping during sampling.

4.2.2.2. Calibrate sample pump before and after collection of sample(s) using a report sensitive sample cassette-not the actual sample cassette-attached to the inlet tube noting any changes in flow rates or operation.

4.2.2.3. Attach the sample inlet to the workers lapel within 12" of the workers mouth. The sample inlet should be oriented face down. A leak test should be made to prevent air leaks.

4.2.2.4. A minimum of one personal sample per 8-hour shift per work area shall be

taken. Each worker should be equipped with a personal air sampler. However, if several workers are operating within the same area for an extended period of time, a single personal sample may be used as representative of that specific group of workers. If each worker is in a different area performing his assigned duties, then each worker should have a personal air monitor. Sampler air flow rate shall range from 0.5 liters/min. to 2.5 liters/min. (30-150 liters per hour). Total sample volume should not exceed 400 liters in environments that are dusty, and up to 1,000 liters in a clean environment. Observation should be made to ensure that filter membrane does not become clogged or overloaded during the sampling period. An 8-hour time weighted average (TWA) is required with multiple cassettes used across a 7- to 8-hour time period.

4.2.2.5. Submit at least two field blanks (or 10% of the total samples, whichever is greater) for each set of samples. A field blank is created by removing the cover of a sampling cassette and placing it in a clean area until the sampling period has ended, when all top covers are replaced along with end caps.

4.2.2.6. Each sample shall be labeled, the data recorded in the sampling log, and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.2.7. Analysis of the samples shall be according to NIOSH 7400 Method for air sampling and air sample evaluation by Phase Contrast Microscopy (PCM) in a NIOSH qualified or an AIHA-accredited laboratory.

4.2.2.8. Results are reported back to OTS for inclusion in permanent project documentation.

4.2.3. Work Area Sampling

This sampling is similar to a personal air sample except that the cassette and the pump remain stationary. Pumps should be placed at breathing zone height in the containment area. When possible, the sample cassette holder should be separate from the actual sample pump in order to avoid any vibration that may affect the collection of fibers on the filter membrane. Monitoring of the work area should be performed in order to avoid overloading of the sample cassette and possible dogging and to determine the concentration of airborne asbestos fibers the workers are exposed to. The following procedures are to be used in work area sampling:

4.2.3.1. Each work area sampling pump shall be tested in accordance with the manufacturers instructions to assure proper working order noting any problems with its operation. This inspection shall include a check for full charge on battery pack to avoid the pump stopping during sampling

4.2.3.2. Calibrate sample pump before and after collection of sample(s) using a report sensitive sample cassette-not the actual sample cassette-attached to the inlet tube noting any changes in flow rates or operation.

4.2.3.3. Attach the sample inlet to a freestanding holder at the general height of the workers mouth. The sample inlet should be oriented face down. A leak test should be made to prevent air leaks.

4.2.3.4. A minimum of one work area sample per 8-hour shift per work area shall be taken. If several workers are in different areas performing their assigned duties, then each group of workers should have a work area air monitor operating in the area where they are if the work being performed is significantly different from that of other workers such that fiber release may result. A separate area generally means a separate room, floor, or distance such that airborne concentrations of asbestos fibers would not normally travel via air current to cause a uniform dispersion through the work area within four hours of a local high fiber count release. Sampler air flow rate shall range from 1 liter/min. to 4 liters/min. (6O-240 liters per hour). Total sample volume should not exceed 400 liters in environments that are dusty, and up to 1,000 liters in a clean environment. Observation should be made to ensure that filter membrane does not become clogged or overloaded during the sampling period. An 8-hour time weighted average (TWA) is required with multiple cassettes used across a 7- to 8-hour time period.

4.2.3.5. Each sample shall be labeled, the data recorded in the sampling log, and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.3.6. Analysis of the samples shall be according to NIOSH 7400 Method for air sampling and air sample evaluation by Phase Contrast Microscopy (PCM) in a NIOSH qualified or an AIHA-accredited laboratory.

4.2.3.7. Results are reported back to OTS for inclusion in permanent project documentation.

4.2.4. Barrier Air Sampling

The barrier air sample is taken at points of potential air leakage, just outside the containment area. Samples are also taken outside any part of the containment area that has experienced a breech of the containment's integrity. These samples are crucial to the abatement project as they demonstrate the integrity of the containment area, efficiency of the air filtration equipment, and general protection of the outside air environment. The following procedures are to be used in barrier air sampling:

4.2.4.1. Inspect and test high volume pump according to manufacturers specifications noting any problems with pump operation.

4.2.4.2. Calibrate sample pump before and after collection of sample(s) using a report sensitive sample cassette-not the actual sample cassette-attached to the inlet tube noting any changes in flow rates or operation.

4.2.4.3. The sample pump should be set up at any location that has experienced a

leak of the containment area. These sample sites once established should, if possible, continue throughout the remainder of the abatement activity. if following a containment leak occurrence sampling reveals that fiber levels are within clearance specifications of 0.01 fibers/cubic centimeter as specified in 29 CFR 1926.58, Appendix F sampling may be ceased. Sample pumps may be set up in the area of the decontamination facility and any designated passage in or out of the containment area in setting up the pump the sample cassette inlet should point downward. And if possible the cassette should be grounded to remove any surface static charge.

4.2.4.4. One air sample shall be taken, minimum, for the area for each 8-hour period of work.

4.2.4.5. The sampling air flow rate shall have a range from 2 liters/min. to 15 liters/min. (12-720 liters per hour) and each sample shall have a volume range from 1,000 to 3,000 liters in areas that are considered to be cleaner the flow rate may be increased to achieve sufficient filter loadings. Caution should be exercised to avoid overloading the filter with background dust. Excessive loading of the filter with dust may limit the ability to measure the fiber count.

4.2.4.6. A field blank may be submitted when a group of samples has been collected. For a quantity of samples less than five, field blanks are not normally submitted. A field blank is created by removing the cover of a sampling cassette and placing it in a clean area until the sampling period has ended when all top covers are replaced along with end caps.

4.2.4.7. Each sample shall be labeled, the data recorded in the sampling log and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.4.8. Analysis of the samples shall be according to NIOSH 7400 Method for air sampling and air sample evaluation by Phase Contrast Microscopy (PCM) in a NIOSH qualified or an AIHA-accredited laboratory.

4.2.4.9. Results are reported back to OTS for inclusion in permanent project documentation.

4.2.5. Environmental Sampling

These samples are taken where the exhaust from the negative air machines are placed. They demonstrate the effectiveness of the HEPA negative air machines and the of the local environment. These samples may be met by the barrier sampling if the air pumps are located within 10 to 20 feet of the exhaust port. The following procedures are to be used in environmental sampling:

4.2.5.1. Inspect and test high volume pump according to manufacturers specifications noting any problems with pump operation.

4.2.5.2. Calibrate sample pump before and after collection of sample(s) using a representative sample cassette-not the actual sample cassette-attached to the inlet tube noting any changes in flow rates or operation.

4.2.5.3. The sample pump should be set up in a location that is in approximately 10-20 feet of the exhaust from the containment area. These sample sites once established should, if possible, continue throughout the remainder of the abatement activity. However, if following a containment leak occurrence sampling reveals that fiber levels are within clearance specifications of 0.01 fibers/cubic centimeter as specified in 29 CFR 1926.58, Appendix F sampling may be ceased. Sample pumps may be set up in the area of the decontamination facility and any designated passage in or out of the containment area. hi setting up the pump, the sample cassette inlet should point downward. And, if possible, the cassette should be grounded to remove any surface static change.

4.2.5.4. One air sample shall be taken, minimum, for the area for each 8-hour period of work.

4.2.5.5. The sampling air flow rate shall have a range from 2 liters/min. to 15 liters/min. (120-720 liters/hour) and each sample shall have a volume range from 1,000 to 3,000 liters. In areas that are considered to be cleaner the flow rate may be increased to achieve sufficient filter loadings. Caution should be exercised to avoid overloading the filter with background dust. Excessive loading of the filter with dust may limit the ability to measure the fiber count.

4.2.5.6. A field blank may be submitted when a group of samples has been collected. For a quantity of samples less than five, field blanks are not normally submitted. A field blank is created by removing the cover of a sampling cassette and placing it in a clean area until the sampling period has ended when all top covers are replaced along with end caps.

4.2.5.7. Each sample shall be labeled, the data recorded in the sampling log and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.5.8. Analysis of the samples shall be according to NIOSH 7400 Method for air sampling and air sample evaluation by Phase Contrast Microscopy (PCM) in a NIOSH qualified or an AIHA-accredited laboratory.

4.2.5.9. Results are reported back to OTS for inclusion in permanent project documentation.

4.2.6. Final or Clearance Sampling

This is the most critical air sampling to be performed in an abatement project. It is performed after a work area is cleaned and ready to be dismantled, and shall be performed prior to the dismantling. The following procedures are to be used in final or clearance sampling:

4.2.6.1. Inspect and test high volume pump according to manufacturers specifications noting any problems with pump operation.

4.2.6.2. Calibrate sample pump before and after collection of sample(s) using a representative sample cassette not the actual sample cassette attached to the inlet tube noting any changes in flow rates or operation.

4.2.6.3. Sample pumps should be set up in the containment area at a position that is generally central to the work area. In setting up the pump, the sample cassette inlet should point downward. And, if possible, the cassette should be grounded to remove any surface static change.

4.2.6.4. Aggressive sampling is performed by directing the forced air exhaust from a high volume blower against all walls, floors, ceilings, and surfaces in the work area prior to starting the sample pumps. This air blowing should occur for at least five minutes for each 1,000 sq. ft. of floor space.

4.2.6.5. A 20" low speed fan shall be placed on the floor directed upward. One fan should be used for every 10,000 cubic feet of room space. These fan(s) shall be allowed to operate continuously while the sample pumps are in operation.

4.2.6.6. As outlined in 40 CFR Part 763, Appendix A to Subpart E Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Non-mandatory, and Mandatory Section to Determine Completion of Response Actions Section II B Sampling Item A, a minimum of 13 samples are to be collected for each testing site consisting of the following:

4.2.6.6.1. A minimum of five (5) samples per abatement area;

4.2.6.6.2. A minimum of five (5) samples per abatement area positioned at locations representative of the air entering the abatement site;

4.2.6.6.3. Two field blanks: one from near the entrance to each abatement site; and one from the ambient area. Note: these two samples are made by removing the cap from the sample cassette for not more than 30 seconds before sampling be-gins. *Do not* leave the field blanks open during the sampling period. In addition, one field blank should be submitted from a cassette that has not been opened.

4.2.6.7. The sampling air flow rate shall have a range from 1 liter/min. to 10 liters/min. (60-600 liters/hour) and each sample shall have a volume range from

1,200 to 4,000 liters.

4.2.6.8. Each sample shall be labeled, the data recorded in the sampling log and the samples placed in a rigid shipping container with nonconductive packing materials for transport to the analysis laboratory.

4.2.6.9. Analysis of the samples shall be according to 40 CFR Part 763, Appendix A to Subpart E Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory, and Mandatory Section to determine completion of response actions. Additionally, 29 CFR 1926.58 Appendix A to 1926.58 OSHA Reference Method-Mandatory may be referenced for information on the procedure for analyzing air samples.

4.2.7. The air sample results are to be compared in two ways. The first is to compare sampling results with those of outside air samples. The EPA has determined that an abatement area cannot be cleaned to an airborne asbestos concentration which is lower than the air entering the cleaned area. The inside air and outside air sample results are compared by the Z-test as outlined in Section IV Mandatory Interpretation of Transmission Electron Microscopy results to determine completion of response actions. If the results of the Z-test are below 1.65 the abatement is considered complete. The second test is for the actual airborne asbestos concentrations which must be below 0.01 fibers/cubic centimeter. Failure of either check is considered a failure to achieve completion. Results are reported back to OTS for inclusion in permanent project documentation and to persons responsible for facility and abatement project.

4.3. Air Sampling Equipment

4.3.1. Pumps

There are two types of sample pumps and two types of field calibrators. Low volume pumps typically run off Ni-cad batteries and when fully charged should operate 12 hours. They are typically used for personal air sampling as they are small enough to be worn on the belt of the worker. Many high volume sample pumps are open armature type. These pumps operate from a 110 volt source and are placed on the floor of an abatement area. They are used for area and clearance sampling.

4.3.2. Sample Cassettes

The filter on which asbestos fibers are collected is mounted in a sample cassette. The cassette consists of four main parts; the cap, cowl, filter, filter backing, and base. The cap is the portion of the cassette which is removed during sampling. Once sampling is complete and the cap is replaced, the sample is complete and suitable for shipping to the analysis lab. When using the sample cassette, it should always be pointed downward during sampling and, when possible, grounded to avoid having filters collecting on the sides of the cowl due to static electricity. The cassette should always be handled with care so as not to dislodge fibers from the membrane surface.

4.4. Sample Handling

This section covers the handling of the samples once they have all been collected. It should ensure that the samples are neither lost nor their identity confused. The purpose of this sample handling procedure is threefold: it protects the samples from damage, reduces the possibility of misidentifying samples, and provides a means of tracing any samples that may be lost. This procedure is carried out in four stages: prior to sampling; at sampling; upon conclusion of sampling; and at the laboratory. Before sampling the numbering scheme shall be determined.

The numbering system should avoid being consecutive and should allow for rapid identification of a duplicate quality assurance (QA) sample. Random number generation is acceptable only if there is no duplication of any number. As the samples are collected each one shall receive an identification label affixed to the cassette. This number shall be entered on the chain-of-custody sheet and the sampling log. When sampling is complete, all sample cassettes should be checked to ensure their caps are tightly sealed. Then, place the samples in the shipping container along with the chain-of-custody forms. The samples should be protected with appropriate packing material. Apply the warning label and ship it to the designated laboratory.

- Name of sampling site
- Address of sample site Name of person responsible for site
- Destination of samples (laboratory)
- Person receiving samples
- Signature of person receiving samples
- Project number
- Date samples taken
- Name of person taking samples
- Number of samples
- Signature of person sending samples
- Date a time samples received

After the samples have been analyzed, a report shall be prepared and sent to the inspector. The report shall contain the name and address of the laboratory, date of the analysis, name and signature of the person performing the analysis, and the results of the analyses. The report shall show the individual results for each sample tested and organized by sample ID number. This lab report shall be included in the permanent project documentation.

4.5. Quality Assurance

The quality assurance procedures are used to ensure reliable results for analyses of bulk samples. The laboratory that the samples are sent to must be listed on the EPA's list of approved laboratories participating in EPA's Quality Assurance Program.

4.6. Analytical Techniques for Air Samples

There are four methods used to determine the asbestos content of air samples: PCM, SEM, TEM, and FAM. Of these, PCM and TEM are the most common and most recognized for asbestos work. Phase contrast microscopy (PCM) is a low cost analysis that offers quick analysis and it is used generally for background, barrier, environmental, personal, and work area sample analysis. PCM does have a disadvantage in that it is not asbestos specific, so all fibers are counted. Transmission Electron Microscopy (TEM) is a far more accurate method that is asbestos specific, allowing for more accurate analysis. The disadvantage is high sample analysis cost and turnaround time. This technique is used for analysis of final or clearance samples. The other techniques are scanning electron microscopy and fibrous aerosol monitor. Precision and standard protocols are the main disadvantages for these two techniques. OTS does not accept SEM and FAM results of air samples.

4.7. Laboratory Reporting

The analytical laboratory shall upon completion of sample analysis prepare a report of its findings which includes the following information:

- Site sample identification number
- Laboratory sample identification number
- Analytical technique used
- Laboratory quality control procedures
- Physical description of sample, as received
- Type(s) and estimated percentage of asbestos
- Type(s) and estimated percentage of non-asbestos fibers
- Type(s) (if known) and percentage of other components
- Date of analysis
- Analyst's signature

This report and associated documents, written opinions, and other materials provided by the laboratory shall be included as part of the permanent project documentation.

5. Special Problems

5.1. Protective Clothing

Each OTS asbestos worker, when preparing or performing an air sampling activity, should utilize the appropriate protective clothing to assure no bodily harm will result. This equipment may range from a half-face respirator to a full protection uniform. Each worker-must follow these guideline rules:

5.1.1. The worker will be issued appropriate foot protection for wear in the containment area.

5.1.2. Protective suits are worn each time the worker enters the work area. These are disposable Tyvek suits that are thrown away before leaving the contaminated area.

5.1.2.1. These suits are hooded for head protection from gross contamination.

5.1.2.2. There are attached foot coverings allowing feet to be sealed from contamination entering foot protection.

5.1.3. Rubber gloves are to be worn at all times in the contaminated area. It is acceptable to reuse cotton gloves if left in the work area.

5.1.4. Hard hats are to be worn if the job dictates. Bump caps are recommended for general wear to avoid head contact with overhead obstructions by workers.

5.1.5. RESPIRATORS MUST BE WORN AT ALL TIMES WITHOUT EXCEPTION IN THE WORK AREA.

Asbestos Reminder

The respirator is the most important piece of equipment in asbestos abatement work. Without it, in a contaminated area with a fiber county of 2 F/cc, a worker will inhale 24 MILLION asbestos fibers over an 8-hour day. In just one day work week, an approximate fiber count entering the body will be 120 MILLION fibers.

It is not yet known why some people develop asbestos diseases and others don't, but since the body may not react to this material for 20 to 40 years after contact, OHIO TECHNICAL SERVICES, INC. advises all employees to be fully aware of the rules and regulations set forth in its asbestos abatement program, including the health effects that can be associated with this line of work.

6. Evaluation

6.1. General

OTS will review and evaluate the Program for Bulk Material, Air, and Personal Sampling annually to ensure that practices and procedures are adequate and in compliance with existing state and federal regulations. The program will, at that time, be updated and rewritten as needed. OTS's president will oversee this evaluation.

6.2. Evaluation

The comments and input from workers, analysis laboratories, regulatory bodies, and clients the performance of the program and related issues shall be utilized by the program administrator to determine the effectiveness of the program. Evidence of any failure or weakness of the program to adequately monitor air quality shall be followed by an investigation to determine what the failure or weakness is and determination of action that shall be taken to eliminate further program failures or weaknesses. The complete findings of the evaluation shall be documented and made available for review and comment. In the findings shall be a list of actions and completion dates for each action to correct the program.

Respiratory Protection Program

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123

Table of Contents

1. Introduction 65

1.1. Scope 65

1.2. Purpose 65

1.3. "Shall" and "Should" 65

1.4. Exceptions and Changes 65

2. Definitions **66**

3. Respirator Program Requirements **69**

3.1. Permissible Practice 69

3.2. Employer Responsibility 69

3.3. Employee Responsibility 69

3.4. Minimal Acceptable Respirator Program 70

4. Health Effects **74**

4.1. Major Health Defects 74

4.2. Other Health Defects 75

4.3. How Asbestos Enters the Body 75

4.4. Smoking Effects 75

5. Respirator Selection **76**

5.1. Respirator Selection General Policy 76

5.2. Respiratory Protection for Asbestos, Tremolite, Anthophyllite, and Actinolite Fibers 77

6. Respirator Use **78**

6.1. Standard Operating Procedures 78

6.2. Training 78

6.3. Respirator Sealing Problems 80

6.4. Respirator Sealing Tests 80

6.5. Issuing Respirators 81

6.6. Inspection Prior to Use 81

6.7. Respirator Use Monitoring 81

6.8. Respiratory Hazard Monitoring 81

6.9. Leaving a Containment Area 81

6.10. Consequences of Not Wearing a Respirator 82
7. Maintenance of Respirators 83
7.1. General 83
7.2. Cleaning and Sanitizing 83
7.3. Inspection 83
7.4. Part Replacement and Repair 84
7.5. Storage 84
8. Special Problems 85
8.1. Air Sampling/Employee Exposure 85
8.2. Protective Equipment 85
8.3. Communications 86
9. Evaluation 87
9.1. General 87
9.2. Worker Acceptance 87
9.3. Evaluation 87
10. Medical Monitoring Program 88
11. Qualitative Fit Testing 89

Respiratory Protection Program

1. Introduction

1.1. Scope

This program sets forth the accepted practices for respirator users, provides information and guidance on the proper selection use and care of respirators, and contains the operating policy of OHIO TECHNICAL SERVICES, INC. The program covers the use of respirators to protect persons against the inhalation of harmful airborne contaminants in the workplace in accordance with CFR 1910.134.

1.2. Purpose

The purpose of this program is to provide information and guidance on the proper selection and use of respirators that will help safeguard the health and life of the user. This program is written for all persons concerned with respiratory protection, but especially for those persons whose primary job function requires them to work in an environment where there is the presence of airborne contaminants. This program outlines the procedures, to be used during all abatement activity, which will be referenced in the case of disciplinary or enforcement action.

1.3. "Shall" and "Should"

The provisions of this program are mandatory in nature where the word "shall" is used and advisory in nature where the word "should" is used.

1.4. Exceptions and Changes

Exceptions to this program may only be granted by the president of Ohio Technical Services, Inc. or his designee charged with responsibility to oversee and maintain this program. Any exceptions that may violate or not meet the rules and regulations of a regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program.

2. Definitions

air-line respirator- *see respirator.*

air-purifying respirator - *see respirator.*

air-regulating valve - an adjustable valve used to regulate out which cannot completely shut off) the airflow to the facepiece, helmet, hood, or suit of an air-line respirator.

air-supply device - a hand or motor operated blower for the hose mask, or a compressor or other source of respirable air for the air-line respirator.

approved-tested and listed as satisfactory by the Bureau of Mines (BM) of the U.S. Department of Interior, or jointly by the Mining Enforcement and Safety Administration (MESA) of the U.S. Department of Interior and the National Institute for Occupational Safety and Health (NIOSH) of the U.S. Department of Health, Education, and Welfare, or jointly by the Mine Safety and Health Administration (MSHA) of the U.S. Department of Labor and the National Institute for Occupational Safety and Health (NIOSH) of the U.S. Department of Education, and Welfare.

breathing tube -a tube through which air or oxygen flows to the facepiece, mouthpiece, helmet, hood, or suit.

canister (air-purifying) - a container with a filter, sorbent, or catalyst, or any combination thereof, which removes specific contaminants from the air drawn through it.

canister (oxygen-generating) - a container filled with a chemical which generates oxygen by chemical reaction.

carcinogen-a substance known to cause cancer.

confined space-an enclosure (such as a storage tank, process vessel, boiler, silo, tank car, pipeline, tube, duct, sewer, underground utility vault, tunnel, or pit) having limited means of egress and poor natural ventilation and which may contain hazardous contaminants or be oxygen deficient.

containment-a harmful, irritating, or nuisance material that is foreign to the normal atmosphere.

detachable coupling-a device which permits the respirator wearer, without using hand tools, to detach the air supply line from that part of the respirator worn on the person.

eyepiece-a gas-tight, transparent window(s) in a full facepiece, helmet, hood, or suit, through which the wearer may see.

facepiece- that portion of a respirator that covers the wearers nose and mouth in a quartermask (above the chin) or half-mask (under the chin) facepiece or that covers the nose, mouth, and eyes in a full facepiece. It is designed to make a gas-tight or partial-

tight fit with the face and includes, the headbands, exhalation valve(s), and connections for an airpurifying device or respirable gas source, or both.

face shield-a device worn in front of the eyes and a portion of, or all of, the face, whose predominant function is protection of the eyes and face.

filter-a media component used in respirators to remove solid or liquid particles from the inspired air.

filter respirator- *see respirator.*

full facepiece - *see facepiece.*

gas mask-see *respirator.*

goggle-a device, with contour-shaped eye cups with glass or plastic lenses, worn over the eyes and held in place by a headband or other suitable means for the protection of the eyes and eye sockets.

hazardous atmosphere-any atmosphere, either immediately or not immediately dangerous to life or health, which is oxygen deficient or which contains a toxic or disease-producing contaminant exceeding the legally established permissible exposure limit (PEL) or, where applicable, the Threshold Limit Value (TLV) established by the American Conference of Governmental Industrial Hygienists (ACGIH).

head harness-that part of a facepiece assembly which secures the facepiece to the wearer.

helmet-that portion of a respirator which shields the eyes, face, neck, and other parts of the head.

high-efficiency filter-a filter which removes from air 99.97% or more of monodisperse doctyl phthalate (DOP) particles having a mean partied diameter of 0.3 micrometer.

hood-that portion of a respirator which completely covers the head, neck, and portions of the shoulders.

inhalation valve-a device that allows respirable air to enter a respirator and prevents exhaled air from leaving the respirator through the valve.

irrespirable-unfit for breathing.

mouthpiece-that portion of a respirator which is held in the wearer's mouth and is connected to an air-purifying device or respirable gas source, or both. It is designed to make a gas-tight or partial-tight fit with the mouth.

negative pressure respirator-a respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

particulate matter-a suspension of fine solid or liquid particles in air, such as dust, fog, fume, mist, smoke, or spray. Particulate matter suspended in air is commonly known as aerosol.

permissible exposure limit (PEL)-the legally established time-weighted average (TWA) concentration or ceiling concentration of a contaminant that shall not be exceeded.

powered air-purifying respirator-see *respirator.*

protection factor-the ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

resistance - opposition to the flow of air, as through a canister cartridge, particulate filter, orifice, valve, or hose.

respirator-a device designed to protect the wearer from the inhalation of harmful atmospheres.

respiratory-inlet covering-that portion of a respirator which connects the wearer's respiratory tract to an air-purifying device or respirable gas source, or both. It may be a facepiece, helmet, hood, suit, or mouthpiece/nose damp.

routine respirator use-wearing a respirator as a normal procedure when caring out a regular and frequently repeated task.

sanitization-the removal of dirt and the inhibiting of the action of agents that cause infection or disease.

service life-the period of time that a respirator provides adequate protection to the wearer; for example, the period of time that an air-purifying device is effective for removing a harmful substance from inspired air.

time weighted average (TWA) - the average concentration of a contaminant in air during a specific time period.

valve (air or oxygen)-a device which controls the pressure, direction, or rate of flow of air or oxygen.

3. Respirator Program Requirements

3.1. Permissible Practice

In control of those occupational diseases caused by breathing air contaminated with harmful dusts the primary objective shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures. When effective engineering controls are not feasible, or while they are being instituted or evaluated, appropriate respirators shall be used pursuant to the following requirements.

3.2. Employer Responsibility

3.2.1. Respirators shall be provided by OTS when such equipment is necessary to protect the health of the employee.

3.2.2. OTS shall provide respirators which are applicable and suitable for the purpose intended.

3.2.3. OTS shall be responsible for the establishment and maintenance of this respiratory program which shall include the general requirements outlined in section 3A.

3.3. Employee Responsibility

3.3.1. The employee shall use the provided respiratory protection in accordance with training and instruction received.

3.3.2. The employee shall guard against damage to the respirator.

3.3.3. The employee shall report any malfunction of the respirator to a responsible person designated by the written standard operating procedures.

3.3.4. The employee shall at all times observe the rules of the job site which include, but shall not be limited to, the following:

3.34.1. No horseplay will be tolerated at any time in the work area or job site.

3.3.4.2. Beards, sideburns, long mustaches, and long hair may inhibit a proper seal from being formed on the face. All workers must be clean shaven, for purposes of ensuring a proper seal by the respirator.

3.3.4.3. All respiratory protection equipment must be put on properly prior to entering a contaminated area.

3.3.4.4. If a break in the seal is detected once in the contaminated area, the employee is required to leave the area until a proper seal is established.

3.3.4.5. At no time, while wearing respiratory equipment, will the employee

consciously remove the respirator unless in the decontamination process.

3.3.4.6. At no time shall visitors be allowed into a work area using OTS respirator equipment or their own respirators.

3.3.4.7. At no time shall OTS equipment be used by non-OTS personnel.

3.3.4.8. All repairs of respirator equipment shall be made only with parts approved by the manufacturer of the respirator, and only by the equipment maintenance technician.

3.4. Minimal Acceptable Respirator Program

3.4.1. Standard Operating Procedures

Written standard operating procedures covering a complete respirator program shall be established and implemented in conformance with 3.4.2. through 3.4.14.

3.4.2. Program Administration

Responsibility and authority for this respirator protection program shall be with the president of OTS or his designee. The president shall review and approve any changes to the program. The designee shall have sufficient knowledge of respiratory protection to properly supervise the program. Under the president's direction, the responsibilities shall include:

3.4.2.1. Managing the elements of this Respiratory Protection Program

3.4.2.2. Purchasing of approved respirators

3.4.2.3. Issuing respirators

3.4.2.4. Controlling inventory, to include a system of accounting and record keeping to track identification of users and to compile maintenance records for each respirator. The record keeping shall include:

3.4.2.4.1. A list of employees trained in respirator use.

3.4.2.4.2. Medical records of each respirator user and any associated medical problems.

3.4.2.4.3. Results of any worker training.

3.4.2.4.4. Documentation on respirator care and maintenance.

3.4.2.4.5. Verification that the respirators have been inspected for defects.

3.4.2.4.6. Descriptions of any problems encountered during abatement.

3.4.3. Physiological and Psychological Limitations for Respirator Wearers

A physician shall determine what physiological and psychological conditions are pertinent for the wearing of different types of respirators. The respirator program administrator with cooperation of the examining physician shall determine whether or not a person may be assigned to a task requiring the use of a respirator. This determination shall be reviewed at least annually.

3.4.4. Approved Respirators

Approved respirators shall be used. For exceptions, see 1.4. Any modification that is not authorized by the approval agencies of an approved respirator voids the approval.

3.4.5. Respirator Selection

The selection of the proper type of respirator shall be based upon (1) the nature of the hazardous operation or process, (2) the type of respiratory hazard, (3) the location of the hazardous area in relation to the nearest area having respirable air, (4) the period of time for which respiratory protection must be provided, (5) the activities of workers in the hazardous area, (6) the physical characteristics and functional capabilities and limitations of the various types of respirators, and (7) respirator protection factors.

3.4.6. Training

Each respirator wearer shall be given training which shall include explanations and discussions of (1) the respiratory hazard and what happens if the respirator is not used properly, (2) the engineering and administrative controls being used and the need for respirators to provide protection, (3) the reason for selecting a particular type of respirator, (4) the function, capabilities, and limitations of the selected respirator, (5) the method of donning the respirator and checking its fit and operation, (6) the proper wearing of the respirator, (7) respirator maintenance, and (8) recognizing and handling emergency situations.

3.4.7. Respirator Fit

Each respirator wearer shall be provided with a powered air-purifying respirator (PAPR), fitted in accordance with the appropriate respirator fit test guidelines. Use of PAPRS are the standard operating practice and consequently do not have the same requirements for fit testing as do negative pressure respirators. However, all workers shall be trained and fitted for negative air pressure respirator use. Each respirator wearer shall be required to check the fit and seal of the respirator by appropriate means prior to entering a harmful atmosphere.

3.4.8. Facial Hair, Contact Lenses, and Eye and Face Protection Devices

To operate properly, a respirator must have a good seal around the perimeter of the mask. Facial hair must not interfere with this fit, nor shall it interfere with the operation of the valve. For this reason, the presence of facial hair is restricted. Section 7 of this program provides additional information on this issue. No exceptions to this section will be permitted. The wearer of a respirator equipped with a full facepiece, hood, or suit shall not be allowed to wear contact lenses The wearer of a full face respirator shall not be permitted to wear standard glasses which extend under the edge of the respirator. All wearers of glasses must use a modifying device to hold the glasses inside the facepiece with the temples removed.

3.4.9. Issue of Respirators

The proper type of respirator shall be issued to each worker requiring the use of a respirator. Employees not needing to use a respirator or those employees not trained in the proper wearing or use of respirators shall not be issued or permitted to use a respirator.

3.4.10. Respirator Inspection

The respirator shall be inspected by the wearer prior to each use to ensure that it is in proper working condition. The wearer shall at the completion of each days use and at the completion of a project completely inspect the respirator for any signs of damage or wear. If any damage is found, the wearer is not to try to repair the respirator other than a cleaning related to the situation. The wearer should fill out a red repair tag and turn the respirator in to the supervisor who will issue a new or temporary unit. The tagged respirator shall be sent to the repair technician who is the only authorized person to make respirator repairs.

3.4.11. Monitoring Respirator Use

Supervisor(s) shall routinely monitor and inspect wearers for proper respirator fit and use. Supervisor(s) shall perform this inspection in the decontamination unit prior to worker entry into a contaminated area in the actual abatement activity area. Supervisor(s) shall also be responsible for noting infractions and issuing notice of violations of respirator protection program.

3.4.12. Monitoring Respiratory Hazard

The concentration of the respiratory hazard in the containment area shall be monitored initially prior to respirator use and periodically during respiratory use to ensure the proper respirator is utilized.

3.4.13. Respirator Maintenance

Respirator maintenance shall be performed regularly. Maintenance shall be carried out on schedule by the authorized maintenance technician, which ensures that each respirator wearer is provided with a respirator that is clean and in good operating condition. The schedule shall be no less frequently than following each project that

the respirator was used on, and once per month for respirators which are in storage or stored for emergency use. The maintenance shall include: (1) washing, sanitizing, rinsing, and drying; (2) inspection for defects; (3) replacement of worn or deteriorated parts; (4) r& pair, if necessary; and (5) storage to protect against dust, sunlight, excessive heat, extreme cold, excessive moisture, damaging chemicals, and physical damage. All repairs shall be noted in the respirator log book by respirator ID number.

3.4.14. Respirator Program Evaluation

An appraisal of the effectiveness of the respirator program shall be carried out at least annually. Action shall be taken to correct defects found in the program. Review of the program evaluation shall be presented to the president for approval.

4. Health Effects

4.1. Major Health Defects

To date, researchers have directly associated asbestos exposure to the development of four major health defects: (1) pulmonary fibrosis (more commonly referred to as asbestosis); (2) pleural plaque; (3) malignant mesothelioma; and (4) carcinoma of the lung (lung cancer). Researchers have also observed a two to fivefold increase in the occurrence of other tumors and cancer in asbestos workers.

4.1.1. Asbestosis (pulmonary fibrosis)

Characterized by a scarring of the lung tissue in response to the irritating presence of asbestos fibers in the bronchial tree. This scarring leads to reduced vital capacity, diffusing capacity, and arterial oxygen content. The extent to which an individual will be affected has been linked to dosage and is believed to be a function of certain biological factors, which are not yet fully understood. It is important to note that researchers have observed that scarring in the lung consumes, due to the presence of residual fibers, long after the exposure to asbestos fibers has occurred. Asbestosis may be diagnosed through the use of X-rays and pulmonary function tests, but its presence is proven through tissue biopsy and subsequent microscopic examination for the presence of asbestos fibers.

4.1.2. Pleural Plaque

The second most commonly observed effect of exposure to asbestos fibers is plaque which appears on the pleural lining of the chest wall. It is associated with an occurrence of lung cancer. The presence of this plaque by itself appears to indicate the presence of asbestos in the body. This condition may be detected by routine chest X-rays.

4.1.3. Malignant Mesothelioma

A tumor that develops in the membrane lining of the chest or abdomen and that occurs almost exclusively in individuals exposed to asbestos dust. It is particularly fatal, with a life expectancy of only one or two years after tumor detection. Malignant mesothelioma has been diagnosed in people whose only known exposure was in the home or to the dust carried home on the clothes of a worker. This condition is associated with the gradual onset of abdominal pain and swelling, nausea, vomiting, weight loss, and lack of vitality. Adequate treatment is not presently available.

4.1.4. Lung Cancer (carcinoma of the lung)

Lung cancer has long been associated with exposure to asbestos. The worker who has been exposed to asbestos for one month is two times as likely to be afflicted with lung cancer as the non-asbestos worker. This figure increases considerably

with the length of the period of exposure. The cancer may be detected by routine chest X-rays and can be treated if diagnosed early.

4.2. Other Health Defects

The occurrence of other tumors of the esophagus, larynx, stomach, colon, and pancreas has been found to occur in asbestos workers at a rate of two to five times more often that that of the general population.

4.3. How Asbestos Enters the Body

The primary asbestos fiber exposure route, according to medical studies, is inhalation. This simply means breathing in air in an asbestos contaminated area without proper respiratory protection, such as that provided by OTS, will most probably result in fibers being brought into the lungs and increasing one's chance for developing an asbestos related disease such as noted above.

Ingestion (swallowing) of asbestos fibers is another potential way of acquiring an asbestos associated disease Proper respiratory protection, protective clothing, and work procedures can prevent the worker from ingesting any fiber.

In some cases, asbestos has affected workers when they come into physical contact with the fibers. There is no evidence that fibers can penetrate skin tissue, however, fibers may irritate skin resulting in a rash such as that induced by contact with fiberglass insulation.

4.4. Smoking Effects

There is a dramatic link between cigarette smoking and the development of lung cancer. The asbestos worker is five times more likely to develop lung cancer than the non-asbestos worker, but the smoking asbestos worker is at 54 times greater risk of developing lung cancer than the nonsmoking, non-asbestos worker.

5. Respirator Selection

5.1. Respirator Selection General Policy

The Occupational Safety and Health Administration (OSHA) has developed a permissible exposure level (PEL) which at this time is .1 fibers per cubic centimeter (F/cc). This means that the amount of asbestos fibers in the air as sampled by a qualified analytical service must be under .2 F/cc or respiratory protection must be worn. All OTS employees who, at any time, may come in direct contact with airborne asbestos concentrations of .2 F/cc or higher are required as a matter of company safety policy and of compliance with OSHA regulations to wear an OSHA and Mine Safety and Health Administration (MSHA) certified respirator. Respirators must be worn during all active abatement work. OTS only uses those certified respirators which concur with the attached OSHA defined respiratory protection Table 5.1, which outlines the appropriate (and required) respirator for specific airborne asbestos concentrations.

An OTS asbestos abatement worker or supervisor is given the flexibility to choose any specific respirator she/he may deem appropriate for the abatement project situation, provided the respirator chosen is deemed suitable and safe (as defined by OSHA) for the given situation. OTS abatement employees are permitted to change any or all of the filter elements in a filter-type respirator at such time as they themselves detect an increase in breathing resistance and are provided with an adequate supply of filter elements for this specific purpose.

Once a respirator is chosen by an OTS employee for a specific asbestos abatement situation, that employee is responsible for the care, maintenance, and replacement of the respirator, and is given adequate instruction in how to do so by a fully capable certified respiratory instructor.

In order to ensure the safety of its asbestos abatement workers and supervisors as much as possible by providing a respirator that exhibits the least possible facepiece leakage, OTS requires that all such employees maintain no facial hair and perform qualitative and quantitative fit tests upon each respirator to be used. This testing takes place at the time of initial fitting of the respirator to the specific employee and at regular six (6) month intervals thereafter. Each employee is also required to perform a mask seal test prior to each time she/he enters an asbestos-contaminated area. These tests are conducted in accordance with OSHA CFR 1926.58, Appendix C.

OTS provides every asbestos abatement worker and supervisor with all necessary respiratory equipment at no cost to them. Adequate training (with periodic updates) is also provided to the asbestos abatement employee(s), free of charge. Documentation of these matters is retained by OTS.

5.2. Respiratory Protection for Asbestos, Tremolite, Anthophyllite, and Actinolite Fibers

Airborne concentration of asbestos, tremolite, actinolite, or a combination of these materials	Required Respirator
Not in excess of 2 F/cc (1-0* PEL)	Half-mask air purifying respirator equipped with high efficiency filters
Not in excess of 10 F/cc (50* PEL)	Full facepiece air purifying respirator equipped with high efficiency filters
Not in excess of 20 F/cc (100* PEL)	Any supplied air purifying respirator equipped with high efficiency filters ***OR*** Any supplied air respirator operated in continuous flow mode
Not in excess of 200 F/cc (1,000 * PEL)	Full facepiece supplied air respirator operated in pressure demand mode
Greater than 200 F/cc (1,000* PEL)	Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive unknown concentration pressure self-contained breathing apparatus

Note:

1. Respirator assigned for higher environmental concentrations may be used at lower concentrations.

2. A high efficiency filter means a filter that is at least 99.97% efficient against monodispersed particles of 0.3 micrometers in diameter or larger.

6. Respirator Use

6.1. Standard Operating Procedures

A compete written operating procedure shall be maintained by the program administrator (see 3.5.1.) and this procedure shall include information required for the proper use of respirators including training or wearers, fit tests, inspections of respirators and the planning for routine and nonroutine use of respirators. Changes or amendments to the standard operating procedure or other parts of the program shall be made available to the individual worker.

6.2. Training

The supervisors, maintenance technician, and the wearers shall be given adequate training by a qualified person(s) to ensure the proper use of a respirator. Written records shall be kept on all people trained in respirator use. This information shall include names, dates, test scores (if any), and other notes about their competence, understanding, and ability to properly wear and use a respirator.

6.2.1. Training of Supervisors

A supervisor who has the responsibility of overseeing the work activity of one or more people in an abatement activity shall have adequate training to ensure the proper use of respirators. Training shall include but not be limited to the following areas:

6.2.1.1. Basic respiratory protection practices.

6.2.1.2. The nature and extent of the respiratory hazard in the work area where his people will be performing an abatement activity.

6.2.1.3. The principles and criteria of selecting respirators.

6.2.1.4. The training of respirator wearers.

6.2.1.5. The procedure for issuing respirators to workers and tagging those units to send in for repair.

6.2.1.6. The inspection of respirators for operation, damage, proper fit, and cleanliness.

6.2.1.7. The proper use of respirators for each environment, including the monitoring of their use as well as the noting of infractions to this program.

6.2.1.8. The basic cleaning and maintenance of the respirator.

6.2.1.9. The regulations concerning respirator use.

6.2.2. Training of Maintenance Person

The person who shall be the designated maintenance technician shall be the sole person authorized to perform any repairs to a respirator. They will be authorized by the manufacturer if so merited by the manufacturer to perform these repairs. This person shall also maintain complete logs for all respirators which includes details of all repairs. A separate log or record shall be kept of the issuance of respirators to workers.

6.2.3. Training of Respirator Wearer

To ensure that each worker properly uses the respirator issued to him each worker shall be given adequate training that shall include but not be limited to the following items:

6.2.3.1. The nature of the hazards of asbestos, its potential health effects and the need for respiratory protection-including how cigarette smoking significantly increases the risk of adverse health effects.

6.2.3.2. How asbestos enters the body and what happens when it does.

6.2.3.3. Explanation of the engineering and administrative controls being implemented to reduce the airborne contaminant hazard.

6.2.3.4. Explanation of why a particular type of respirator has been selected for the project.

6.2.3.5. Explanation of the operation, function, and limitations of a particular respirator.

6.2.3.6. Instruction in inspecting, donning, checking of fit, and wearing of the respirator.

6.2.3.7. An opportunity for each wearer to handle and learn how to properly don and wear the respirator, and to do so in a test chamber.

6.2.3.8. Explanation of proper respirator maintenance and the procedures for tagging a respirator for repair and issuance of a replacement unit.

6.2.3.9. Instruction in how to handle respirator related emergency situations.

6.2.3.10. Review of regulations both company and of regulatory agencies on respirator use.

6.2.4. Retraining

Each employee shall attend a respirator use review class no less than once per year.

6.3. Respirator Sealing Problems

Respirators shall not be worn when conditions prevent a seal of the respirator to the wearer. Although OTS provides powered air-purifying respirators as standard issue, and these units do not have the same requirement for a seal around the face, it shall be the practice that the rules covered in 6.3.1. to 6.3.8. shall be those governing the use and acceptability of a worker to wear a respirator.

6.3.1. A worker who has hair (stubble, mustache, beard, sideburns, low hairline, bangs) which passes between the face and the sealing surface of the facepiece of the respirator shall not be permitted to wear a respirator.

6.3.2. A worker who has hair (mustache, beard) which interferes with the function of a respirator valve(s) shall not be permitted to wear the respirator.

6.3.3. Eyeglasses that have temple bars or straps which pass between the sealing surface of a respirator full facepiece and the worker's face shall not be used.

6.3.4. A head covering which passes between the sealing surface of the facepiece and the worker's face shall not be used.

6.3.5. The wearing of a goggle, a face shield, or other eye and face protective device which interferes with the seal of a respirator to the worker shall not be allowed.

6.3.6. If scars, hollow temples, excessively protruding cheekbones, deep creases in facial skin, the absence of teeth or dentures, or unusual facial configurations prevent a seal of a respirator facepiece to a worker's face, the person shall not be permitted to wear the respirator.

6.3.7. If missing teeth or dentures prevent a seal of a respirator mouthpiece in a worker's mouth, the worker shall not be allowed to wear a respirator equipped with a mouthpiece.

6.3.8. If a worker has a nose of shape or size which prevents the dosing of the nose by the nose damp of a mouthpiece/noseclamp type of respirator, the worker shall not be permitted to wear this type of respirator.

6.4. Respirator Sealing Tests

Each worker, before entering a contaminated area, will perform a qualitative negative and positive pressure fit test. Periodically, an irritant smoke test with the use of high efficiency cartridges should be done to check most efficiently minute leaks in the seal formed. For workers wearing a PAPR, appropriate procedures as defined by the manufacturer shall be executed to ensure proper operation of the respirator.

6.4.1. Negative Fit Testing

For those workers using a negative pressure respirator and needing to perform a fit test, the worker should put the palm of his hands over a filter cartridge to seal the whole open area of inhalation. A test is passed when the worker inhales, then holding his/her breath for 5 to 10 seconds, can detect no leak which will be shown by the mask expanding from the release of pressure. For a positive pressure test, the worker should cover the exhalation valve and exhale gently into the facepiece. The respirator fit is considered adequate if slight positive pressure can be built up inside the facepiece without any evidence of outward leakage around the facepiece. If either of these tests fails, remove the respirator and make sure that the face is clean and hair is removed from seal area on the face. If a proper seal cannot be made, the supervisor should be notified.

6.5. Issuing Respirators

A respirator shall be issued to each worker who has the need for one in his job function and has met the criteria laid out in this program. Each respirator shall carry an identification number that shall be applied so as not to interfere with the operation or performance of the respirator. A log shall be kept by the maintenance technician which shows to whom each respirator has been issued as well as the log of maintenance on each respirator.

6.6. Inspection Prior to Use

Each worker will inspect his/her respirator for damage, cleanliness, and function prior to its use prior to entering any abatement activity area.

6.7. Respirator Use Monitoring

The proper use of respirators shall be monitored by the supervisor of each work crew. In addition, the work crew foreman and each worker is charged with the responsibility to ensure that all other member of the work crew properly uses their respirators.

6.8. Respiratory Hazard Monitoring

During the period of the abatement activity, monitoring of the airborne contaminant concentration shall be made to ensure the correct respirator is in use. This shall be determined through the use of air samples.

6.9. Leaving a Containment Area

A worker using a respirator shall be permitted to leave the containment area for any respirator related cause. Reasons for leaving may include, but are not limited to:

6.9.1. Failure of the respirator to provide adequate protection.

6.9.2. Malfunction of the respirator.

6.9.3. Detection of leakage of asbestos into the respirator.

6.9.4. Increase in resistance of respirator to breathing.

6.9.5. Severe discomfort in wearing the respirator.

6.9.6. Illness of worker, including sensation of dizziness, nausea, weakness, breathing difficulty, coughing, sneezing, vomiting, fever, and chills.

6.10. Consequences of Not Wearing a Respirator

If for any reason at any time during setup, abatement, or clean-up in any contaminated area which requires respiratory protection, an employee of Ohio Technical Services, Inc. does not, or incorrectly, wears respiratory protection, that employee will be subject to disciplinary action by the supervisor. These actions may include indefinite dismissal from working at OTS.

7. Maintenance of Respirators

7.1. General

Each respirator shall be properly maintained to retain its original shape and effectiveness. The maintenance technician shall prepare, in accordance with the recommendations of the manufacturers of the respirators in use, a maintenance program which, in a scheduled manner, shall include the following for each respirator.

7.1.1. Cleaning and sanitizing

7.1.2. Inspection for defects

7.1.3. Repair

7.1.4. Storage

7.2. Cleaning and Sanitizing

Each worker shall be assigned a respirator for his/her personal use and shall be responsible for the unit. A part of this responsibility is in keeping the respirator cleaned and sanitized after each use. The respirator shall be cleaned at the end of each day and at the end of an abatement activity. All materials used to clean the respirator shall be considered asbestos laden and disposed of in a proper manner. All respirators kept in storage shall be clean and sanitized prior to storage and then placed in sealed bags or containers to avoid contamination during storage.

7.3. Inspection

Each respirator shall be inspected by the worker before and after each use. A respirator shall be inspected immediately prior to use to note any problems with its working condition. At the end of cleaning and sanitizing, each respirator shall be checked for proper working condition. If the respirator needs parts or repair of any type, the respirator shall be tagged with a red repair tag and sent to the maintenance technician. Workers are not permitted to perform repairs on any respirator. The maintenance technician will replace or repair the respirator with approved parts from the manufacturer. The use of parts from different makes and models of respirators to repair a respirator shall not be permitted unless it is approved by the respirator manufacturer. All respirators in storage for emergency use shall be inspected at least monthly, and all other stored respirators shall be inspected prior to storage and before issuance or every three months, whichever is less. The inspection shall include a check for tightness of connections; for the condition of the respiratory inlet covering, head harness, valves, connecting tubes, harness assemblies, filters, cartridges, canisters, battery packs, end-of-service-life indicators, and shelf life date(s); and for proper function of regulators, alarms, and other warning systems. All removable battery packs shall be removed from the respirator and kept in a charging unit when not in service. Each rubber or other elastomeric part shall be inspected for pliability and signs of deterioration. A record of inspection dates, findings, and repairs shall be kept

in a log by the maintenance technician for every respirator.

7.4. Part Replacement and Repair

Replacement of parts or repairs shall only be done by the maintenance technician who shall be trained in proper respirator assembly and correction of possible respirator malfunctions and defects. Replacement parts shall only be those designated for the specific respirator being repaired.

7.5. Storage

Respirators shall be stored in a manner that will protect them against dust, sunlight, heat, extreme cold, excessive moisture, or damaging chemicals. Respirators shall be stored to prevent distortion of rubber or other elastomeric parts. Respirators shall not be stored in lockers or tool boxes unless they are protected from contamination, distortion, and damage.

8. Special Problems

8.1. Air Sampling/Employee Exposure

Before every asbestos abatement project contracted to OTS, with the exception of spot repair, a pre-air sample is taken by a certified analytical service. The sample is tested and asbestos fibers are counted and classified. If the amount of fibers per cubic centimeter (F/cc) is greater than the Permissible Exposure Limit (LEL), as set by OSHA at .2 F/cc, respiratory protection must be worn by all personnel who enter the proposed work area.

Selection of which type of respirator is to be used on particular projects is made by OTS staff and supervisors based upon the tested fiber concentration and the respirator protection factor. Reference the chart of respirator classifications and allowed concentrations in Section 5.2. (see page 77).

Personal monitor air sampling will be done (when necessary) on every OTS asbestos abatement project. The purpose of this is to test the fiber concentration in the breathing zone of the worker. Daily air monitoring that is representative of the exposure of each employee assigned to a particular abatement work area is a part of this scheme. The only instance that this is not the case occurs when OTS workers are equipped with positive-pressure supplied-air respirators. An air sample of this type can tell the supervisor if the appropriate respirator is being worn and if the worker is using enough water in the operation and maintenance of the personal air samplers.

Results of all samples should be posted at the worksite and kept on record. A final clearance sample result of .01 F/cc must be attained for a job to be completed. This clearance can be done in two ways. An aggressive sampling technique requires the use of turbulent air to pick up any dust or possible fibers and make them airborne. The other method is a simple ambient monitoring method with a high volume sampler positioned in a central location in the work area. This method is used only when permitted by Ohio Bureau of Environmental Health, Indoor Environmental Management Unit. A certified, independent, and licensed laboratory facility analyzes all air monitoring samples taken on OTS abatement projects.

8.2. Protective Equipment

Each OTS asbestos worker, before being allowed to enter a contaminated area, will be issued protective clothing to assure no bodily harm will result. Each worker must follow the following guideline rules:

8.2.1. The worker will be issued appropriate foot protection for wear in the containment area.

8.2.2. Protective suits are worn each time she/he enters the work area. These are disposable Tyvek suits, which are thrown away before leaving the contaminated area.

8.2.2.1. These suits are hooded for head protection from gross contamination.

8.2.2.2. There are attached foot coverings allowing feet to be sealed from contamination entering foot protection.

8.2.3. Rubber gloves are to be worn at all times in contaminated area. It is acceptable to reuse cotton gloves if left in the work area.

8.2.4. Hard hats are to be worn if the job dictates. Bump caps are recommended for general wear to avoid head contact with overhead obstructions by workers.

8.2.5. Respirators must be worn at all times without exception in this work area.

Asbestos Reminder

The respirator is the most important piece of equipment in asbestos abatement work. Without it, in a contaminated area with a fiber county of 2 F/cc, a worker will inhale 24 MILLION asbestos fibers over an 8-hour day. In just one 5-day work week, an approximate fiber count entering the body will be 120 MILLION fibers.

It is not yet known why some people develop asbestos diseases and others don't, but since the body may not react to this material for 20 to 40 years after contact, OHIO TECHNICAL SERVICES, INC. advises all employees to be fully aware of the rules and regulations set forth in its asbestos abatement program, including the health effects that can be associated with this line of work.

8.3. Communications

Talking while wearing a respirator equipped with a facepiece can break the seal of the face piece. Workers who must speak should be cautioned to keep jaw movement to a minimum. When communication is necessary within a contaminated area, it should be done with the help of special communicating equipment obtained from the manufacturer of the respirator.

9. Evaluation

9.1. General

OHIO TECHNICAL SERVICES, INC. will review and evaluate the General Work Practices and Procedures annually or more frequency if needed to ensure that the program provides the proper policies and procedures for the performance of asbestos abatement work. The program will be updated and rewritten as needed. OTS President will oversee this evaluation.

9.2. Worker Acceptance

Worker acceptance of respirator use is an all-important part of the programs acceptance. The workers shall be consulted periodically about their acceptance of the program and the equipment they are using. Numerous items in the inquiry should include: comfort, resistance to breathing, fatigue, interference with vision, interference with job function, and confidence in the effectiveness of the respirator to provide adequate protection.

9.3. Evaluation

The comments and input for workers on the acceptance and usefulness of the practices, procedures, policy and equipment utilized along with the review of various company records that reflect work practice and procedure related issues shall be utilized by the program administrator to determine their effectiveness. Evidence of failure of these practices and procedures to provide a state-of-the-art asbestos abatement program shall be followed by an immediate and complete investigation to determine why and how the failure has occurred and the immediate action that shall be taken to eliminate further such program failures. The complete findings of the evaluation shall be documented and made available to workers and company personnel for review and comment. In the findings shall be a list of actions and completion dates for each action to correct faults in the program.

10. Medical Monitoring Program

Every Ohio Technical Services, Inc. employee is required to undergo a thorough physical examination by a qualified physician. Permanent employment as an asbestos abatement worker or supervisor is contingent upon fulfillment of blood pressure, pulse, lung function, and blood tests. Also a chest radiograph, an electrocardiogram, and completion of an extensive medical history questionnaire are required. In addition, each worker will be tested for psychological limitations (i.e., daustrophobia) since wearing of respirators is required.

A comprehensive physical examination such as this shall be done initially within the first three months of employment and before the worker's or supervisor's assignment to his/her first project, and twice annually thereafter, on behalf of OTS asbestos workers and supervisors. The employees pay nothing for these tests.

In conjunction with the physical exam, the physician is provided with any relevant information that might pertain to each asbestos abatement employee. This contains but may not be limited to:

- An updated copy of asbestos-related state, federal, and local regulations.
- Each abatement employee's representative exposure level (or anticipated exposure level).
- Information (when available) regarding previous medical examinations of each OTS asbestos abatement employee.
- A description of the employment responsibilities of OTS asbestos workers and supervisors.

The physician herewith concerned shall also provide a written medical assessment of each asbestos abatement employee containing the physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, any recommendations on limitations on the employee (or the use of personal protective equipment such as respirators), and any other asbestos-related (only) employee health concerns. Ohio Technical Services, Inc. will provide a copy of the physician's written opinion to the affected employee within 30 days from its receipt.

Should the examining physician deem it necessary and proper, Ohio Technical Services, Inc. will provide a physical examination more frequently than annually to any asbestos abatement employee so designated.

Any former employee must undergo a physical examination within 30 days after release. OTS will maintain all medical records indefinitely.

11. Qualitative Fit Testing

Ohio Technical Services, Inc.'s negative air-pressure respirators will be subject to qualitative fit testing every six months.

An irritant smoke test will usually be used in accordance with NASI 3.5.7. as follows:

Irritant Smoke Test. The irritant smoke test can be used for both air-purifying respirators and atmosphere supplying respirators. When an air-purifying respirator is tested, it should be equipped with a high efficiency filter. The irritant smoke is produced by air flowing through a commercially available smoke tube normally used to check the performance of ventilation systems. Ventilation should be provided when carrying out a test to prevent contaminating the room where the test is carried out. The wearer should keep his eyes dosed during the test, even if the respirator offers eye protection. If the respirator wearer detects the penetration of smoke into the respirator during the test, the wearer should be permitted to readjust the seal of the respirator. The test operator operates the smoke tube to direct smoke over the respirator, keeping the smoke tube about two feet from the respirator, and watches the reactions of the respirator wearer. When the smoke tube has been moved to within six inches of the respirator and the respirator wearer still has not detected penetration of smoke into the respirator, the smoke may be directed at potential points of leakage in the seal of the respirator to the wearer. If the respirator wearer still does not detect penetration of the smoke into the respirator, the wearer should carry out a series of exercises such as deep breathing, turning head from side to side, nodding head up and down, and talking while the smoke is directed at the respirator. If the respirator wearer is unable to detect the penetration of smoke into the respirator, the wearer has achieved a satisfactory fit with the respirator.

Medical Monitoring Program

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123

able of Contents

1. Introduction 90
1.1. Scope 90
1.2. Purpose 90
1.3. "Shall" and "Should" 90
1.4. Exceptions 90
2. Definitions **91**
3. Medical Monitoring Program Requirements **94**
3.1. Permissible Practice 94
3.2. Employer Responsibility 94
3.3. Employee Responsibility 94
3.4. Minimal Acceptable Medical Monitoring Program 95
4. Health Effects **99**
4.1. Major Health Defects 99
4.2. Other Health Defects 100
4.3. How Asbestos Enters the Body 100
4.4. Smoking Effects 100
5. Special Problems **101**
5.1. Air Sampling/Employee Exposure 101
5.2. Protective Equipment 101
6. Evaluation **103**
6.1. General 103
6.2. Worker Acceptance 103
6.3. Evaluation 103

Medical Monitoring Program

1. Introduction

1.1 Scope

This program sets forth the accepted practices for the proper medical monitoring of Ohio Technical Services, Inc. employees and contains OTS's policy on this subject. This program covers the gathering, reporting, and actions of medical information of the company's associates. This program also meets the requirement of Ohio Administrative Code 3701-34-03 which requires application for licensing as an Asbestos Abatement Contractor, and on that application under item 16, part (d) Medical Monitoring Program, requires the description of the medical monitoring program instituted by the company. This program complies with Federal Regulations as outlined in 29 CFR 1926.58 which are the OSHA Worker Protection Standards, specifically paragraphs (e), (f), (m) parts 1, 2, 3, 4, (n), and Appendices D, E, and I.

1.2. Purpose

The purpose of this program is to provide safety and protection of all workers associated the abatement of asbestos and asbestos containing materials and whose primary job function requires them to work in an environment where there is the presence of airborne contaminants. This program outlines the procedures for collecting, handling and analyzing air samples and for the interpretation of the findings, both as it affects the worker safety and required worker protection equipment, and as it demonstrates any individual health risk or change in overall worker state of health which may result in change of worker job function or assignment.

1.3. "Shall" and "Should"

The provisions of this program are mandatory in nature where the word "shall" is used and advisory in nature where the word "should" is used.

1.4. Exceptions

Exceptions to this program may only be granted by the president of Ohio Technical Services, Inc. or his designee charged with responsibility to oversee and maintain this program. Any exceptions that may violate or not meet the rules and regulations of a regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program.

2. Definitions

approved- tested and listed as satisfactory by the Bureau of Mines (BM) of the U.S. Department of Interior, or jointly by the Mining Enforcement and Safety Administration (MESA) of the U.S. Department of Interior and the National Institute for Occupational Safety and Health (NIOSH) of the U.S. Department of Health, Education, and Welfare, or jointly by the Mine Safety and Health Administration (MSHA) of the U.S. Department of
Labor and the National Institute for Occupational Safety and Health (NIOSH) of the U.S Department of Education, and Welfare.

asbestos-the asbestiform varieties of: Chrysotile (serpentine); croddolite (riebeckite); amosite (cummingtonitegrunerite); anthophyllite; tremolite; and actinolite.

assistant secretary-The Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.

authorized person-any person authorized by the employer and required by work duties to be present in regulated work areas.

carcinogen-a substance known to cause cancer.

clean room-an uncontaminated room having facilities for the storage of employees street clothing and uncontaminated materials and equipment.

competent person- one who is capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them as specified in 29 CFR 1926.32 (f).

confined space-an enclosure (such as a storage tank, process vessel, boiler, silo, tank car, pipeline, tube, duct, sewer, underground utility vault, tunnel, or pit) having limited means of egress and poor natural ventilation and which may contain hazardous contaminants or be oxygen deficient.

containment-a harmful, irritating, or nuisance material that is foreign to the normal atmosphere.

decontamination area -an enclosed area adjacent and connected to the regulated area consisting of an equipment room, a shower area, and a clean room, which is used for the decontamination of workers, materials, and equipment contaminated with asbestos, tremolite, anthophyllite, actinolite.

demolition-the wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos, tremolite, anthophyllite, actinolite products.

director-the Director, National Institute for Occupational Safety and Health, U.S Department

of Health and Human Services, or designee.

employee exposure-that exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials, that would occur if the employee were not using respiratory protective equipment.

equipment room (change room)-a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

fiber-a particulate form of asbestos, tremolite, anthophyllite, or actinolite, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

hazardous atmosphere-any atmosphere, either immediately or not immediately dangerous to life or health, which is oxygen deficient or which contains a toxic or disease producing contaminant exceeding the legally established permissible exposure limit (PEL) or, where applicable, the Threshold Limit Value (TLV) established by the American Conference of Governmental Industrial Hygienists (ACGIH).

high-efficiency filter-a filter which removes from air 99.97% or more of monodisperse dioctyl phthalate (DOP) par tides having a mean partide diameter of 0.3 micrometer.

negative pressure respirator-a respirator in which the air pressure inside the respiratory-in-let covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

particulate matter-a suspension of fine solid or liquid particles in air, such as dust, fog, fume, mist, smoke, or spray. Particulate matter suspended in air is commonly known as aerosol.

permissible exposure limit (PEL)-the legally established time-weighted average (TWA) concentration or ceiling concentration of a contaminant that shall not be exceeded.

regulated area-an area established to demarcate areas where airborne concentrations of asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials exceed or can reasonably be expected to exceed the permissible exposure limit. The regulated area may take the form of (1) a temporary enclosure, as required by paragraph (e)(6) of 29 CFR 1926.58, or (2) an area demarcated in any manner that minimizes the number of employees exposed to asbestos, tremolite, anthophyllite, or actinolite.

removal-taking out or stripping of substantially all ACBM from a damaged area, a functional space, or a homogeneous area in a building.

renovation-the modifying of any existing structure or portion thereof, where exposure to airborne asbestos, tremolite, anthophyllite, actinolite, or a combination of these materials may result.

repair-returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

respirator-a device designed to protect the wearer from the inhalation of harmful atmospheres.

tune weighted average (TWA)-the average concentration of a contaminant in air during a specific time period.

tremolite, anthophyllite and actinolite - the non-asbestos form of these minerals, and these minerals, and any of these minerals that have been chemically treated and/or altered.

3. Medical Monitoring Program Requirements

3.1. Permissible Practice

In an effort to protect the general health of the worker from the development of diseases or other medical conditions pursuant to the performance of the job function assigned, it is the primary objective to maintain an accurate record of the health of the worker. This shall be accomplished through the regular and ongoing medical checks and tests performed by qualified physicians and medical technicians.

3.2. Employer Responsibility

3.2.1. OTS shall institute and maintain a medical monitoring program for all employees whose work assignment exposes them to airborne contaminants of asbestos and other compounds as regulated by EPA, OSHA, or other governing bodies.

3.2.2. OTS shall ensure that all medical examinations are performed by or supervised by a licensed physician, and that the examinations are provided to the employee at no cost.

3.2.3. OTS shall have the medical examinations made on each medical worker twice per year. No medical examination will be required of a new employee if the previous examination was within six months of hiring.

3.2.4. Upon completion of the examination, the physician shall prepare a written opinion on any increased health risk the employee would incur from the job assignment. The physician's written opinion given to OTS on the health of the employee shall be limited to findings related to exposure to asbestos.

3.2.5. OTS shall provide a copy of the physician's opinion within 30 days to the employee.

3.2.6. OTS shall keep all medical information restricted to OTS, the physician, and the employee. This information shall be maintained by OTS for a period of no less than 30 years as required in 29 CFR 1910.20.

3.3. Employee Responsibility

3.3.1. The employee shall complete the initial medical questionnaire answering completely all questions. Knowingly providing false statements on the questionnaire may inhibit the examining physician's ability to properly detect a medical condition which should be noted. This false information may be considered grounds for dismissal.

3.3.2. The employee should upon examination provide the physician with any additional information s/he deems valuable.

3.3.3. It shall be the employee's responsibility to notify their foreman or supervisor of any health problems during the period between medical examinations.

3.3.4. Although the primary focus of the medical monitoring program is to protect against respiratory illnesses, the employee shall report all injuries regardless of severity to their supervisor as they occur.

3.3.5. The employee should always use good judgment and use all available precautions in order to protect himself/herself from unnecessary asbestos exposure or injury. And in doing so, conduct themselves in a professional and responsive manner at all times.

3.4. Minimal Acceptable Medical Monitoring Program

3.4.1. Standard Operating Procedures

Written standard operating procedures covering a complete medical monitoring program shall be established and implemented in conformance with 3.4.2. through 3.4.14.

3.4.2. Program Administration

Responsibility and authority for this medical monitoring protection program shall be with the president of OTS or his designee. The president shall review and approve any changes to the program. The designee shall have sufficient knowledge of medical monitoring requirements of 29 CFR 1926.58 to properly supervise the program. Under the president's direction, the responsibilities shall include:

3.4.2.1. Managing the elements of this Medical Monitoring Program.

3.4.2.2. Arranging for a licensed physician to perform the examination and a qualified medical individual to read the chest X-rays should the physician not be qualified to do so.

3.4.2.3. Scheduling of all medical examinations.

3.4.2.4. Maintaining the records of all employees tested and the establishment of a record keeping system to track this information which shall include:

3.4.2.4.1. A list of all employees examined.

34.2.4.2. All medical records for each employee including the initial and periodic medical questionnaires.

3.4.2.4.3. Results of all medical examinations.

3.4.2.4.4. Written recommendations or mandatory changes to the medical monitoring program or *any* operational or safety procedure changes that are to be made to improve worker safety.

3.4.2.4.5. A written record of any problems encountered with the program.

3.4.3. Safety and Protective Equipment

Each OTS employee is equipped with a complete set of protective equipment to be utilized at any stage of an abatement project. This equipment is provided in order to reduce or eliminate the risk of adverse health effects from airborne asbestos contaminants. The success of the medical monitoring is partly dependent on the employee's use of this equipment. Without its use, this program only works to reveal a condition that may possibly have been avoided. The preferred function of the program is for it to demonstrate that the efforts of OTS to protect the employee from serious illness are effective.

3.4.4. Program Highlights

The program shall be executed to meet 29 CFR 1926.58 at a minimum. OTS exercises the right to add to this program in certain areas in order to provide a more comprehensive program and offer a greater degree of observation or protection to the individual employee ensuring health and safety at all times. The program shall consist of the following:

3.4.4.1. All medical examinations shall be performed by a licensed physician.

3.4.4.1.1. All costs for examinations are to be borne by OTS.

3.4.4.2. All employees working in abatement activities must take a medical examination upon hiring and at least twice per year thereafter.

3.4.4.3. Medical examinations shall cover medical and work history.

3.4.4.3.1. Specific focus shall be on pulmonary, cardiovascular, and gastrointestinal systems.

3.4.4.3.2. Physical examination of the pulmonary and gastrointestinal systems including chest roentgenogram and pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV) shall be performed in the initial medical examination and at a physician's discretion thereafter.

3.4.4.3.3. Classification and interpretation of chest roentgenograms shall be in accordance with Appendix E of 29 CFR 1926.58.

3.4.4.4. OTS will provide all pertinent information to the physician.

3.4.4.4.1. Copies of all standards.

3.4.4.4.2. Descriptions of employee work duties.

3.4.4.4.3. Employee anticipated exposure level.

3.4.4.4.4. Description of all protective and respiratory equipment to be used.

3.4.4.4.5. Information from previous medical examinations.

3.4.4.5. The physician will prepare a written medical opinion containing the results of the examination.

3.4.4.5.1. Opinion on any medical conditions that could put the employee at a health risk.

3.4.4.5.2. Recommendations on the limitations of the employee or the use of protective equipment such as respirators.

3.4.4.5.3. A statement that the employee has been informed by the physician of the results of the examination and any conditions that may result from asbestos exposure.

3.4.4.5.4. Opinion of the understanding by the employee of the health hazards and the importance of proper use of safety and protective equipment.

3.4.4.6. OTS shall maintain complete records of all medical examinations arid exposure levels.

3.4.4.6.1. OTS shall consider all activity with asbestos and asbestos containing materials capable of releasing fibers at or above the action levels and shall record in all projects that this consideration is made, thus requiring that safety and respiratory protection equipment be used without exception.

3.4.4.6.2. Exposure records shall include such information as date, operation, sampling methods, sampling results, protective equipment utilized, and personnel involved in the exposure.

3.4.4.6.3. Individual employee records shall include name, social security number, medical examination results (including questionnaires, physician's written results, etc.) employee medical complaints, and information as required by paragraph (m) of 29 CFR 1926.58.

3.4.4.6.4. All records are to be maintained by OTS for a period of no less than 30 years in accordance with 29 CFR 1910.20.

3.4.4.6.5. All training records shall be maintained for one year beyond last date of employment by OTS.

3.4.4.6.6. OTS shall, upon request, make available records to individual employees, former employees, and other designated persons as necessary, while not releasing the information to those persons not authorized by

regulation or company policy in order to maintain employee confidentiality.

3.4.4.6.7. Should OTS cease operations with no successor, all records will be transferred to the Director or to a depository as he directs, and each employee will be notified of this location.

4. Health Effects

4.1. Major Health Defects

To date, researchers have directly associated asbestos exposure to the development of four major health defects: (1) pulmonary fibrosis (more commonly referred to as asbestosis); (2) pleural plaque; (3) malignant mesothelioma; and (4) carcinoma of the lung (lung cancer). Researchers have also observed a two- to fivefold increase in the occurrence of other tumors and cancer in asbestos workers.

4.1.1. Asbestosis (pulmonary fibrosis)

Characterized by a scarring of the lung tissue in response to the irritating presence of asbestos fibers in the bronchial tree. This scarring leads to reduced vital capacity, diffusing capacity, and arterial oxygen content. The extent to which an individual will be affected has been linked to dosage and is believed to be a function of certain biological factors, which are not yet fully understood. It is important to note that researchers have observed that scarring in the lung continues, due to the presence of residual fibers, long after the exposure to asbestos fibers has occurred. Asbestosis may be diagnosed through the use of X-rays and pulmonary function tests, but its presence is proven through tissue biopsy and subsequent microscopic examination for the presence of asbestos fibers.

4.1.2. Pleural Plaque

The second most commonly observed effect of exposure to asbestos fibers is plaque which appears on the pleural lining of the chest wall. It is associated with an occurrence of lung cancer. The presence of this plaque by itself appears to indicate the presence of asbestos in the body. This condition may be detected by routine chest X-rays.

4.1.3. Malignant Mesothelioma

A tumor that develops in the membrane lining of the chest or abdomen and that occurs almost exclusively in individuals exposed to asbestos dust. It is particularly fatal, with a life expectancy of only one or two years after tumor detection. Malignant mesothelioma has been diagnosed in people whose only known exposure was in the home or to the dust carried home on the clothes of a worker. This condition is associated with the gradual onset of abdominal pain and swelling, nausea, vomiting, weight loss, and lack of vitality. Adequate treatment is not presently available.

4.1.4. Lung Cancer (carcinoma of the lung)

Lung cancer has long been associated with exposure to asbestos. The worker who has been exposed to asbestos for one month is two times as likely to be afflicted with lung cancer as the non-asbestos worker. This figure increases considerably with the length of the period of exposure. The cancer may be detected by routine chest X-rays

and can be treated if diagnosed early.

4.2. Other Health Defects

The occurrence of other tumors of the esophagus, larynx, stomach, colon, and pancreas has been found to occur in asbestos workers at a rate of two to five times more often that that of the general population.

4.3. How Asbestos Enters the Body

The primary asbestos fiber exposure route, according to medical studies, is inhalation. This simply means breathing in air in an asbestos contaminated area without proper respiratory protection, such as that provided by OTS, will most probably result in fibers being brought into the lungs and increasing one's chance for developing an asbestos related disease such as noted above.

Ingestion (swallowing) of asbestos fibers is another potential way of acquiring an asbestos associated disease. Proper respiratory protection, protective clothing, and work procedures can prevent the worker from ingesting any fiber.

In some cases, asbestos has affected workers when they come into physical contact with the fibers. There is no evidence that fibers can penetrate skin tissue, however, fibers may irritate skin resulting in a rash such as that induced by contact with fiberglass insulation.

4.4. Smoking Effects

There is a dramatic link between cigarette smoking and the development of lung cancer. The asbestos worker is five times more likely to develop lung cancer than the non-asbestos worker, but the smoking asbestos worker is at 54 times greater risk of developing lung cancer than the nonsmoking, non-asbestos worker.

5. Special Problems

5.1. Air Sampling/Employee Exposure

Before every asbestos abatement project contracted to OTS, with the exception of spot repair, a pre-air sample is taken by a certified analytical service. The sample is tested and asbestos fibers are counted and classified. Selection of which type of respirator is to be used on particular projects is made by OTS staff and supervisors based upon the tested fiber concentration and the respirator protection factor. Reference the chart of respirator classifications and allowed concentrations in Section 5.2. of the Respiratory Protection Program.

Personal monitor air sampling will be done (when necessary) on every OTS asbestos abatement project. The purpose of this is to test the fiber concentration in the breathing zone of the worker. Daily air monitoring that is representative of the exposure of each employee assigned to a particular abatement work area is a part of this scheme. The only instance that this is not the case occurs when OTS workers are equipped with positive-pressure supplied-air respirators. An air sample of this type can tell the supervisor if the appropriate respirator is being worn and if the worker is using enough water in the operation and maintenance of the personal air samplers.

Results of all samples should be posted at the worksite and kept on record. A final clearance sample result of .01 F/cc must be attained for a job to be completed. This clearance can be done in two ways. An aggressive sampling technique requires the use of turbulent air to pick up any dust or possible fibers and make them airborne. The other method is a simple ambient monitoring method with a high volume sampler positioned in a central location in the work area. This method is used only when permitted by Ohio Bureau of Environmental Health, Indoor Environmental Management Unit. A certified, independent, and licensed laboratory facility analyzes all air monitoring samples taken on OTS abatement projects.

5.2. Protective Equipment

Each OTS asbestos worker, before being allowed to enter a contaminated area, will be issued protective clothing to assure no bodily harm will result. Each worker must follow the following guideline rules:

5.2.1. The worker will be issued appropriate foot protection for wear in the containment area.

5.2.2. Protective suits are worn each time she/he enters the work area. These are disposable Tyvek suits, which are thrown away before leaving the contaminated area.

5.2.2.1. These suits are hooded for head protection from gross contamination.

5.2.2.2. There are attached foot coverings allowing feet to be sealed from contamination entering foot protection.

5.2.3. Rubber gloves are to be worn at all times in contaminated area. It is acceptable to reuse cotton gloves if left in the work area.

5.2.4. Hard hats are to be worn if the job dictates. Bump caps are recommended for general wear to avoid head contact with overhead obstructions by workers.

5.2.5. Respirators must be worn at all times without exception in this work area.

Asbestos Reminder

The respirator is the most important piece of equipment in asbestos abatement work. Without it, in a contaminated area with a fiber count of 2 F/cc, a worker will inhale 24 MILLION asbestos fibers over an 8-hour day. In just one 5-day work week, an approximate fiber count entering the body will be 120 MILLION fibers.

It is not yet known why some people develop asbestos diseases and others don't, but since the body may not react to this material for 20 to 40 years after contact, OHIO TECHNICAL SERVICES, INC. advises all employees to be fully aware of the rules and regulations set forth in its asbestos abatement program, including the health effects that can be associated with this line of work.

6. Evaluation

6.1. General

OHIO TECHNICAL SERVICES, INC. will review and evaluate the General Work Practices and Procedures annually or more frequently if needed to ensure that the program provides the proper policies and procedures for the performance of asbestos abatement work. The program will be updated and rewritten as needed. OTS President will oversee this evaluation.

6.2. Worker Acceptance

Worker acceptance of respirator use is an all-important part of the program's acceptance. The workers shall be consulted periodically about their acceptance of the program and the equipment they are using. Numerous items in the inquiry should include: comfort, resistance to breathing, fatigue, interference with vision, interference with job function, and confidence in the effectiveness of the respirator to provide adequate protection.

6.3. Evaluation

The comments and input for workers on the acceptance and usefulness of the practices, procedures, policy and equipment utilized along with the review of various company records that reflect work practice and procedure related issues shall be utilized by the program administrator to determine their effectiveness. Evidence of failure of these practices and procedures to provide a state-of-the-art asbestos abatement program shall be followed by an immediate and complete investigation to determine why and how the failure has occurred and the immediate action that shall be taken to eliminate further such program failures. The complete findings of the evaluation shall be documented and made available to workers and company personnel for review and comment. In the findings shall be a list of actions and completion dates for each action to correct faults in the program.

Appendix A1. Initial Medical Questionnaire

1. Name: _____
2. Social Security Number:_____
3. Present Occupation: _____
4. Employer: _____
5. Address: _____

   _____
6. Telephone Number: _____
7. Interviewer: _____
8. Date: _____ Date of Birth: _____
   Month Day Year
9. Place of Birth: _____
10. Sex: Male ___/Female ___
11. What is your marital status?

    Single __/Married __/Widowed __/Separated/Divorced __
12. Race: White__/Black__/Asian__/Hispanic__/Indian__/Other__
13. What is the highest grade completed in school? _____

Occupational History

14. Have you ever worked full-time (30 hours per week or more) for six months or more? Yes ___/No ___
15. Have you ever worked for a year or more in any dusty job? Yes ___/No___
    a. If yes, what was the specific job/industry_____
    Total years worked_____ Was dust exposure: Mild __ /Moderate __ / Severe__

16. Have you ever been exposed to gas or chemical fumes in your work? Yes__/No__

    a. If yes, what was the specific job/industry _____
    Total years worked _____ Was exposure : Mild __/Moderate __/ Severe__

17. What has been your usual occupation or job, the one you have worked at longest?

    a. Job occupation: _____

    b. Number of years employed in this occupation: _____

    c. Position/ job title: _____

    d. Business, field, or industry: _____

18. have you ever worked: (Provide the years during which you worked this job.)

    a. In a mine? ..... Yes __/ No __

    b. In a quarry? ..... Yes __/ No __

    c. In a foundry? ..... Yes __/ No __

    d. In a pottery? ..... Yes __/ No __

    e. In a cotton, flax, or hemp mill? ..... Yes __/ No __

    f. With asbestos? ..... Yes __/ No __

Medical History

19. Do you consider yourself to be in good health? Yes __/ No __
    If no, state reason _____

20. Do you have any defect of vision? Yes ___/ No ___
    If yes, state nature of defect _____

21. Do you have any hearing defect? Yes ___/ No ___
    If yes, state nature of defect _____

22. Are you suffering from or have you ever suffered from:

    a. Epilepsy (or fits, seizures, convulsions)? Yes __/ No __

    b. Rheumatic fever? Yes __/ No __

    c. Kidney disease? Yes __/ No __

    d. Bladder disease? Yes __/ No __

    e. Diabetes? Yes __/ No __

    f. Jaundice? Yes __/ No __

Chest colds and chest illnesses

23. If you get a cold, does it usually* go to your chest? Yes __/ No __/ I don't get colds __

24. During the past three years, have you had any chest illnesses that have kept you off work, indoors at home, or in bed? Yes __/ No __
    If yes:
    a. Did you produce phlegm with any of these chest illnesses? Yes __/No __
    b. In the last three years, how many such illnesses with (increased) phlegm did you have which lasted a week or more? Number of illnesses _____/ No such Illnesses ____

25. Did you have any lung trouble before the age of 16? Yes __/ No __

26. Have you ever had attacks of bronchitis? Yes __/ No __
    If yes:
    a. Was it confirmed by a doctor? Yes __/ No __
    b. At what age was your first attack? _____

27. Have you ever had pneumonia (including bronchopneumonia)? Yes__/No__
    If yes:
    a. Was it confirmed by a doctor? Yes __/No__
    b. At what age did you first have it? _____

28. Have you ever had hay fever? Yes__/No__
    If yes:
    a. Was it confirmed by a doctor? Yes__/No__
    b. At what age did it start? _____

* Usually means more than half of the time.

29. Have you ever had chronic bronchitis? Yes__/No__
    If yes:
    a. Was it confirmed by a doctor? Yes__/No__
    b. At what age did it start? ____
    c. Do you still have it? Yes__/No__

30. Have you ever had emphysema? Yes__/No__
    If yes:
    a. Was it confirmed by a doctor? Yes__/No__
    b. At what age did it start? _____
    c. Do you still have it? Yes__/No__

31. Have you ever had asthma? Yes__/No__
    If yes:
    a. Was it confirmed by a doctor? Yes__/No__
    b. At what age did it start? _____
    c. Do you still have it? Yes__/No__
    If no: At what age did it stop?_____

32. Have you ever had any other chest illness? Yes__/No__
    If yes, please specify_____

33. Have you ever had any chest injuries? Yes__/No__
    If yes, please specify_____

34. Have you ever had any chest injuries? Yes__/No__
    If yes, please specify_____

35. Has your doctor ever told you that you had heart trouble? Yes__/No__
    If yes, have you ever had treatment for heart trouble in the past ten years? Yes__/No__

36. Has your doctor ever told you that you had high blood pressure (hypertension) in the past ten years? Yes__/No__

37. In what year did you last have your chest X-rayed? _____

38. Where was the X-ray taken? _____

39. What was the outcome of the X-ray? _____

Family History

40. Were either of your natural parents ever told by a doctor that they had a chronic lung condition such as:

	Father			Mother		
	Yes	No	Don't Know	Yes	No	Don't Know
A. Chronic bronchitis?	____	____	____	____	____	____
B. Emphysema?	____	____	____	____	____	____
C. Asthma?	____	____	____	____	____	____
D. Lung Cancer?	____	____	____	____	____	____
E. Other chest conditions?	____	____	____	____	____	____
F. Is parent currently alive?	____	____	____	____	____	____

G. Please Specify	____ Age if living	___ Age if living
	____ Age at death	___ Age at death
	____ Don't know	___ Don't know

H. Please specify cause of death: _____ _____

Cough

41. Do you usually have a cough? (Count a cough with first smoke or first going out of doors. Exclude clearing of throat.) Yes__/No__
If yes, do you usually cough as much as four to six times a day or more days per week? Yes__/No__

42. Do you usually cough at all on getting up or first thing in the morning? Yes__/No__

43. Do you usually cough at all during the rest of the day or at night? Yes__/No__

If yes to any of 41-43, answer 44-48. If no to all, skip to 52.

44. Do you usually cough like this o most days for three consecutive months or more during the year? Yes__/No__

45. For how many years have you had the cough? _____

46. Do you usually bring up phlegm from your chest? (Count phlegm with the first smoke or on going out of doors. Exclude phlegm from the nose. Count swallowed phlegm.) Yes__/No__
    If yes, do you usually bring up phlegm like this as much as twice a day four or more days per week? Yes__/No__

47. Do you usually bring up phlegm at all on getting up or first thing in the morning? Yes__/No__

48. Do you usually bring up phlegm at all during rest of the day or at night? Yes__/No__

If yes to any of 46-48, answer 49-50. If no to all, skip to 51.

49. Do you bring up phlegm like this on most days for three consecutive months or more during the year? Yes__/No__

50. For how many years have you had trouble with phlegm? _____

Episodes of Cough with Phlegm

51. Have you had periods or episodes of (increased**) cough and phlegm lasting three weeks or more each year? Yes__/No__
    If yes, for how long have you had at least one such episode per year?_____

Wheezing

52. Does your chest ever sound wheezy or whistling?

    a. When you have a cold?. . . . . Yes__/No__

    b. Occasionally apart from a cold?. . . . . Yes__/No__

    c. Most days and nights?. . . . . Yes__/No__

    If yes to 52a, b, or c, for how many years has this been present?___

53. Have you ever had an attack of wheezing that has made you feel short of breath? Yes__/No__
    If Yes,
    a. How old were you when you had your first such attack?___
    b. Have you had two or more such episodes? Yes__/No__
    c. Have you ever required medicine or treatment for the(se) attack(s)?

** For persons who usually have cough and/or phlegm.

Yes__/No__

Breathlessness

54. If disabled from walking by any condition other than heart or lung disease, please describe and proceed to question 56. _____

_____

55. Are you troubled by shortness of breath when hurrying on the level or walking up a slight hill? Yes__/No__
If yes,
a. Do you have to walk slower than people of your age on the level because of breathlessness? Yes__/No__
b. Do you ever have to stop for breath when walking at your own pace on the level? Yes__/No__
c. Do you ever have to stop for breath after walking about 100 yards (or after a few minutes) on the level? Yes__/No__
d. Are you too breathless to leave the house or breathless on dressing or climbing a flight of stairs? Yes__/No__

Tobacco Smoking

56. Have you ever smoked? (No means less than 20 packs of cigarettes or 12 oz. of tobacco in a lifetime or less than 1 cigarette a day for 1 year) Yes__/No__
If yes,
a. Do you now smoke cigarettes (as of 1 month ago)? Yes__/No__
b. How old were you when you first started regular cigarette smoking? ___
c. How many cigarettes do you smoke per day now? ____
d. If you have stopped smoking cigarettes completely, how old were you when you stopped? ____
e. On the average of the entire time you smoked, how many cigarettes did you smoke per day? ____
f. Do or did you inhale the cigarette smoke? Not at all__/ Slightly__/ Moderately__/Deeply__

57. Have you ever smoked a pipe regularly> (Yes means more than 12 oz. of tobacco in a lifetime.) Yes__/No__
If yes,
a. How old were you when you first started to smoke a pipe regularly?___
b. If you stopped smoking a pipe completely, how old were you when you stopped? ____
c. On the average over the entire time you smoked a pipe, how much pipe tobacco did you smoke per week? (a standard pouch of tobacco contains 1-1/2 oz.) ____
d. How much pipe tobacco are you smoking per week by now?_____

e. Do or did you inhale the pipe smoke? Not at all__/Slightly__/Moderately__/Deeply__

58. Have you ever smoked cigars regularly? (Yes means more than 1 cigar a week for a year.) Yes__/No__
    If yes,
    a. How old were you when you first started smoking cigars regularly? ___
    b. If you have stopped smoking cigars completely, how old were you when you stopped? ____
    c. On the average over the entire time you smoked cigars, how many cigars did you smoke per week? ____
    d. How many cigars are you smoking per week now? ____
    e. Do or did you inhale the cigar smoke? Not at all__/Slightly__/Moderately__/Deeply__

Signature: _____ Date:_____

Appendix A2. Periodic Medical Questionnaire

1. Name: _____
2. Social Security Number:_____
3. Present Occupation: _____
4. Employer: _____
5. Address: _____

   _____
6. Telephone Number: _____
7. Interviewer: _____
8. Date: _____
9. What is your marital status? Single__/Married__/Widowed__/Separated/ Divorced__

Occupational History

10. In the past year, did you work full-time (30 hours per week or more) for six months or more? Yes__/No__
    If yes:
    a. In the past year, did you work in a dusty job? Yes__/No__
       If yes, was dust exposure: Mild__/Moderate__/Severe__
    b. In the past year, were you exposed to gas or chemical fumes in your work? Yes__/No__
       If yes, was exposure: Mild__/Moderate__/Severe__
    c. In the past year, what was your:
       i. Job/occupation:_____
       ii. Position/job title:_____
    d. Business, filed, or industry:_____

Medical History

11. Do you consider yourself to be in good health? Yes__/No__
    If no, state reason_____

12. In the past year, have you developed:

a. Epilepsy (or fits, seizures, convulsions)?. Yes__/No__

b. Rheumatic fever?..... Yes__/No__

c. Kidney disease?..... Yes__/No__

d. Bladder disease?..... Yes__/No__

e. Diabetes?..... Yes__/No__

f. Jaundice?..... Yes__/No__

g. Cancer?..... Yes__/No__

Chest colds and chest illnesses

13. If you get a cold, does it usually* go to your chest? Yes__/No__/I don't get colds__

14. During the past year, have you had any chest illnesses that have kept you off work, indoors at home, or in bed? Yes__/No__
If yes:
a. Did you produce phlegm with any of these chest illnesses? Yes__/No__
b. In the past year, how many such illnesses with (increased) phlegm did you have which lasted a week or more? Number of illnesses ___/ No such illnesses__

Respiratory System

15. In the past year, have you had: (writer further comments on positive answers in the margin)

a. Asthma?..... Yes__/No__

b. Bronchitis?..... Yes__/No__

c. Hay fever?..... Yes__/No__

d. Other allergies?..... Yes__/No__

e. Pneumonia?..... Yes__/No__

f. Tuberculosis?..... Yes__/No__

* Usually means more than half of the time.

g. Chest surgery?..... Yes__/No__

h. Other lung problems?..... Yes__/No__

i. Heart disease?..... Yes__/No__

j. Frequent colds?..... Yes__/No__

k. Chronic cough?..... Yes__/No__

l. Shortness of breath when walking or climbing one flight of stairs?..... Yes__/No__

m. Wheezing?..... Yes__/No__

n. Coughing up phlegm?..... Yes__/No__

16. Do you smoke cigarette? Packs per day ___ How many years__

Signature: _____ Date:_____

Emergency (small scale)
vs.
Large Scale Logistics

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, Ohio 43123

Project Logistics

The goal of this document is to describe the necessary actions to take a project from the incoming phone call to the mobilization stage. It is anticipated that projects will one of two types: 1) Small Scale and Emergency Projects or 2) Large Scale projects. The key distinguishing features between these projects will be time frame, subcontractors and equipment required, and regulatory notification, with small scale and emergency projects requiring quick mobilization and no notifications and large scale projects requiring notifications and the mandatory 10-day waiting period.

Small Scale and Emergency Projects

Small scale and emergency projects are anticipated to be generated by a phone call whether it be during working hours or through the use of an answering service after hours. In order to effectively service the clients it is imperative that the person receiving the initial call secure as much relevant information from the client as possible. The "Emergency Response Information" sheet should be completed at the time of the initial call. If possible secure a written authorization to proceed prior to commencing site activities.

After securing the necessary information, qualified personnel who are to be used to provide labor for the project must be contacted. The person making contact should inform the staff where and when to report and what personal safety gear to bring/wear. All staff who will be utilized on these types of projects should maintain standard safety items such as 1) copies of certifications, 2) copies of medical information, 3) safety shoes, 4) respirators (1/2 face & PAPR), 5) hard hat, and 6) safety glasses.

Insurance notifications?

Additionally, the appropriate equipment must also be secured and transported to the site. It is suggested that normally the best course of action is to have several of the laborers report to the office to load the supplies and materials into an available company vehicle.

Proceed to the work site.

In summary, the following steps must be completed for emergency projects:

1. Receive phone call.
2. Complete Asbestos Emergency Response Information Sheet.
3. If client does not have the Response stages for Asbestos-Clean-Up form (specific form for clients emergency needs) send to client.
4. Try to get written authorization.
5. Person receiving call should mobilize crew, confirm materials required and

communicate other project information. OTS site person responsible for forms and reviewing materials and information prior to on-site activities commencing.

Large Scale Projects

Large scale projects are expected to have significantly longer lead time than most small scale/emergency type projects, if for no other reason than the regulatory requirements for notifications and waiting periods.

Received call and schedule site visit.

Conduct site inspection. Complete "Pre-bid Checklist".

Prepare proposal and cost work sheets. Include all required sub-contractors and their fees. Subcontractors may include hauling, disposal, scaffolding, rental equipment.

Upon approval of proposal by client, submit paperwork to accounting to request a project number. Then submit appropriate regulatory (ODH and OEPA) and insurance carrier notifications. Secure subcontractors agreements.

Project Manager to review project with supervisor. Conduct additional site visit(s) if possible. Supervisor should be provided with "Project Information" sheet at this time. Items reviewed should include the scope of work, time frame, work practices, respiratory protection, air sampling plans, unique conditions, safety issues,…..

Supervisor to gather and load budgeted material from stock. If items are not available, supervisor to notify project manager immediately so that necessary items may be secured. Supervisor is responsible for ensuring that materials are pulled and delivered to the site. (read: loading the truck) Supervisor is also responsible for returning all unused items to the appropriate storage area at the completion of the project.

Asbestos Emergency Response Information

Date: _____ Time: _____

Company Name: _____

Contact Person: _____ Phone: _____

Company Address: _____

Company Address: _____

Project Location: _____

Directions to site: _____

_____

_____

Is it really an emergency: _____

Amount and type of material: _____

_____

Is footage over 50 linear or 50 square feet: _____

If "yes" must be a real emergency or must notify and wait.

Is the area occupied: _____

Air sampling requirements: _____

Height of material off floor: _____

Is material easily accessible? (explain, no):_____

Distance from loading area to work: _____

Will systems be shut down?_____

If "no" what is temperature of system: _____

Other safety issues: _____

_____

Other notes: _____

_____

Large Scale Asbestos Project Pre-Bid Information

Date:_____ Time: _____

Company Name: _____

Contact Person: _____ Phone: _____

Company Address: _____

Company Address: _____

Project Location: _____

Directions to site: _____

_____

_____

Design Professional: _____

D. P. Representative: _____

Are there specifications/drawings: _____

Are there any addendums: _____

Are bonds required: _____

Are there liquidated damages: _____

Is the project prevailing wage: _____

Insurance requirements: _____

Special submittal requirements: _____

_____

Summary of Scope: _____

_____

_____

_____

_____

Is footage over 50 linear or 50 square feet: _____

Is footage over 260 linear or 160 square feet: _____

Will the area(s) be occupied: _____

Air sampling requirements: _____

Projected schedule: _____

Height of material off floor: _____

Is material easily accessible? (explain, no): _____

Distance from loading area to work: _____

Will systems be shut down: _____

If "no" what is temperature of system: _____

Other safety issues: _____

_____

_____

Any special set-up requirements: _____

_____

_____

Other notes: _____

_____

_____

Asbestos Abatement Contracting Project Information Sheet

Project Number: _____

Project Name: _____

Dates: _____to_____, Hours: _____am/pm to _____am/pm

Site Contact: _____

Project Address: _____

Directions: _____

_____

_____

Personnel:

Project Manager: _____, Home Phone: ( ) . Pager ( )

Supervisor: _____, Home Phone: ( ) , Pager ( )

Laborer (1): _____, Home Phone: ( ) , Pager ( )

Laborer (2): _____, Home Phone: ( ) , Pager ( )

Laborer (3): _____, Home Phone: ( ) , Pager ( )

Laborer (4): _____, Home Phone: ( ) , Pager ( )

Laborer (5): _____, Home Phone: ( ) , Pager ( )

Laborer (6): _____, Home Phone: ( ) , Pager ( )

Notifications:

Ohio Department of Health Notification filed: _____

Ohio EPA Notification filed: _____

Insurance company notification filed: _____

Scope of Work Summary:

_____

_____

_____

_____

Comments:

1) See budget form for materials listing. Materials usage to be recorded each day using "Cost Tracking" forms.

2)

Response Stages For Asbestos Cleanup/Hazardous Cleanup

1. Contact Ohio Technical Services, Inc. at:

   Regular Hours: 614-372-0829 Fax 614-372-0933

   After Hours: Brian Hatfield 614-309-2489

2. Have the following information available when calling:

   a) Material to be removed or repaired

   b) Level of contamination

   c) Location of material (area, height, confined space)

   d) Site contact

   e) Clean-up time frame required

   f) Is area isolated

   g) Task Order No, to be utilized

   h) Is material to be removed off-site

Special concerns:

_____

_____

_____

Response Stages for Asbestos Cleanup/Hazardous Cleanup

1. Contact Ohio Technical Services, Inc. at:

   Regular Hours: 614-372-0829 Fax 614-372-0933
   After Hours: Brian Hatfield 614-309-2489

2. Ask client for the following information:

   a. Material to be removed or repaired.

   b. Level of contamination.

   c. Location of material (area, height, confined space).

   d. Site contact.

   e. Clean-up time frame required.

   f. Is area isolated.

   g. Task Order No. to be utilized.

   h. Is material to removed off site.

3. Necessary information from Ohio Technical Services, Inc. (Prior & During)

   a. Cost estimate required (non-emergency).

   b. Mobilization time - notification required.

   c. Abatement plan prior to start of work (plant, labor and materials).

   d. Required paperwork on-site.

   e. Project log, equipment and labor utilization sheets.

4. Post Abatement Documentation

   a. Project log

   b. Workers Certification

   c. Company Certification

   d. Waste Manifest and Disposal Documentation

   e. Analysis Results

Special Concerns: _____

OHIO TECHNICAL SERVICES

SAFETY

PROGRAM

MANUAL

SAFETY PROGRAM MANUAL

TABLE OF CONTENTS

COMPANY SAFETY POLICY - BWC Step #9
COMPANY POLICY 4

EMPLOYEE SAFETY AGREEMENT 5

VISIBLE ACTIVE SENIOR MANAGEMENT LEADERSHIP - BWC Step#1 6

EMPLOYEE INVOLVEMENT AND RECOGNITION – BWC Step #2 7

COMMUNICATION – BWC Step # 4 8

SITE-SPECIFIC SAFETY STANDARDS 9

DELEGATION OF RESPONSIBILITIES 10
MANAGEMENT 10
SUPERVISOR 11
EMPLOYEE 11
OTHER CONTRACTOR/VISITOR 12

SAFETY & HEALTH PROCESS COORDINATOR – BWC Step #6 13

COMPANY SAFETY RULES – BWC Step #8
SAFETY RULES POLICY 14
SAFETY RULES 15
ENFORCEMENT 20

HAZARD COMMUNICATION PROGRAM 21

SAFETY DATA SHEETS 21
LABELING 22
EMPLOYEE INFORMATION AND TRAINING 23

TABLE OF CONTENTS (continued)

ORIENTATION AND TRAINING – BWC Step #7	24
SAFETY TRAINING POLICY	24
SAFETY TRAINING PROGRAMS	25
RECORDKEEPING AND POSTING – BWC Step #10	27
OSHA FORMS	27
COMPANY FORMS	28
JOBSITE POSTERS	28
JOBSITE INSPECTIONS	29
ACCIDENT INVESTIGATION - BWC Step #2 and #3	31
EMERGENCY RESPONSE AND FIRST AID	32
MEDICAL TREATMENT/RETURN TO WORK PRACTICES – BWC Step #3	33
TIMELY NOTIFICATION OF CLAIMS – BWC Step #5	34
SAFETY PROGRAM EVALUATION	35
RESPIRATOR PROGRAM	36
CONFINED SPACE PROGRAM	**61**
ELECTRICAL SAFETY PROGRAM	**66**
FIRST AID	**70**
WASTE MANAGEMENT	**72**
HAND & POWER TOOLS	**74**
NOISE EXPOSURE/HEARING CONSERVATION	**77**
LOCKOUT/TAGOUT	**80**
ASSESSMENTS	**83**
RIGGING MATERIAL HANDLING	**85**
ASBESTOS MANAGEMENT/MAINTENANCE WORK	**87**
SCAFFOLDS	**89**
PERSONAL PROTECTIVE EQUIPMENT/ASSESSMENTS	**94**

OHIO TECHNICAL SERVICES
SAFETY POLICY

BWC Step #9

OHIO TECHNICAL SERVICES is sincerely concerned with each employee's safety and health—and will strive to provide the safest working conditions possible.

We will endeavor to maintain a workplace as free from recognized hazards as possible, by providing each employee with proper training and safe equipment and tools.

As an employee of OHIO TECHNICAL SERVICES, you are encouraged and expected to follow recognized safety practices—including federal, state and local safety regulations, and the safety rules of OHIO TECHNICAL SERVICES, which are outlined in the company safety program manual.

We believe most accidents can be avoided by using safe work practices and personal initiative, and we ask you to be a part of OHIO TECHNICAL SERVICES' commitment to safety.

We look forward to your employment with us being accident-free and productive.

_____

Brian Hatfield
President

OHIO TECHNICAL SERVICES
EMPLOYEE SAFETY AGREEMENT

I have read (or the rules have been read to me) and I understand the company safety rules of OHIO TECHNICAL SERVICES, Inc.

I agree to take responsibility for my own safety and the safety of those around me by complying with all local, state and federal regulations, as well as the safety rules of OHIO TECHNICAL SERVICES, Inc.

I understand that these safety rules do not constitute any form of binding promise or contract for the company to continue to employ me for any specific period of time or under any specific circumstances.

I also understand that the company may change or modify its rules to reflect changes in standards.

Name (Please Print)_____

Signature_____

Date_____

VISIBLE ACTIVE SENIOR MANAGEMENT LEADERSHIP

BWC Step#1

The management and supervisors of Ohio Technical Services, Inc. are committed to a safe workplace. Each of us will take a leadership role in demonstrating the companies commitment to safety. The main focus for this leadership will come from the Vice President of Operations and Safety, Brian Hatfield.

This will be achieved by authorizing and approving the necessary resources for accident prevention. Ohio Technical Services, Inc. will do this by training its employees in areas relevant to our industry. Example training programs are: Fall protection, HAZCOM, fire hazards, asbestos/lead removal hazards, and respirator training.

During the weekly meeting, company management personnel will discuss upcoming work and the safety precautions that may be necessary. Any injuries that may have occurred during the week are discussed at this time, as well as how the incident could have been corrected.

During the estimating process, estimators are required to take safety into account. Is scaffolding necessary to reach the work, or can aerial lifts or ladders be used instead? Are there other hazards that the operations may encounter? These and other factors are discussed during the weekly meetings. Safety processes are bid into all jobs for Ohio Technical Services, Inc.

All employees are urged to talk about safety issues to the VP of Operations and Safety and to their immediate supervisor.

The VP Operations and Safety or a trained, competent facilitator, will conduct all initial training sessions, discuss safety issues with employees during visits, and accompany the safety coordinator on most inspections and or audits.

EMPLOYEE INVOLVEMENT AND RECOGNITION

BWC Step #2

Ohio Technical Services, Inc. realizes that employee involvement in safety must occur to achieve long-term success. Both management and employees must actively participate in the safety and health management process.

Ohio Technical Services, Inc. safety committee members will meet periodically to discuss hazards associated with asbestos/lead abatement processes, accident investigations, employee comments, statistical analyses and other topics.

Ohio Technical Services, Inc. supervisors will act as instructors during the pre-job safety meetings. The safety committee will also recommend specific actions to be taken in response to employee safety suggestions or in case of a near miss or injury.

The VP of Operations and Safety will schedule quarterly meetings. He will record all notes and then distribute to all members.

Ohio Technical Services, Inc. will strive to create a positive approach to managing the safety process as opposed to a negative fault-finding approach. By being proactive with safety, hazards can be detected early and accidents can be reduced or eliminated. This will be done by positively reinforcing good safety work practices, openly expressing gratitude for a safety completed job and even pointing out when a person is observed doing a task correctly.

COMMUNICATION

BWC Step # 4

Ohio Technical Services, Inc. believes that to have an effective safety program, communication must be able to flow through all departments, from the worker to top management.

The workers see most of the potential accident-causing conditions, and should be able to correct the situations. It is important that they let their immediate supervisor know of any unsafe condition, or unsafe acts by other employees. Workers are encouraged to share ideas and corrective measures. Ohio Technical Services, Inc. has Spanish speaking employees and uses Toolbox talks which have been translated into Espanol.

Management at Ohio Technical Services, Inc will use several other communication methods. Here are a few examples:

- One-on-one discussion – the supervisor will discuss safety concerns, suggestions and ideas with employees. Dialogue may last as long as needed. Ideally, discussions should be monthly.

- Informal discussion – at Ohio Technical Services, Inc. the accident prevention coordinator, supervisor, and President (Brian Hatfield), are available to discuss CONFIDENTIALLY their safety and health questions, problems and suggestions.

- Suggestions – A safety and health suggestion program will be established. We will have a safety suggestion box in the break area and ask employees to contribute their comments and suggestions. A form will be provided to record suggestions.

- Written Communication - This safety program manual is an good example of written communication.

- Safety Alerts - Ohio Technical Services, Inc. will provide safety alert notices in paychecks. Safety signage. Post proper safety signage on job-sites and in the warehouse.

SITE-SPECIFIC SAFETY STANDARDS

BWC Step #8

Although the company safety program addresses the general issues of the safety and health of employees, each jobsite may have its own unique characteristics and hazards.

To respond to these hazards, the job-site supervisor, project manager or VP of Operations will complete a safety site plan for each unique job-site.

A competent person will be designated for the site (typically the job supervisor) and an initial inspection will be conducted in areas where employees will be working.

After determining the unique hazards of the specific site, the competent person shall either correct the hazards or report them to the appropriate contractor for correction. The competent person also shall make employees aware of the hazards, and inform them of appropriate safety procedures.

A general jobsite inspection checklist will be used to help determine hazards. In many cases the job-site may require Ohio Technical Services, Inc. to comply with the owners overall safety program (For example, projects at Wright Patterson Air Force Base). In addition, the site-specific plan may address any or all of the following issues pertinent to the site that may not be a part of the overall company safety program:

- Unique activities known to be hazardous such as confined space entry, excavation or demolition
- Other contractor or client specifications.
- The nature and timing of each contractor's job—to avoid interference with and creation of hazards for other companies.
- Specific training requirements.
- Specific machinery or personal protective equipment.
- Emergency response procedures.
- Designated first aid givers.
- Electrical hazards such as overhead or underground power lines.
- Environmental conditions.
- Surrounding conditions—road traffic, pedestrian traffic from surrounding buildings, etc.
- Material storage areas.
- Access routes.
- Other site specific or contractor specific conditions.

DELEGATION OF RESPONSIBILITIES

To ensure that OHIO TECHNICAL SERVICES' safety program is implemented, the following assignments of responsibility have been established. All employees have the full support of management in executing their assigned duties and are expected to fulfill their responsibilities.

MANAGEMENT RESPONSIBILITIES

Senior management is responsible for establishing the overall company safety and health program.

- Show 100% commitment to the safety and health of all employees of OHIO TECHNICAL SERVICES, Inc.
- Establish rules and programs to promote the safety and health of all employees.
- Delegate safety responsibilities among company personnel, and stress the importance of a complete team-effort to ensure a safe work environment.
- Designate at least one competent person per job and provide authority to the competent person to immediately address safety issues.
- As appropriate, investigate accidents and "near-miss" incidents.
- Conduct periodic safety inspections on all jobsites.
- Require all other contractors, suppliers and visitors on site to adhere to government and company safety rules.
- Coordinate and ensure implementation of all company safety activities, including the hazard communication program.
- Work directly with job supervisors regarding their safety responsibilities.
- Be familiar with and advise supervisors of all standards, regulations and enforcement procedures—including new and changed laws.
- Make recommendations to supervisors regarding compliance with regulations and any necessary additional company policies.
- Monitor the company inspection program and make periodic inspections.
- Be present for all inspections performed by government authorities.
- Coordinate training programs for supervisors and employees.
- Coordinate the purchase of materials and equipment to assist company safety efforts—including required posters and forms, first aid kits and educational materials.
- Ensure that all OSHA record-keeping and posting requirements are met.
- Coordinate disciplinary procedures; as necessary, discipline employees who willfully disregard the company safety policy.
- Periodically evaluate the effectiveness of the safety program.

DELEGATION OF RESPONSIBILITIES (continued)

JOB SUPERVISOR RESPONSIBILITIES

- Implement the company safety program at the work or jobsite level, setting a good example for all employees.
- Remain knowledgeable about all safety regulations and safe working practices that apply to the work being supervised.
- Conduct daily job inspections.
- Act immediately to eliminate hazards and/or remove employees from any hazardous areas.
- Ensure that all machines and personal protective equipment are properly maintained and correctly used.
- Investigate all jobsite accidents and "near-miss" incidents with management.
- Ensure that all injuries are cared for properly and promptly, providing for medical treatment, if necessary.
- Periodically evaluate the safe work practices of all employees.
- Record and report all necessary information—including accident investigation forms, training attendance records and performance evaluation reports.
- Advise management of outstanding safety efforts by employees.
- As necessary, discipline employees who willfully disregard the company safety policy.
- Require that all other contractors, suppliers and visitors adhere to all government safety standards and the company safety program.

EMPLOYEE RESPONSIBILITIES

- Work in a safe manner to ensure your own safety and the safety of those around you.
- Maintain a mental and physical health conducive to working safely.
- Adhere to all government standards and company safety regulations.
- Follow all safe-working rules outlined in the company safety program.
- Request instruction from the supervisor when unsure of how to perform any task safely, including handling of hazardous materials.
- Refrain from any obvious or questionable hazards or unsafe work practices, and report them immediately to the supervisor.
- If possible, correct any hazards or unsafe practices.
- Properly use all tools, machines and personal protective equipment, as instructed by the supervisor.
- Maintain and take responsibility for personal protective equipment.
- Keep all work areas clean and free of debris.

DELEGATION OF RESPONSIBILITIES (continued)

OTHER CONTRACTOR AND SUPPLIER RESPONSIBILITIES

- Abide by all government standards and safety rules of the owner or controlling party.
- Notify other contractors when actions or activities could affect the safety of employees of other companies.
- Report all injuries and accidents to the controlling party.
- Report any unsafe conditions or work practices immediately to the controlling party.

VISITOR AND GUEST RESPONSIBILITIES

- Abide by all government and company safety regulations.
- Register with proper personnel upon arriving at the site.

SAFETY & HEALTH PROCESS COORDINATOR

BWC Step #6

An accident prevention coordinator will be designated by the VP of Operations and Safety. This person will not assume operational responsibility for safety and health, but will support the supervisors and employees to develop effective safety systems and processes.

This coordinator, along with the VP of Operations and Safety will facilitate Ohio Technical Services, Inc.'s safety and health efforts.

The safety coordinator will be an active supervisor who will support the VP and other supervisors and employees to prevent accidents within the company.

This coordinator will:

1. Help management and employees identify accident prevention and Safety and Health training needs.
2. Help supervisors make changes that improve Safety and Health.
3. Identify and communicate new operating procedures.
4. Work with employees to optimize safe work practices.

The Vice President of Operations and Safety will compile injury and illness related records.

OHIO TECHNICAL SERVICES SAFETY RULES POLICY

To ensure that the company safety rules will be effectively followed, OHIO TECHNICAL SERVICES, INC. will strive to:

- Provide each employee with his or her own copy of the company safety rules.
- Review the rules with all new employees before they begin work.
- Discuss the rules periodically at company safety meetings.
- Maintain accessible copies of the rules in every company office and on each jobsite.
- Post the rules in a conspicuous place on each jobsite, if possible.

Although the safety rules in the company safety program are not all inclusive, they should be considered—along with other regulations that may be issued from time to time—the safety rules of OHIO TECHNICAL SERVICES, INC.

Violation of any of these rules is cause for disciplinary action, up to and including dismissal, even on the first violation.

OHIO TECHNICAL SERVICES
SAFETY RULES

BWC Step # 8

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

- Employees must adhere to all F
- EDERAL, STATE AND LOCAL LAWS, as well as EMPLOYER REGULATIONS AND POLICIES.

- HARD HAT use is mandatory on all sites where hazards or potential hazards are identified.

- HORSEPLAY causes accidents and is strictly prohibited.

- Employees must be alert to hazards and potential hazards, and must immediately REPORT ANY UNSAFE CONDITIONS, ACTS, TOOLS OR EQUIPMENT to the supervisor. Employees should never perform any assignment that is unsafe.

- If an employee does not know the safe procedures for a job operation, he or she should ASK THE SUPERVISOR to demonstrate the approved safe methods.

- Employees must REPORT ANY INJURY OR ACCIDENT to the supervisor as soon as possible. Failure to do so may result in termination.

- Employees must practice GOOD HOUSEKEEPING in all work areas at all times. No materials should be left in aisles, walkways, stairways or roads.

- FIRE PROTECTION. Employees must be aware of the location of FIRE EXTINGUISHERS.
- The use, possession, transportation, solicitation or sale of ALCOHOL OR DRUGS, including illegal drugs and misuse of prescription drugs is prohibited. See Substance Abuse policy.
- No FIREARMS OR OTHER WEAPONS are permitted on the jobsite.
- PERSONAL PROTECTIVE EQUIPMENT must be worn and used properly, as directed by the supervisor.
- Employees must properly MAINTAIN and take responsibility for their PERSONAL PROTECTIVE EQUIPMENT.
- EYE AND/OR FACE PROTECTION must be worn by all employees exposed to flying objects or potential eye or face injuries.
- HEARING PROTECTION must be worn when exposed to excessive noise levels (greater than 90dBA). If you need to raise your voice to be heard, you probably need hearing protection
- PROTECTIVE CLOTHING and work shoes must be worn, as directed by the supervisor. Tennis shoes, shorts and sleeveless shirts are not permitted.
- GLOVES must be worn by workers handling debris and rough or sharp edged material.
- TOOLS should be inspected frequently by employees for defects, and turned in to the supervisor for repair or replacement if they are damaged.
- HAND TOOLS may not be used for any purpose other than those intended, and should be promptly repaired or replaced when necessary.
- POWER TOOLS should only be operated by authorized personnel, with proper guards and safety devices in place. All electrical tools must be grounded or double insulated and have Ground Fault Circuit Interrupter (GFCI) in place. Portable power-driven circular saws shall be equipped with guards above and below the base plate or shoe.
- POWDER ACTUATED TOOLS. Only trained employees shall be allowed to operate powder-actuated tools. Eye and hearing protection must be worn when operating this tool.
- Employees must NEVER REMOVE OR BY-PASS safety equipment.
- Employees should only APPROACH EQUIPMENT if the operator is aware of their presence.

- MACHINERY must not be oiled, cleaned, adjusted or refueled while operating.

- LADDERS must be placed on a substantial base. Ladders shall be inspected before each use and may not be used if they have broken, split or missing rungs or rails. Face ladder when climbing and use both hands. Material or tools should not be carried up a ladder. All ladders are to extend at least three feet above the landing platform and must be securely fastened or tied-off. The maximum length of a single ladder must not exceed 30 feet and ladders should have slip-resistant feet to prevent accidental movement. The top two steps of a step ladder are not to be used to stand on. Inform your supervisor if you need a taller step ladder. Metal ladders must never be used near electrical lines or services. Straight ladders are to be placed one foot away from the wall or surface for every four foot high.
  Ladder rungs, cleats, and steps shall be parallel, level, and uniformly spaced, when the ladder is in position for use which is required by OSHA/ANSI.
  Ladders shall not be loaded beyond the maximum intended load for which they were built, nor beyond the manufacturer's rated capacity.
  Ladders shall be used only for the purpose for which they were designed. Never use ladder in a horizontal position or as scaffolding, do not place ladders on top of boxes, barrels, crates, etc.
  Portable and fixed ladders with structural defects, such as, but not limited to, broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components, shall either be immediately marked in a manner that readily identifies them as defective, or be tagged with "Do Not Use" or similar language, and shall be withdrawn from service until repaired.

- ELECTRICAL.
  All electrical tools and equipment must be grounded or double insulated.

  Extension cords must be of the three-wire type, and designed for hard or extra hard usage (i.e. types S, ST and SO). Flat cords are not permitted.

  Tools and extension cords with the ground prong missing shall not be used.

  Worn or frayed electrical cords or cables must not be used. Extension cords must not be fastened with staples, hung from nails, or suspended by wire.

  All extension cords must be checked before use. Remove damaged cords from service and report them to your supervisor or warehouse person.

  Protect extension cords from sharp corners, pinching and being run over by equipment.

  Ground fault circuit interrupters shall be used and must be tested daily.

- SCAFFOLDING must be placed on a substantial base. Guardrails 42" high with mid-rails must be installed on all open sides and ends of platforms. All planking must be of scaffold grade lumber or decking. All scaffolds must be fully planked at work level. Scaffolds and their components shall be capable of supporting, without failure, at least 4 times the maximum intended load. An access ladder or equivalent safe access shall be provided. Scaffold platforms shall be kept free of debris and unneeded tools and materials.

Training shall be provided to all employees regarding hazards by qualified persons.

Hazards including fall protection, electrical safety, falling object protection, scaffold use and load capacity should all be addressed in the training provided to employees.

A competent person must ensure scaffolds are safe prior to use.

When defective or unsafe conditions are found unsafe equipment or conditions must be tagged out by a competent person and must be complied with.

- EXCAVATION AND TRENCH CONSTRUCTION in soils other than rock, shale or consolidated slag, must be shored and/or braced if over five feet deep and not cut to the natural angle of repose of the surrounding material.

No employee may enter a trench or confined space unless they have been trained by a competent person.

- SOURCES OF IGNITION are prohibited in areas where flammable liquids are stored or used. Appropriate warning signs shall be posted at these locations. **The use of gasoline is prohibited for cleaning purposes. OSHA approved metal safety cans shall be used for the handling and use of flammable liquids in quantities greater than one gallon.**

- WELDING AND CUTTING. Before starting to weld or cut, you must inspect your work area to ensure that sparks or slag will not fall on flammable or combustible materials. Suitable fire extinguishing equipment must be available within 30 feet of your work area. Only friction lighters shall be used to light a torch. Properly filtered eye protection shall be worn when performing welding and cutting operations. Damaged welding cables, regulators or gauges shall not be used.

- COMPRESSED GAS CYLINDERS must be chained or otherwise secured in an upright position and must be placed in cylinder carts when transported Fuel gas cylinders must not be opened more than 1 ½ turns. Acetylene regulators should be set at 10-15 PSI. Oxygen cylinders and fittings shall be kept away from oil and grease. Cylinder valves shall be closed when work is finished and when cylinders are empty or are moved. When stored, cylinders must be capped and secured in an upright position, with oxygen and combustible gases separated by 20 feet or a 5-foot non-combustible wall.

- KEROSENE HEATERS must be located on a stable surface. Heaters must be turned off at the end of every shift, or when vacating the area for an extended period of time. Heaters must be turned off while refueling. Fuel can must be located at least 10 feet from the heater.

MATERIAL HANDLING. Lift with your legs and not your back. Squat down behind the object, grasp with both hands, keep the load as close to your chest as possible, then lift with your legs. Get help with heavy or bulky materials to avoid dropping the load or getting thrown off balance. Plan your route ahead of time. Account for trip hazards, adjacent obstructions, and the length of the object that you are carrying.

FALL PROTECTION. Employees working or walking at elevations 6 feet or more above lower levels must be protected from falling. Personal fall arrest systems must be inspected prior to each use for wear, damage or other deterioration. Anchorage points for personal fall arrest systems must be capable or supporting at least 5000 lbs for each person attached. Holes in walking/working surfaces must be covered to prevent tripping and falls. Each employee working near wall openings where the distance to the next lower level is 6 foot or more must be protected from falling.
A written fall protection plan will be prepared by a qualified person (Brian Hatfield or Robert Stevens) for each specified work site.
All accidents involving a fall will be investigated to evaluate the fall protection plan for potential updates to practices, procedures or training in order to prevent reoccurrence.
If equipment and raw materials are purchased for use in fall protection systems applicable ANSI & ASTM requirements shall be met.
In the event of a fall employer shall provide for prompt rescue of employees or shall assure the employees are able to rescue themselves.
All employees will be trained on Fall Protection and written certification records shall be maintained showing the following:
1) Who was trained, when, dates of training
2) Signature of person providing training & date employer determined training was deemed adequate.

HOUSEKEEPING. Good housekeeping is an essential part of safety on any construction jobsite. All employees should be trained in housekeeping procedures before beginning work, and should be instructed in any appropriate site-specific housekeeping plans, including material storage. Housekeeping topics also will be reinforced at periodic "toolbox talks" and will be included in periodic jobsite safety inspections.

The following are steps to a good housekeeping program that will be established on every jobsite:

- Areas will be designated for material storage, parking and trash, as well as for storage of compressed-gas cylinders.
- Areas will be provided for employee tools and clothing.
- Adequate lighting and ventilation will be provided.
- Metal containers that are to be used for trash, paper and debris will be marked.

For safe vehicular access and movement of traffic, roads will be kept in good

- condition. Clear access will be maintained to material storage, parking and trash areas.
- Good housekeeping will be implemented as a part of the daily routine.

LOCKOUT/TAGOUT- The potential types that may require energy may include any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

ENFORCEMENT OF SAFETY RULES

Compliance with company safety rules and procedures is a condition of employment to work with OHIO TECHNICAL SERVICES, INC.

To ensure the safest work environment possible and to prevent accidents and injuries, action will be taken immediately if violation of the rules is observed. Management personnel at all levels are responsible for the enforcement of the company safety rules. Any violation of the rules will result in disciplinary action and can lead to dismissal, even upon first violation. Both the disciplinary policy and the company safety rules will be discussed with all employees at the time of initial hire and will be periodically reviewed during their employment.

Contractor employees shall abide by the hiring client's safe work practices during operations such as Lockout/Tagout, Confined Space entry, opening process equipment or piping and controls over entrance to facility.

VIOLATION OF THESE SAFETY RULES MAY BE CAUSE FOR DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL, EVEN ON THE FIRST VIOLATION.

OHIO TECHNICAL SERVICES HAZARD COMMUNICATION PROGRAM

OHIO TECHNICAL SERVICES has established the following hazard communication program—for the safety and health of all employees, and to comply with the OSHA Hazard Communication Standard described in Title 29, Code of Federal Regulations, Part 1926.59.

The program is designed to ensure communication of information to employees about exposure to hazardous chemicals in normal conditions, non-routine tasks and emergencies.

Hazardous chemicals can be liquids, solids, gases, vapors, fumes and mists—including chemicals generated through work operations.

The designated company safety coordinator is responsible for facilitating the program, and job supervisors are responsible for continued on-site training.

Other contractors on site also will be informed of the company hazard communication program, including the location of the SDS notebook and any chemical hazards to which they may be exposed.

This Process Safety Management is intended to prevent or minimize consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals in various industries such as refineries, etc.

SAFETY DATA SHEETS (SDS)

Employers who use hazardous chemicals—but do not produce or import them—are not required to evaluate the chemicals for hazardous properties.

Suppliers/manufacturers are responsible for determining which chemicals are hazardous, and for supplying users with the necessary material safety data sheets.

Although material safety data sheets have no specified format under the OSHA standard, a non-mandatory SDS Form 174 is available through OSHA. Regardless of the format, the SDS should include:

- Information on the manufacturer
- Hazardous ingredients and identity information
- Physical and chemical characteristics

- Fire and explosion data
- Reactivity data
- Health hazard data
- Precautions for safe handling and use
- Control measures

If material safety data sheets are not automatically provided, the safety coordinator will be responsible for obtaining the information from the supplier/manufacturer, and for updating and distributing the sheets to the jobsites.

Material safety data sheets will be obtained before chemicals are used on any site. If any new or significant information arises about a chemical already in use, the supplier/ manufacturer must send an updated SDS to the user.

If a request to obtain this information from the responsible party is unsuccessful, a request will be made in writing, via certified mail, for the material safety data sheet(s).

The material safety data sheets will be maintained in a notebook in a highly visible and easily accessible location—for employees and all other contractors—on all jobsites, during all shifts. A master SDS notebook will be maintained at the company's main office, with copies available upon request.

The first page of the SDS notebook will be an index or inventory of all hazardous chemicals that are produced, processed, stored or present on site. The material safety data sheets will follow the index, in the same order as they are listed on the index.

As new chemicals are received, both the material safety data sheets and the index will be updated.

All subcontractors are required to maintain their own SDS notebooks on site, but must also submit copies of their material safety data sheets to the general contractor. The general contractor will be responsible for keeping one master jobsite SDS notebook.

LABELING

All containers of hazardous chemicals on site will be labeled, tagged or marked by the supplier/manufacturer with the following information:

- Identity of the hazardous chemical
- Appropriate warnings
- Name and address of the manufacturer, supplier or responsible party
- Affected target organs

All labels will be in legible English, and will be prominently displayed on the container or readily available in the work area during each shift.

If chemicals are transferred from the original, labeled container to another container, the employer will ensure that the new container receives the proper labeling.

)

EMPLOYEE INFORMATION AND TRAINING

All employees will be provided with training and information on hazardous chemicals in the work area at the time of their initial hire, and whenever a new hazard is introduced to the jobsite.

In addition, the hazard communication program and information on various chemicals will be reviewed periodically at the weekly "toolbox talks."

Other training may be conducted in classroom settings, in one-on-one sessions, or through videotapes.

Employees will be informed of:

- The existence and requirements of the OSHA Hazard Communication Standard.
- The components of the company hazard communication program.
- Location of the written hazard communication program, the list/index of hazardous chemicals and the material safety data sheets.
- Operations in work areas where hazardous chemicals are present.
- Hazards associated with non-routine tasks.

Employee training will include information on:

- Methods to detect the presence of hazardous chemicals in their work area.
- The physical and health hazards of chemicals in their work area.
- How the hazard communication program is implemented in the workplace.
- How to read and interpret information on labels and material safety data sheets.
- How to obtain and use the available information on the hazardous chemicals.
- Measures employees can take to protect themselves from hazards—including specific procedures required to provide protection against hazards, such as personal protective equipment and emergency procedures.

Employees are trained of the hazards of non-routine tasks. Training for employees on non-routine tasks, and informing workers on the hazards associated with chemicals contained in unlabeled pipes in their work areas shall occur.

ORIENTATION AND TRAINING
BWC Step #7

OHIO TECHNICAL SERVICES SAFETY TRAINING POLICY

Training of employees is key to the effectiveness of OHIO TECHNICAL SERVICES safety program and to the prevention of injuries and illnesses.

Training for the construction industry also is mandated by OSHA in the Safety Training and Education Standard, in Title 29, Code of Federal Regulations,
Part 1926.21 (b). The standard states:

> "The employer shall instruct each employee in the recognition of hazards in the work environment to control or eliminate any hazards or other exposure to illness or injury."

Therefore, all employees will be instructed to recognize and avoid general workplace hazards, as well as hazards and regulations specific to a particular line of work.

In addition, all employees will be taught to understand and to follow all company safety policies and procedures.

Certain employees will be required to attend specialized training classes to become certified in particular areas, or to become designated as a competent person.

Documentation will be maintained for each training program – including attendance lists, subjects covered and questions or suggestions discussed. Unexcused absences from training classes could lead to disciplinary action.

Safety training will be an ongoing process and will be for <u>all</u> employees, including office management and field personnel. It may be conducted in a group setting or with an individual, depending on the topic and circumstances.

All employers must respect the confidentiality of trade secret information when the process safety information is released to them.

OHIO TECHNICAL SERVICES
SAFETY TRAINING PROGRAMS

COMPANY SAFETY RULES

Each employee shall be issued a copy of OHIO TECHNICAL SERVICES safety rules before beginning work. A signed acknowledgment that the employee has read or has been trained in the rules, and understands the rules will be maintained on file.

SUPERVISOR TRAINING

Site supervisors will receive periodic instruction to maintain and enhance their communication and instructional skills, as well as their knowledge of the safety regulations and practices which they supervise.

NEW EMPLOYEE TRAINING AND ORIENTATION

In addition to the company safety rules, new employees will be oriented to other company safety policies, site-specific requirements and safety procedures for their assigned tasks, before beginning work. This will last approximately 2-4 hours depending on the position. Field workers may have additional job-specific safety training. Other training may occur on the job and include, the proper use of power tools, additional respirator protection, the proper use of aerial lifts, etc.

SAFETY MEETINGS

Job-site safety meetings, or "toolbox talks," will be held frequently at a specific time, to reinforce company rules and to discuss site-specific conditions. Attendance at the meetings is mandatory for all crew members.

Each meeting will discuss a topic pertinent to the specific jobsite—such as ladder safety, scaffolding or fire prevention.

CHANGED CONDITIONS AND NON-ROUTINE TASKS

Employees changing to a new position or to a new jobsite will be trained in site-specific requirements and safety procedures for their newly assigned tasks. The employer will not assume that the employee has been trained for a new task simply because he or she already works for the company. Also, when a new phase of a job operation begins—and when non-routine tasks are to be performed—employees will be made aware of new or added potential hazards, and the action they must take to eliminate or control the unsafe conditions. Since our job-site changes often, we need to be aware of new conditions and/or

client protocol. Certain clients may have mandatory safety orientations before we can work on their site. They will tell us valuable information about their processes, 911 procedures, and required personal protective equipment. All employees must attend and follow all applicable rules and regulations.
Additional training in fall protection or confined spaces will be conducted onsite by the VP of Operations and Safety if necessary.

HAZARD COMMUNICATION TRAINING

Employees will be trained in the company's hazard communication policy before beginning work. The training will include information on the "HAZCOM" standard, physical and health hazards of pertinent chemicals, non-routine tasks, and the use and availability of the company's Material Safety Data Sheets and labels.

EQUIPMENT

When issued personal protective equipment or tools, employees will be instructed how to use the equipment properly and safely.

OSHA 10 HOUR TRAINING for CONSTRUCTION INDUSTRY

The Vice President of Operations, Brian Hatfield, is an approved instructor for the OSHA 10-hour Outreach Program. Each employee will complete the scheduled 10-hour course within six months of its commencement. Topics include OSHA, electrical, fall protection, and 7 others topics relative to Ohio Technical Services, Inc. work processes.

RECORDKEEPING AND POSTING PROCEDURES

BWC Step # 10

INJURY AND ILLNESS RECORDS

OHIO TECHNICAL SERVICES will maintain accurate injury and illness records—such as the OSHA No. 300 form and the OSHA No. 301 form—at each work establishment. An "establishment" is defined as a "single physical location where business is conducted or where services or industrial operations are performed."

If employees report to work at the same establishment daily, the safety records regarding those employees will be kept at that location. If employees work at various locations, the records will be maintained at the location from which they are paid or at the main base from which they operate.

The forms will be kept on a calendar year basis, and will be maintained by the company for five years. The records will be available for inspection by OSHA or other authorized government agencies.

REQUIRED OSHA FORMS

OSHA No. 300 -- Log and Summary of Occupational Injuries and Illnesses

The OSHA 300 form will be used to record and classify injuries and illnesses, along with employee information and the extent of each case.

A copy of the totals and the information on the last page—to the right of the vertical dotted line—summarizes the injuries and illnesses in an establishment for a calendar year. This summary will be posted at each establishment from February 1 to April 30th, in the location where notices to employees are typically posted.

OSHA No. 301 -- Supplementary Record of Occupational Injuries and Illnesses

The OSHA 301 form provides more detailed information about the entries on the OSHA 300 form, and will be completed for each OSHA-recordable injury or illness. Or, an insurance, workers' compensation, or company-devised form may be used in place of the OSHA 301, provided all the same information is recorded.

RECORDKEEPING AND POSTING PROCEDURES

COMPANY FORMS

In addition to the injury and illness forms, OHIO TECHNICAL SERVICES will strive to maintain the following records:

- Reports for injuries requiring first aid only
- Accident investigation forms
- Attendance records from all training classes, including weekly "tool box talks"
- Employee acknowledgments of receiving training and materials
- Jobsite inspection checklists

DATA ANALYSIS

Ohio Technical Services, Inc. will attempt to regularly analyze data for the following.

- Yearly incident, frequency and severity rate tabulation. Discussions at meetings about how to minimize these statistics.
- Number of safety discussions reported.
- Number of safety suggestions and problems solved.
- Comparisons to national averages for other abatement companies.

JOBSITE POSTERS

The company also will strive to post the following applicable posters or notices on long-duration job sites or in a central company location: OSHA Job Safety and Health Protection

- Emergency phone numbers
- Proof of workers' compensation coverage
- Ohio Minimum Wage Law
- Ohio Minor Labor Law
- Ohio Fair Employment Practices Law
- Ohio Unemployment Compensation Law
- Equal Employment Opportunity is the Law
- Employee Polygraph Protection Act
- Family and Medical Leave Act
- Davis-Bacon Public Contracts Act
- Fair Labor Standards Act
- Walsh-Healy Public Contracts Act

JOBSITE INSPECTIONS

The purpose of OHIO TECHNICAL SERVICES inspection program is to detect hazards in the work environment—including existing and potential hazards, as well as violation of company safety rules and local, state and federal laws.

Hazards may include unsafe acts, unsafe conditions or unsafe machinery and tools, and may be general construction hazards or site specific conditions.

The frequency of the inspections will depend on the complexity and type of work, equipment and materials, along with site specific hazardous conditions.

The inspection program will include at least daily "walk-throughs" by the job supervisor, and periodic inspections by the safety coordinator and/or upper management.

In addition to detecting hazards, the inspection process will include plans to abate any of the problems that are identified. Action to correct or control the hazard will be taken immediately, once the hazard is determined.

The periodic inspections will be documented, with copies of the report distributed to the jobsite supervisor, company safety coordinator and other contractors on site if required. (Daily "walk-throughs" can be documented as part of the supervisor's job log and maintained with the job files.)

During inspections, it is important to determine why hazards exist and how to correct them, rather than to place blame on employees.

ONGOING AWARENESS "INSPECTIONS"

As part of the supervisor's day-to-day duties, he or she will be constantly aware of jobsite surroundings and workers' actions affecting safety.

Each day, while conducting other job responsibilities, the supervisor also will watch for hazardous conditions and unsafe acts. This includes observing how people move and perform their tasks, as well as broken tools or blatant rule violations.

As appropriate, daily notes will be maintained to document the ongoing awareness "inspections." Topics to be included on the daily report might include:

- Job identification
- Supervisor's name
- Date and time of the "walk-through"
- Any hazardous conditions or unsafe acts recognized
- Correction or control of the hazards or unsafe acts

PERIODIC INSPECTIONS

Because it is important for a "fresh set of eyes" to review a project, periodic inspections will be conducted by the safety coordinator and/or management personnel. Also, when applicable, a safety consultant or insurance carrier may conduct inspections.

These inspections will be both scheduled and unannounced, with the frequency determined by the individual job.

The periodic inspections will be documented. The results will be discussed immediately with the job supervisor so that abatement measures can be taken.

The supervisor shall advise the employer of any unique hazards presented by the contract employer's work, or of any hazards found by the contract employer's work.

ACCIDENT INVESTIGATION

BWC Step #3

All accidents, including "near-miss" incidents, must be immediately reported to a supervisor, and will be investigated to determine cause. The investigation will be "fact finding," but not "fault finding."

After cause is determined, immediate action will be taken to control or eliminate the hazard before another incident can occur.

Depending on the severity of the accident, the job supervisor, and possibly the safety coordinator and/or upper management personnel, will participate in the investigation. All reports will be forwarded to management for review and for workers' compensation notification.

As soon as possible after the incident, the area should be secured to prevent any changes prior to the investigation. If appropriate, equipment and tools should be removed from the area and stored safely, for further review.
Accident reports should be factual, complete documents, finalized within 24 hours of the accident, if possible. They will include at least the following information:

- Employee information—name, address, social security number, gender, occupation, date of birth and training history.
- Jobsite information—address and special job conditions (environmental concerns, weather, etc.)
- Accident data—date and time of the accident, type of accident, what the employee was doing when the accident occurred, the series of events leading to the accident, materials and equipment involved, unsafe conditions or acts, previously known or reported problems with the action and other contributing factors.
- Injury data—nature and severity of the injury and body part or parts injured.
- Interviews with the involved employee and witnesses.
- Safety rules—the pertinent rules and regulations in effect at the time of the incident, and their impact on the situation.
- Photographs and/or drawings taken as soon as possible, to avoid changed conditions.
- Analysis—determination of the primary and contributory causes of the accident.
- Corrective Action—steps that might be taken to prevent future occurrences and assignment of responsibility and accountability for corrective action.

EMERGENCY RESPONSE PLAN AND FIRST AID PROCEDURES

EMERGENCY RESPONSE

To prevent or to minimize fatalities, injuries and damages, OHIO TECHNICAL SERVICES has implemented a plan to respond to all jobsite emergencies—including fires, natural disasters and medical incidents.

Each job site will generally have a separate plan, geared specifically to the site. The plan will detail at least the following information:

- Designated first-aid/CPR caregiver(s)
- Other trained emergency personnel, if applicable
- Location of first aid kits or first aid materials
- A site evacuation plan
- Rescue procedures
- Transportation plans
- Fire prevention and protection procedures

On every jobsite, employees will be trained in the emergency plan, and will be instructed to remain calm if an emergency occurs.

In addition, employees will be instructed to immediately notify their supervisor, call emergency services for help and provide first aid, if qualified.

All emergency phone numbers, along with the type of information to convey, will be posted in a conspicuous place.

First aid kits will be checked by the supervisor each week—as a part of the jobsite inspection—to ensure that all the supplies in the kit are approved and easily accessible. Sterile items will be individually sealed and stored in a weatherproof container.

Both the general emergency plan and the site specific plan will be reviewed periodically with employees at the weekly "tool box talks."

MEDICAL TREATMENT/RETURN TO WORK PRACTICES

BWC Step #3

If an employee is injured on the job, she/he must inform the supervisor at once. The supervisor should determine if medical treatment is necessary and accompany the injured worker to a pre-determined medical facility. If the supervisor cannot accompany the worker, another worker may go in his place. The Care Works "Injury Reporting" packet should be taken to the facility. This gives all the necessary information to the medical provider. The supervisor must notify the VP of Operations or the Human Resources manager at once. It is imperative that the supervisor let the medical facility know that Ohio Technical Services, Inc. has light duty work available. This can prevent a lost-time day from occurring.

TIMELY NOTIFICATION OF CLAIMS

BWC Step # 5

INJURY AND ILLNESS MANAGEMENT

As part of the company safety rules, all emergencies, accidents and "near miss" incidents must be reported immediately to a job supervisor.

After arranging for medical care for the employee, the supervisor should call the VP of Operations and/or the Human Resource manager.

The HR manager will document the circumstances of the accident/injury with either the employee or their supervisor and inquire if a First Report of Injury has been filled out. (i.e at the Hospital or doctor's office). If HR does not have immediate access to the first report of injury, the claim is called in directly to the Managed Care Organization (MCO). In our case this is Care Works.

If the injured employee has not sought treatment, a First Report of Injury will be filled out by HR with the supervisors help and faxed directly to Care Works.

Within 24 hours HR verifies that Care Works reported the claim to the Ohio BWC.
If the claim involves a lost time day, HR will contact Care Works.

If the incident results in a lost-workday claim, the company will maintain regular communications with the injured employee—to ensure that proper medical treatment is provided in an effort to have the employee return to work as soon as possible.

In addition, the company will encourage rehabilitation and strive to offer a modified duty work program for injured employees.

OHIO TECHNICAL SERVICES
SAFETY PROGRAM EVALUATION

At least annually, OHIO TECHNICAL SERVICES will evaluate its safety program and make revisions as needed.
Accident, injury and illness data will be reviewed, along with newly implemented laws or regulations and updated materials and equipment available.
To help evaluate the program's effectiveness, the company will calculate its "injury incidence rate" – representing the number of OSHA-recordable injuries for every 100 full-time employees.

The rate is determined by the following calculation:

$$\text{Injury incidence rate} = \frac{\text{Number of injuries} \times 200{,}000}{\text{Total hours worked by all employees in current year}}$$

Average incident rates for specific "Standard Industrial Classification" (SIC) codes include:

- SIC Code 15 - Building Construction/General Contractors and

Operative Builders: 5.1

- SIC Code 16 - Heavy Construction other than Building Construction/Contractors: 5.1
- SIC Code 17 - Construction/Special Trade Contractors: 5.8

The company also will use the following OSHA checklist – obtained from "OSHA Instruction, STD 3 - 1.1, Office of Construction and Maritime, Compliance Assistance" – when evaluating the program.

Respiratory Protection Program

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Table of Contents

1. Introduction
   - 1.1. Scope
   - 1.2. Purpose
   - 1.3. "Shall" and "Should"
   - 1.4. Exceptions and Changes
2. Definitions
3. Respirator Program Requirements
   - 3.1. Permissible Practice
   - 3.2. Employer Responsibility
   - 3.3. Employee Responsibility
   - 3.4. Minimal Acceptable Respirator Program
4. Health Effects
   - 4.1. Major Health Defects
   - 4.2. Other Health Defects
   - 4.3. How Asbestos Enters the Body
   - 4.4. Smoking Effects
5. Respirator Selection
   - 5.1. Respirator Selection General Policy
   - 5.2. Respiratory Protection for Asbestos, Tremolite, Anthophyllite, and Actinolite Fibers, Silica
6. Respirator Use
   - 6.1. Standard Operating Procedures
   - 6.2. Training
   - 6.3. Respirator Sealing Problems
   - 6.4. Respirator Sealing Tests
   - 6.5. Issuing Respirators
   - 6.6. Inspection Prior to Use
   - 6.7. Respirator Use Monitoring
   - 6.8. Respiratory Hazard Monitoring
   - 6.9. Leaving a Containment Area
   - 6.10. Consequences of Not Wearing a Respirator

7. Maintenance of Respirators
    7.1. General
    7.2. Cleaning and Sanitizing
    7.3. Inspection
    7.4. Storage
8. Special Problems
    8.1. Air Sampling/Employee Exposure
    8.2. Protective Equipment
    8.3. Communications
9. Evaluation
    9.1. General
    9.2. Worker Acceptance
    9.3. Evaluation
10. Medical Monitoring Program
11. Qualitative Fit Testing

Ohio Technical Services, Inc.

Respiratory Protection Program

1. Introduction

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

Ohio Technical Services, Inc. does not work in Immediately Dangerous to Life or Health (IDLH) conditions.

1.1. Scope

This program sets forth the accepted practices for respirator users, provides information and guidance on the proper selection use and care of respirators, and contains the operating policy of OHIO TECHNICAL SERVICES, INC. The program covers the use of respirators to protect persons against the inhalation of harmful airborne contaminants in the workplace in accordance with CFR 1910.134.

1.2. Purpose

The purpose of this program is to provide information and guidance on the proper selection and use of respirators that will help safeguard the health and life of the user. This program is written for all persons concerned with respiratory protection, but especially for those persons whose primary job function requires them to work in an environment where there is the presence of airborne contaminants. This program outlines the procedures, to be used during all abatement activity, which will be referenced in the case of disciplinary or enforcement action.

1.3. "Shall" and "Should"

The provisions of this program are mandatory in nature where the word "shall" is used and advisory in nature where the word "should" is used.

1.4. Exceptions and Changes

Exceptions to this program may only be granted by the president of Ohio Technical Services, Inc. or his designee charged with responsibility to oversee and maintain this program. Any exceptions that may violate or not meet the rules and regulations of a

regulating agency must first be approved by that body. Any exception to this program is to be considered conditional. Its term of applicability shall be limited to the specific occurrence and shall not be considered as approval for general use or as a change to the program.

2. Definitions:

air-line respirator- *see respirator.*

air-purifying respirator - *see respirator.*

air-regulating valve - an adjustable valve used to regulate out which cannot completely shut off) the airflow to the facepiece, helmet, hood, or suit of an air-line respirator.

air-supply device - a hand or motor operated blower for the hose mask, or a compressor or other source of respirable air for the air-line respirator.

approved-tested and listed as satisfactory by the Bureau of Mines (BM) of the U.S. Department of Interior, or jointly by the Mining Enforcement and Safety Administration (MESA) of the U.S. Department of Interior and the National Institute for Occupational Safety and Health (NIOSH) of the U.S. Department of Health, Education, and Welfare, or jointly by the Mine Safety and Health Administration (MSHA) of the U.S. Department of Labor and the National Institute for Occupational Safety and Health (NIOSH) of the U.S. Department of Education, and Welfare.

breathing tube -a tube through which air or oxygen flows to the facepiece, mouthpiece, helmet, hood, or suit.

canister (air-purifying) - a container with a filter, sorbent, or catalyst, or any combination thereof, which removes specific contaminants from the air drawn through it.

canister (oxygen-generating) - a container filled with a chemical which generates oxygen by chemical reaction.

carcinogen-a substance known to cause cancer.

confined space-an enclosure (such as a storage tank, process vessel, boiler, silo, tank car, pipeline, tube, duct, sewer, underground utility vault, tunnel, or pit) having limited means of egress and poor natural ventilation and which may contain hazardous contaminants or be oxygen deficient.

containment-a harmful, irritating, or nuisance material that is foreign to the normal atmosphere.

detachable coupling-a device which permits the respirator wearer, without using hand tools, to detach the air supply line from that part of the respirator worn on the person.

1eyepiece-a gas-tight, transparent window(s) in a full facepiece, helmet, hood, or suit, through which the wearer may see.

facepiece- that portion of a respirator that covers the wearers nose and mouth in a quartermask (above the chin) or half-mask (under the chin) facepiece or that covers

the nose, mouth, and eyes in a full facepiece. It is designed to make a gas-tight or partial-tight fit with the face and includes, the headbands, exhalation valve(s), and connections for an airpurifying device or respirable gas source, or both.

face shield-a device worn in front of the eyes and a portion of, or all of, the face, whose predominant function is protection of the eyes and face.

filter-a media component used in respirators to remove solid or liquid particles from the inspired air.

filter respirator- *see respirator.*

full facepiece - *see facepiece.*

gas mask-see *respirator.*

goggle-a device, with contour-shaped eye cups with glass or plastic lenses, worn over the eyes and held in place by a headband or other suitable means for the protection of the eyes and eye sockets.

hazardous atmosphere-any atmosphere, either immediately or not immediately dangerous to life or health, which is oxygen deficient or which contains a toxic or disease-producing contaminant exceeding the legally established permissible exposure limit (PEL) or, where applicable, the Threshold Limit Value (TLV) established by the American Conference of Governmental Industrial Hygienists (ACGIH).

head harness-that part of a facepiece assembly which secures the facepiece to the wearer.

helmet-that portion of a respirator which shields the eyes, face, neck, and other parts of the head.

high-efficiency filter-a filter which removes from air 99.97% or more of monodisperse doctyl phthalate (DOP) particles having a mean partied diameter of 0.3 micrometer.

hood-that portion of a respirator which completely covers the head, neck, and portions of the shoulders.

inhalation valve-a device that allows respirable air to enter a respirator and prevents exhaled air from leaving the respirator through the valve.

irrespirable-unfit for breathing.

mouthpiece-that portion of a respirator which is held in the wearer's mouth and is connected to an air-purifying device or respirable gas source, or both. It is designed to make a gas-tight or partial-tight fit with the mouth.

negative pressure respirator-a respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

particulate matter-a suspension of fine solid or liquid particles in air, such as dust, fog, fume, mist, smoke, or spray. Particulate matter suspended in air is commonly known as aerosol.

permissible exposure limit (PEL)-the legally established time-weighted average (TWA) concentration or ceiling concentration of a contaminant that shall not be exceeded.

powered air-purifying respirator-see *respirator.*

protection factor-the ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

resistance - opposition to the flow of air, as through a canister cartridge, particulate filter, orifice, valve, or hose.

respirator-a device designed to protect the wearer from the inhalation of harmful atmospheres.

respiratory-inlet covering-that portion of a respirator which connects the wearer's respiratory tract to an air-purifying device or respirable gas source, or both. It may be a facepiece, helmet, hood, suit, or mouthpiece/nose damp.

routine respirator use-wearing a respirator as a normal procedure when caring out a regular and frequently repeated task.

sanitization-the removal of dirt and the inhibiting of the action of agents that cause infection or disease.

service life-the period of time that a respirator provides adequate protection to the wearer; for example, the period of time that an air-purifying device is effective for removing a harmful substance from inspired air.

time weighted average (TWA) - the average concentration of a contaminant in air during a specific time period.

3. Respirator Program Requirements

3.1. Permissible Practice

In control of those occupational diseases caused by breathing air contaminated with harmful dusts the primary objective shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures. When effective engineering controls are not feasible, or while they are being instituted or evaluated, appropriate respirators shall be used pursuant to the following requirements.

3.2. Employer Responsibility

3.2.1. Respirators shall be provided by OTS when such equipment is necessary to protect the health of the employee, or when requested by the employee.

3.2.2. OTS shall provide respirators which are applicable and suitable for the purpose intended.

3.2.3. OTS shall be responsible for the establishment and maintenance of this respiratory program which shall include the general requirements outlined in section 3A.

3.3. Employee Responsibility

3.3.1. The employee shall use the provided respiratory protection in accordance with training and instruction received.

3.3.2. The employee shall guard against damage to the respirator.

3.3.3. The employee shall report any malfunction of the respirator to a responsible person designated by the written standard operating procedures.

3.3.4. The employee shall at all times observe the rules of the job site which include, but shall not be limited to, the following:

3.3.4.1. Beards, sideburns, long mustaches, and long hair may inhibit a proper seal from being formed on the face. All workers must be clean shaven, for purposes of ensuring a proper seal by the respirator.

3.3.4.2. All respiratory protection equipment must be put on properly prior to entering a contaminated area.

3.3.4.3. If a break in the seal is detected once in the contaminated area, the employee is required to leave the area until a proper seal is established.

3.3.4.4. At no time, while wearing respiratory equipment, will the employee consciously remove the respirator unless in the decontamination process.

3.3.4.5. All repairs of respirator equipment shall be made only with parts approved by the manufacturer of the respirator.

3.4. Minimal Acceptable Respirator Program

3.4.1. Standard Operating Procedures

Written standard operating procedures covering a complete respirator program shall be established and implemented in conformance with 3.4.2. through 3.4.14.

3.4.2. Program Administration

Responsibility and authority for this respirator protection program shall be with the president of OTS or his designee. The president shall review and approve any changes to the program. The designee shall have sufficient knowledge of respiratory protection to properly supervise the program. Under the president's direction, the responsibilities shall include:

3.4.2.1. Managing the elements of this Respiratory Protection Program
3.4.2.2. Purchasing of approved respirators
3.4.2.3. Issuing respirators

3.4.2.4. Controlling inventory, to include a system of accounting and record keeping to track identification of users and to compile maintenance records for each respirator. The record keeping shall include:

3.4.2.4.1. A list of employees trained in respirator use.

3.4.2.4.2. Medical records of each respirator user and any associated medical problems.

3.4.2.4.3. Results of any worker training.

3.4.2.4.4. Documentation on respirator care and maintenance.

3.4.2.4.5. Verification that the respirators have been inspected for defects.

3.4.2.4.6. Descriptions of any problems encountered during abatement.

3.4.3. Physiological and Psychological Limitations for Respirator Wearers

A physician shall determine what physiological and psychological conditions are pertinent for the wearing of different types of respirators. The respirator program administrator with cooperation of the examining physician shall determine whether or not a person may be assigned to a task requiring the use of a respirator. This determination shall be reviewed at least annually.

3.4.4. Approved Respirators

Approved respirators shall be used. For exceptions, see 1.4. Any modification that is not authorized by the approval agencies of an approved respirator voids the approval.

3.4.5. Respirator Selection

The selection of the proper type of respirator shall be based upon (1) the nature of the hazardous operation or process, (2) the type of respiratory hazard, (3) the location of the hazardous area in relation to the nearest area having respirable air, (4) the period of time for which respiratory protection must be provided, (5) the activities of workers in the hazardous area, (6) the physical characteristics and functional capabilities and limitations of the various types of respirators, and (7) respirator protection factors.

3.4.6. Training

Each respirator wearer shall be given training which shall include explanations and discussions of (1) the respiratory hazard and what happens if the respirator is not used properly, (2) the engineering and administrative controls being used and the need for respirators to provide protection, (3) the reason for selecting a

particular type of respirator, (4) the function, capabilities, and limitations of the selected respirator, (5) the method of donning the respirator and checking its fit and operation, (6) the proper wearing of the respirator, (7) respirator maintenance, and (8) recognizing and handling emergency situations. All PPE training is documented. The certifications include the employee name, the dates of training, and the training content. All PPE that is either provided by the Company or by the employees own protective equipment, the employer shall assure its adequacy, including proper maintenance, and sanitation of such equipment.

3.4.7. Respirator Fit

Each respirator wearer shall be provided with a powered air-purifying respirator (PAPR), fitted in accordance with the appropriate respirator fit test guidelines. Use of PAPR's are the standard operating practice and consequently do not have the same requirements for fit testing as do negative pressure respirators. However, all workers shall be trained and fitted for negative air pressure respirator use. Each

respirator wearer shall be required to check the fit and seal of the respirator by appropriate means prior to entering a harmful atmosphere.

3.4.8. Facial Hair, Contact Lenses, and Eye and Face Protection Devices

To operate properly, a respirator must have a good seal around the perimeter of the mask. Facial hair must not interfere with this fit, nor shall it interfere with the operation of the valve. For this reason, the presence of facial hair is restricted. Section 7 of this program provides additional information on this issue. No exceptions to this section will be permitted. The wearer of a respirator equipped with a full facepiece, hood, or suit shall not be allowed to wear contact lenses The wearer of a full face respirator shall not be permitted to wear standard glasses which extend under the edge of the respirator. All wearers of glasses must use a modifying device to hold the glasses inside the facepiece with the temples removed.

3.4.9. Issue of Respirators

The proper type of respirator shall be issued to each worker requiring the use of a respirator. Employees not needing to use a respirator or those employees not trained in the proper wearing or use of respirators shall not be issued or permitted to use a respirator.

3.4.10. Respirator Inspection

The respirator shall be inspected by the wearer prior to each use to ensure that it is in proper working condition. The wearer shall at the completion of each days use and at the completion of a project completely inspect the respirator for any signs of damage or wear. If any damage is found, the wearer is not to try to repair the respirator other than a cleaning related to the situation. The wearer should fill out a red repair tag and turn the respirator in to the supervisor who will issue a new or temporary unit.

3.4.11. Monitoring Respirator Use

Supervisor(s) shall routinely monitor and inspect wearers for proper respirator fit and use. Supervisor(s) shall perform this inspection in the decontamination unit prior to worker entry into a contaminated area in the actual abatement activity area. Supervisor(s) shall also be responsible for noting infractions and issuing notice of violations of respirator protection program.

3.4.12. Monitoring Respiratory Hazard

The concentration of the respiratory hazard in the containment area shall be monitored initially prior to respirator use and periodically during respiratory use to ensure the proper respirator is utilized.

3.4.13. Respirator Maintenance

Respirator maintenance shall be performed regularly. The schedule shall be no less frequently than following each project that the respirator was used on, and once per month for respirators which are in storage or stored for emergency use. The maintenance shall include: (1) washing, sanitizing, rinsing, and drying; (2) inspection for defects; (3) replacement of worn or deteriorated parts; (4) repair, if necessary; and (5) storage to protect against dust, sunlight, excessive heat, extreme cold, excessive moisture, damaging chemicals, and physical damage.

3.4.14. Respirator Program Evaluation

An appraisal of the effectiveness of the respirator program shall be carried out at least annually. Action shall be taken to correct defects found in the program. Review of the program evaluation shall be presented to the president for approval.

4. Health Effects

4.1. Major Health Defects

To date, researchers have directly associated asbestos exposure to the development of four major health defects: (1) pulmonary fibrosis (more commonly referred to as asbestosis); (2) pleural plaque; (3) malignant mesothelioma; and (4) carcinoma of the lung (lung cancer). Researchers have also observed a two to fivefold increase in the occurrence of other tumors and cancer in asbestos workers.

4.1.1. Asbestosis (pulmonary fibrosis)

Characterized by a scarring of the lung tissue in response to the irritating presence of asbestos fibers in the bronchial tree. This scarring leads to reduced vital capacity, diffusing capacity, and arterial oxygen content. The extent to which an individual will be affected has been linked to dosage and is believed to be a function of certain biological factors, which are not yet fully understood. It is important to note that researchers have observed that scarring in the lung consumes, due to the presence of residual fibers, long after the exposure to asbestos fibers has occurred. Asbestosis may be diagnosed through the use of X-rays and pulmonary function tests, but its presence is proven through tissue biopsy and subsequent microscopic examination for the presence of asbestos

fibers.

4.1.2. Pleural Plaque

The second most commonly observed effect of exposure to asbestos fibers is plaque which appears on the pleural lining of the chest wall. It is associated with an occurrence of lung cancer. The presence of this plaque by itself appears to indicate the presence of asbestos in the body. This condition may be detected by routine chest X-rays.

4.1.3. Malignant Mesothelioma

A tumor that develops in the membrane lining of the chest or abdomen and that occurs almost exclusively in individuals exposed to asbestos dust. It is particularly fatal, with a life expectancy of only one or two years after tumor detection. Malignant mesothelioma has been diagnosed in people whose only known exposure was in the home or to the dust carried home on the clothes of a worker. This condition is associated with the gradual onset of abdominal pain and swelling, nausea, vomiting, weight loss, and lack of vitality. Adequate treatment is not presently available.

4.1.4. Lung Cancer (carcinoma of the lung)

Lung cancer has long been associated with exposure to asbestos. The worker who has been exposed to asbestos for one month is two times as likely to be afflicted with lung cancer as the non-asbestos worker. This figure increases considerably with the length of the period of exposure. The cancer may be detected by routine chest X-rays and can be treated if diagnosed early.

4.2. Other Health Defects

The occurrence of other tumors of the esophagus, larynx, stomach, colon, and pancreas has been found to occur in asbestos workers at a rate of two to five times more often that that of the general population.

4.3. How Asbestos Enters the Body

The primary asbestos fiber exposure route, according to medical studies, is inhalation. This simply means breathing in air in an asbestos contaminated area without proper respiratory protection, such as that provided by OTS, will most probably result in fibers being brought into the lungs and increasing one's chance for developing an asbestos related disease such as noted above.

Ingestion (swallowing) of asbestos fibers is another potential way of acquiring an asbestos associated disease Proper respiratory protection, protective clothing, and work procedures can prevent the worker from ingesting any fiber.

In some cases, asbestos has affected workers when they come into physical contact

with the fibers. There is no evidence that fibers can penetrate skin tissue, however,

fibers may irritate skin resulting in a rash such as that induced by contact with fiberglass insulation.

4.4. Smoking Effects

There is a dramatic link between cigarette smoking and the development of lung cancer. The asbestos worker is five times more likely to develop lung cancer than the non-asbestos worker, but the smoking asbestos worker is at 54 times greater risk of developing lung cancer than the nonsmoking, non-asbestos worker.

5. Respirator Selection

5.1. Respirator Selection General Policy

The Occupational Safety and Health Administration (OSHA) has developed a permissible exposure level (PEL) which at this time is .1 fibers per cubic centimeter (F/cc). This means that the amount of asbestos fibers in the air as sampled by a qualified analytical service must be under .2 F/cc or respiratory protection must be worn. All OTS employees who, at any time, may come in direct contact with airborne asbestos concentrations of .2 F/cc or higher are required as a matter of company safety policy and of compliance with OSHA regulations to wear an OSHA and Mine Safety and Health Administration (MSHA) certified respirator. Respirators must be worn during all active abatement work. OTS only uses those certified respirators which concur with the attached OSHA defined respiratory protection Table 5.1, which outlines the appropriate (and required) respirator for specific airborne asbestos concentrations.

An OTS asbestos abatement worker or supervisor is given the flexibility to choose any specific respirator she/he may deem appropriate for the abatement project situation, provided the respirator chosen is deemed suitable and safe (as defined by OSHA) for the given situation. OTS abatement employees are permitted to change any or all of the filter elements in a filter-type respirator at such time as they themselves detect an increase in breathing resistance and are provided with an adequate supply of filter elements for this specific purpose.

Once a respirator is chosen by an OTS employee for a specific asbestos abatement situation, that employee is responsible for the care and maintenance of the respirator. If damage is done to the respirator, the employee must bring in the damaged equipment and a new one will be provided.

In order to ensure the safety of its asbestos abatement workers and supervisors as much as possible by providing a respirator that exhibits the least possible facepiece leakage, OTS requires that all such employees maintain no facial hair and perform qualitative and quantitative fit tests upon each respirator to be used. This testing takes place at the time of initial fitting of the respirator to the specific employee and at regular six (6) month intervals thereafter. Each employee is also required to perform a mask seal test prior to each time she/he enters an asbestos-contaminated area. These

tests are conducted in accordance with OSHA CFR 1926.58, Appendix C.

OTS provides every asbestos abatement worker and supervisor with all necessary respiratory equipment at no cost to them. Adequate training (with periodic updates) is

also provided to the asbestos abatement employee(s), free of charge. Documentation of these matters is retained by OTS.

5.2. Respiratory Protection for Asbestos, Tremolite, Anthophyllite, and Actinolite Fibers

Airborne concentration of asbestos, tremolite, actinolite, or a combination of these materials	Required Respirator
Not in excess of 2 F/cc (1-0* PEL)	Half-mask air purifying respirator equipped with high efficiency filters
Not in excess of 10 F/cc (50* PEL)	Full facepiece air purifying respirator equipped with high efficiency filters
Not in excess of 20 F/cc (100* PEL)	Any supplied air purifying respirator equipped with high efficiency filters *OR* Any supplied air respirator operated in continuous flow mode
Not in excess of 200 F/cc (1,000 * PEL)	Full facepiece supplied air respirator operated in pressure demand mode
Greater than 200 F/cc (1,000* PEL)	Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive unknown concentration pressure self-contained breathing apparatus

Note:

1. Respirator assigned for higher environmental concentrations may be used at lower concentrations.

2. A high efficiency filter means a filter that is at least 99.97% efficient against monodispersed particles of 0.3 micrometers in diameter or larger.

6. Respirator Use

6.1. Standard Operating Procedures

A compete written operating procedure shall be maintained by the program administrator (see 3.5.1.) and this procedure shall include information required for the proper use of respirators including training or wearers, fit tests, inspections of respirators and the planning for routine and nonroutine use of respirators. Changes or amendments to the standard operating procedure or other parts of the program shall be made available to the individual worker.

6.2. Training

The supervisors and the wearers shall be given adequate training by a qualified person(s) to ensure the proper use of a respirator. Written records shall be kept on all people trained in respirator use. This information shall include names, dates, test scores (if any), and other notes about their competence, understanding, and ability to properly wear and use a respirator.

6.2.1. Training of Supervisors

A supervisor who has the responsibility of overseeing the work activity of one or more people in an abatement activity shall have adequate training to ensure the proper use of respirators. Training shall include but not be limited to the following areas:

6.2.1.1. Basic respiratory protection practices.

6.2.1.2. The nature and extent of the respiratory hazard in the work area where his people will be performing an abatement activity.

6.2.1.3. The principles and criteria of selecting respirators.

6.2.1.4. The training of respirator wearers.

6.2.1.5. The procedure for issuing respirators to workers.

6.2.1.6. The inspection of respirators for operation, damage, proper fit, and cleanliness.

6.2.1.7. The proper use of respirators for each environment, including the monitoring of their use as well as the noting of infractions to this program.

6.2.1.8. The basic cleaning and maintenance of the respirator.

6.2.1.9. The regulations concerning respirator use.

6.2.2. Training of Respirator Wearer

To ensure that each worker properly uses the respirator issued to him each worker shall be given adequate training that shall include but not be limited to the following items:

6.2.3.1. The nature of the hazards of asbestos, its potential health effects and the need for respiratory protection-including how cigarette smoking significantly increases the risk of adverse health effects.

6.2.3.2. How asbestos enters the body and what happens when it does.

6.2.3.3. Explanation of the engineering and administrative controls being implemented to reduce the airborne contaminant hazard.

6.2.3.4. Explanation of why a particular type of respirator has been selected for the project.

6.2.3.5. Explanation of the operation, function, and limitations of a particular respirator.

6.2.3.6. Instruction in inspecting, donning, checking of fit, and wearing of the respirator.

6.2.3.7. An opportunity for each wearer to handle and learn how to properly don and wear the respirator, and to do so in a test chamber.

6.2.3.8. Explanation of proper respirator maintenance and the procedures for tagging a respirator for repair and issuance of a replacement unit.

6.2.3.9. Instruction in how to handle respirator related emergency situations.

6.2.3.10. Review of regulations both company and of regulatory agencies on respirator use.

6.3. Respirator Sealing Problems

Respirators shall not be worn when conditions prevent a seal of the respirator to the wearer. Although OTS provides powered air-purifying respirators as standard issue, and these units do not have the same requirement for a seal around the face, it shall be the practice that the rules covered in 6.3.1. to 6.3.8. shall be those governing the use and acceptability of a worker to wear a respirator.

6.3.1. A worker who has hair (stubble, mustache, beard, sideburns, low hairline,

bangs) which passes between the face and the sealing surface of the facepiece of the respirator shall not be permitted to wear a respirator.

6.3.2. A worker who has hair (mustache, beard) which interferes with the function of a respirator valve(s) shall not be permitted to wear the respirator.

6.3.3. Eyeglasses that have temple bars or straps which pass between the sealing

surface of a respirator full facepiece and the worker's face shall not be used.

6.3.4. A head covering which passes between the sealing surface of the facepiece and the worker's face shall not be used.

6.3.5. The wearing of a goggle, a face shield, or other eye and face protective device which interferes with the seal of a respirator to the worker shall not be allowed.

6.3.6. If scars, hollow temples, excessively protruding cheekbones, deep creases in facial skin, the absence of teeth or dentures, or unusual facial configurations prevent a seal of a respirator facepiece to a worker's face, the person shall not be permitted to wear the respirator.

6.3.7. If missing teeth or dentures prevent a seal of a respirator mouthpiece in a worker's mouth, the worker shall not be allowed to wear a respirator equipped with a mouthpiece.

6.3.8. If a worker has a nose of shape or size which prevents the dosing of the nose by the nose damp of a mouthpiece/nose clamp type of respirator, the worker shall not be permitted to wear this type of respirator.

6.4. Respirator Sealing Tests

Each worker, before entering a contaminated area, will perform a qualitative negative and positive pressure fit test. Periodically, an irritant smoke test with the use of high efficiency cartridges should be done to check most efficiently minute leaks in the seal formed. For workers wearing a PAPR, appropriate procedures as defined by the manufacturer shall be executed to ensure proper operation of the respirator.

6.4.1. Negative Fit Testing

For those workers using a negative pressure respirator and needing to perform a fit test, the worker should put the palm of his hands over a filter cartridge to seal the whole open area of inhalation. A test is passed when the worker inhales, then holding his/her breath for 5 to 10 seconds, can detect no leak which will be shown by the mask expanding from the release of pressure. For a positive pressure test, the worker should cover the exhalation valve and exhale gently into the facepiece. The respirator fit is considered adequate if slight positive pressure can be built up inside the facepiece without any evidence of outward leakage around the facepiece. If either of these tests fails, remove the respirator and make sure that the face is clean and hair is removed from seal area on the face. If a proper seal cannot be made, the supervisor should be notified.

6.5. Issuing Respirators

Half-face respirator shall be issued to each worker who has the need for one in his job function and has met the criteria laid out in this program. PAPR's will be issued on an as need basis.

6.6. Inspection Prior to Use

Each worker will inspect his/her respirator for damage, cleanliness, and function prior to its use prior to entering any abatement activity area.

6.7. Respirator Use Monitoring

The proper use of respirators shall be monitored by the supervisor of each work crew. In addition, the work crew foreman and each worker is charged with the responsibility to ensure that all other member of the work crew properly uses their respirators.

6.8. Respiratory Hazard Monitoring

During the period of the abatement activity, monitoring of the airborne contaminant concentration shall be made to ensure the correct respirator is in use. This shall be determined through the use of air samples.

6.9. Leaving a Containment Area

A worker using a respirator shall be permitted to leave the containment area for any respirator related cause. Reasons for leaving may include, but are not limited to:

6.9.1. Failure of the respirator to provide adequate protection.
6.9.2. Malfunction of the respirator.
6.9.3. Detection of leakage of asbestos into the respirator.
6.9.4. Increase in resistance of respirator to breathing.
6.9.5. Severe discomfort in wearing the respirator.
6.9.6. Illness of worker, including sensation of dizziness, nausea, weakness, breathing difficulty, coughing, sneezing, vomiting, fever, and chills.

6.10. **Consequences of Not Wearing a Respirator**

If for any reason at any time during setup, abatement, or clean-up in any contaminated area which requires respiratory protection, an employee of Ohio Technical Services, Inc. does not, or incorrectly, wears respiratory protection, that employee will be subject to disciplinary action by the supervisor. These actions may include dismissal from working at OTS.

7. Maintenance of Respirators

7.1. General

Each respirator shall be properly maintained to retain its original shape and

effectiveness.

7.2. Cleaning and Sanitizing

Each worker shall be assigned a respirator for his/her personal use and shall be responsible for the unit. A part of this responsibility is in keeping the respirator cleaned and sanitized after each use. The respirator shall be cleaned at the end of each day and at the end of an abatement activity. All materials used to clean the respirator shall be considered asbestos laden and disposed of in a proper manner. All respirators kept in storage shall be clean and sanitized prior to storage and then placed in sealed bags or containers to avoid contamination during storage.

7.3. Inspection

Each respirator shall be inspected by the worker before and after each use. A respirator shall be inspected immediately prior to use to note any problems with its working condition. At the end of cleaning and sanitizing, each respirator shall be checked for proper working condition. Workers are not permitted to perform repairs on any respirator. All respirators in storage for emergency use shall be inspected at least monthly, and all other stored respirators shall be inspected prior to storage and before issuance or every three months, whichever is less. The inspection shall include a check for tightness of connections; for the condition of the respiratory inlet covering, head harness, valves, connecting tubes, harness assemblies, filters, cartridges, canisters, battery packs, end-of-service-life indicators, and shelf life date(s); and for proper function of regulators, alarms, and other warning systems. All removable battery packs shall be removed from the respirator and kept in a charging unit when not in service. Each rubber or other elastomeric part shall be inspected for pliability and signs of deterioration.

7.4. Storage

Respirators shall be stored in a manner that will protect them against dust, sunlight, heat, extreme cold, excessive moisture, or damaging chemicals. Respirators shall be stored to prevent distortion of rubber or other elastomeric parts. Respirators shall not be stored in lockers or tool boxes unless they are protected from contamination, distortion, and damage.

8. Special Problems

8.1. Air Sampling/Employee Exposure

Before every asbestos abatement project contracted to OTS, with the exception of spot repair, a pre-air sample should be taken by a certified person if employees are not donning respirators during setup procedures. The sample is tested and asbestos fibers are counted and classified. If the amount of fibers per cubic

centimeter (F/cc) is greater than the Permissible Exposure Limit (PEL), as set by OSHA at .1 F/cc, respiratory protection must be worn by all personnel who enter the proposed work area.

Selection of which type of respirator is to be used on particular projects is made by OTS staff and supervisors based upon the tested fiber concentration and the respirator protection factor. Reference the chart of respirator classifications and allowed concentrations in Section 5.2. (see page 51).

Personal monitor air sampling will be done (when necessary) on every OTS asbestos abatement project. The purpose of this is to test the fiber concentration in the breathing zone of the worker. Daily air monitoring that is representative of the exposure of each employee assigned to a particular abatement work area is a part of this scheme. The only instance that this is not the case occurs when OTS workers are equipped with positive-pressure supplied-air respirators. An air sample of this type can tell the supervisor if the appropriate respirator is being worn and if the worker is using enough water in the operation and maintenance of the personal air samplers.

Results of all samples should be posted at the worksite and kept on record. A final clearance sample result of .01 F/cc must be attained for a job to be completed. A certified, independent, and licensed laboratory facility analyzes all air monitoring samples taken on OTS abatement projects.

8.1.1 Respirable crystalline silica; For each employee engaged in a task identified in 29CFR 1926.1153 Table 1, OTS will implement the engineering controls, work practices, and respiratory protection specified for the task on Table 1 or OTS will evaluate employee exposure for respirable crystalline silica for employee(s) who may be exposed at or above the action level (8-hour TWA of 25µg/m^3).

8.2. Protective Equipment

Each OTS asbestos worker, before being allowed to enter a contaminated area, will be issued protective clothing to assure no bodily harm will result. Each worker must follow the following guideline rules:

8.2.1. The worker will be issued appropriate foot protection for wear in the containment area.

8.2.2. Protective suits are worn each time she/he enters the work area. These are disposable Tyvek suits, which are thrown away before leaving the contaminated area.

8.2.2.1. These suits are hooded for head protection from gross contamination.

8.2.2.2. There are attached foot coverings allowing feet to be sealed from contamination entering foot protection.

8.2.3. Rubber gloves are to be worn in the contaminated area. It is acceptable to reuse cotton gloves if left in the work area.

8.2.4. Hard hats are to be worn if the job dictates.

8.2.5. Respirators must be worn at all times without exception in this work area.

8.2.6. All PPE shall be the proper fit and/or size. Consideration must be given to comfort and fit. PPE that fits poorly will not afford the necessary protection. Continued wearing of the device is more likely if it fits the wearer comfortably. Protective devices are generally available in a variety of sizes. Care should be taken to ensure that the right size is selected

8.2.7. All defective or damaged PPE shall not be used. PPE that is in disrepair must be discarded or removed from service until repaired.

Asbestos Reminder

The respirator is the most important piece of equipment in asbestos abatement work. Without it, in a contaminated area with a fiber count of 2 F/cc, a worker will inhale 24 MILLION asbestos fibers over an 8-hour day. In just one 5-day work week, an approximate fiber count entering the body will be 120 MILLION fibers.

It is not yet known why some people develop asbestos diseases and others don't, but since the body may not react to this material for 20 to 40 years after contact, OHIO TECHNICAL SERVICES, INC. advises all employees to be fully aware of the rules and regulations set forth in its asbestos abatement program, including the health effects that can be associated with this line of work.

8.3. Communications

Talking while wearing a respirator equipped with a facepiece can break the seal of the face piece. Workers who must speak should be cautioned to keep jaw movement to a minimum. When communication is necessary within a contaminated area1 it should be done with the help of special communicating equipment obtained from the manufacturer of the respirator.

9. Evaluation

9.1. General

OHIO TECHNICAL SERVICES, INC. will review and evaluate the General Work Practices and Procedures annually or more frequency if needed to ensure that the program provides the proper policies and procedures for the performance of asbestos abatement work. The program will be updated and rewritten as needed. OTS President will oversee this evaluation.

9.2. Worker Acceptance

Worker acceptance of respirator use is an all-important part of the programs acceptance. The workers shall be consulted periodically about their acceptance of the program and the equipment they are using. Numerous items in the inquiry should include: comfort, resistance to breathing, fatigue, interference with vision, interference with job function, and confidence in the effectiveness of the respirator to provide adequate protection.

9.3. Evaluation

The comments and input for workers on the acceptance and usefulness of the practices, procedures, policy and equipment utilized along with the review of various company records that reflect work practice and procedure related issues shall be utilized by the program administrator to determine their effectiveness. Evidence of failure of these practices and procedures to provide a state-of-the-art asbestos abatement program shall be followed by an immediate and complete investigation to determine why and how the failure has occurred and the immediate action that shall be taken to eliminate further such program failures. The complete findings of the evaluation shall be documented and made available to workers and company personnel for review and comment. In the findings shall be a list of actions and completion dates for each action to correct faults in the program.

10. Medical Monitoring Program

Every Ohio Technical Services, Inc. employee is required to undergo a thorough physical examination by a qualified physician. Tests may include a pulmonary lung function, chest radiograph, an electrocardiogram, and completion of an extensive medical history questionnaire are required. In addition, each worker will be tested for psychological limitations (i.e., claustrophobia) since wearing of respirators is required.

A comprehensive physical examination such as this shall be done initially on the first day of employment, and annually thereafter. The employees pay nothing for these tests.

In conjunction with the physical exam, the physician is provided with any relevant information that might pertain to each asbestos abatement employee. This contains but may not be limited to:

- An updated copy of asbestos-related state, federal, and local regulations.
- Each abatement employee's representative exposure level (or anticipated exposure level).
- Information (when available) regarding previous medical examinations of each OTS asbestos abatement employee.
- A description of the employment responsibilities of OTS asbestos workers and supervisors.

The physician herewith concerned shall also provide a written medical assessment of each asbestos abatement employee containing the physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, any recommendations on limitations on the employee (or the use of personal protective equipment such as respirators), and any other asbestos-related (only) employee health concerns. Ohio Technical Services, Inc.

will provide a copy of the physician's written opinion to the affected employee within 30 days from its receipt.

Should the examining physician deem it necessary and proper, Ohio Technical Services, Inc. will provide a physical examination more frequently than annually to any asbestos abatement employee so designated.

Any former employee must undergo a physical examination within 30 days after release. OTS will maintain all medical records indefinitely.

11. Qualitative Fit Testing

Ohio Technical Services, Inc.'s negative air-pressure respirators will be subject to qualitative fit testing every year.

An irritant smoke test will usually be used in accordance with ANSI 3.5.7. as follows:

Irritant Smoke Test. The irritant smoke test can be used for both air-purifying respirators and atmosphere supplying respirators. When an air-purifying respirator is tested, it should be equipped with a high efficiency filter. The irritant smoke is produced by air flowing through a commercially available smoke tube normally used to check the performance of ventilation systems. Ventilation should be provided when carrying out a test to prevent contaminating the room where the test is carried out. The wearer should keep his eyes dosed during the test, even if the respirator offers eye protection. If the respirator wearer detects the penetration of smoke into the respirator during the test, the wearer should be permitted to readjust the seal of the respirator. The test operator operates the smoke tube to direct smoke over the respirator, keeping the smoke tube about two feet from the respirator, and watches the reactions of the respirator wearer. When the smoke tube has been moved to within six inches of the respirator and the respirator wearer still has not detected penetration of smoke into the respirator, the smoke may be directed at potential points of leakage in the seal of the respirator to the wearer. If the respirator wearer still does not detect penetration of the smoke into the respirator, the wearer should carry out a series of exercises such as deep breathing, turning head from side to side, nodding head up and down, and talking while the smoke is directed at the respirator. If the respirator wearer is unable to detect the penetration of smoke into the respirator, the wearer has achieved a satisfactory fit with the respirator.

Confined Space Program

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

CONFINED SPACE

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

OSHA defines a confined space as a space that is large enough for an employee to enter or break the plane of entry, has restricted means of exit or entry, has unfavorable natural ventilation and is not designed for continuous employee occupancy.

Examples of confined spaces include, but are not limited to:
*digester
*manholes
*sewers
*silos
*tanks
*tunnels
*trenches
*vaults

Agencies shall identify all confined spaces and maintain a confined space entry policy and procedure.

Do not enter a confined space or break the plane of entry with any part of your body if you are not trained in and have fully implemented the confined space entry procedure.

Entry into confined space can be extremely dangerous. Possible hazards can include:
*oxygen deficiency
*fire, explosion hazards
*exposure to dangerous vapors and toxic gases
*physical hazards

OSHA estimates that almost 66% of the deaths in confined spaces each year result from people attempting rescue.

All personnel involved in or having responsibility for entry into confined spaces must be thoroughly familiar with permit entry and rescue procedures. Detailed agency or university procedures are issued in a separate document. Regulations governing entry into confined spaces are specified by OSHA 29CFR, 1910.146. (North Carolina State Employees' Safety & Health Handbook - Rev. 3/99)

Permit- Required Confined Space
1- Contains or has potential to contain a hazardous atmosphere
2- Contains a material that has the potential for engulfing entrant
3- Area has an internal configuration such that an entrant could be trapped or asphyxiated by inward conversing walls, or a floor which slopes downward and tapers to a smaller cross-section
4- Contains any other recognized serious safety or health hazard

Alternate Procedure
1- If the only hazard is a hazardous atmosphere
2- That continuous force air ventilation corrects the hazardous atmosphere
3- That sampled documented data supports the atmosphere is safe
4- Employees use continuous air sampling equipment
5- Previous work entries indicate that permit entry policies, practices and procedures were adequate in providing a safe working environment

Barriers/Barricades

1-All areas of scheduled abatement activity shall be demarcated by posting and placement of warning signs and markers. Barrier tape must also be used to section off an area that will be used for support activity functions or the general visible sign of restriction of access to unauthorized persons, vehicles & other barriers as necessary to protect entrants from external hazards.

2-An authorized person must be on duty outside the confined space for the duration of asbestos activities.

3- Any authorized persons can only monitor a single confined space at any given time, therefore our policy does not allow for multiple confined spaces to be monitored by a single authorized person.

4-It is the Operations Manager responsibility to coordinate entry operations if multiple employers or working in the same confined space so that employees of one company do not endanger the employees of any other company.

5- Authorized positions, and duties of each is listed on the Confined Space Flow Chart.

6- It is the Supervisors duty to provide the communication to summon rescue.

7-Once asbestos activities are complete the confined space signs and markers and tape can be taken down and the permit terminated.

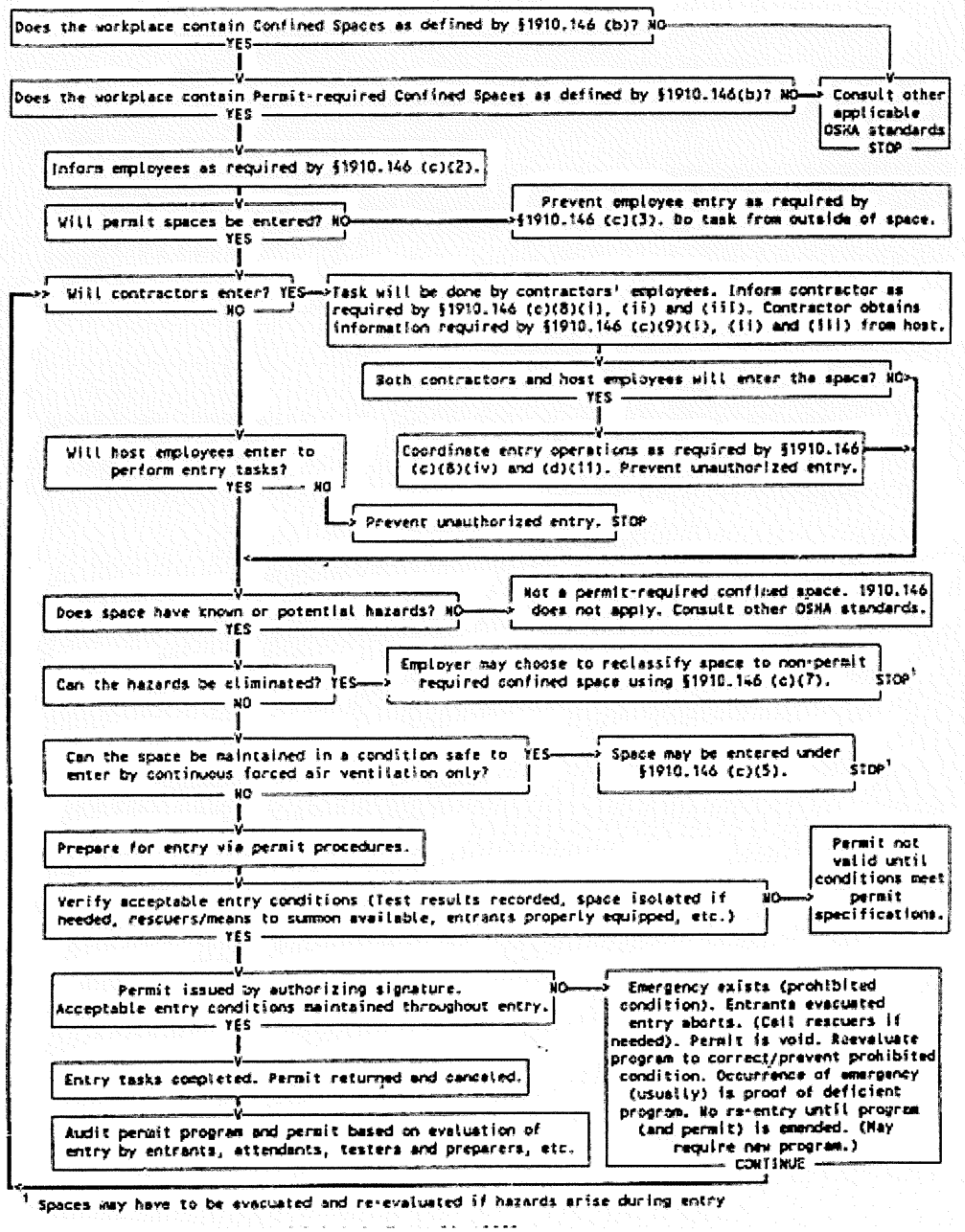
8-The confined space procedures will be reviewed annually using the terminated/canceled permits that have been retained from the previous year and revised as needed to ensure that our employees stay protected. If no confined space entry was performed within the last 12 months, then no review will be needed.

9- All asbestos abatement job books are required to be kept on the jobsite for the duration of the job. The job books have the records of all similar types of materials that are being removed and the air testing results for all asbestos materials that have been previously removed. Air tests shall be ran daily and results kept onsite in the job book for the duration of the job. All employees and any authorized persons that will be entering the confined space are to have access to the air testing results for previous jobs and the ongoing job so they are aware of the potential hazards.

10-All employees or customers of OTS may request that a job/jobs have additional air monitoring or asbestos testing done at any time.

11- OTS does not work in confined spaces where immediately dangerous to life and health (IDLH) conditions are present.

APPENDIX A TO §1910.146—PERMIT-REQUIRED CONFINED SPACE DECISION FLOW CHART



[1] Spaces may have to be evacuated and re-evaluated if hazards arise during entry

Electrical Safety Program

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

ELECTRICAL SAFETY

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

With electricity we are dealing with something that cannot be seen and is still the most useful power controlled by man. It is useful but can be a very destructive power to both man and material if the proper precautions are not taken. The danger is always there and we must know what means of protection can be used to eliminate the hazards.

Portable Power Tools
In construction portable power tools with defective wiring cause many injuries. The following safe practices are recommended:
1. Use tools with three wire plug and make sure connections are tight
2. Check tool, equipment and cables frequently for safe condition
3. Disconnect tool before making adjustments or repairs
4. When using power tools in a wet area, use caution. The shock hazard is increased.

Temporary Electrical Installations

Only skilled qualified persons (electricians) should be allowed to perform any kind of electrical work. Supervisors have the responsibility of making certain that electricians are provided with and use the proper protective equipment.

The following are safety suggestions for installation and use of temporary electrical systems:

1. Do not overload circuits
2. Use proper size wire for amps to be carried and also for grounding
3. All circuits must be fused or circuit breakers installed to give adequate protection
4. All circuits must be properly grounded

5. Wire must be protected from vehicle traffic
6. Temporary wiring must not be hung over nail, re-bar or other metal objects
7. Periodic inspections should be made of all temporary electrical systems to ensure they are in a safe condition
8. If a circuit is de-energized for any reason, tag and or lock it "out of service" until it can be safely returned to service

The following regulations apply only to electrical installation used on the jobsite, both temporary and permanent.

1. Extension cords used with portable electrical tools and appliances shall be of three-wire types. Grounds are never to be removed from the extension cords.
2. Temporary lights shall be equipped with guards to prevent accidental contact with the bulb. Guards are not required when the reflector is constructed in such a way that the bulb is deeply recessed.
3. Temporary lights shall not be suspended by their electric cords unless cords and lights are designed for this means of suspension.
4. Splices are not permitted.
5. Electrical and extension cords or cables are not to be laid on floors, in walkways, etc., unless it is impractical to do otherwise. They should be suspended or secured in such a way as not to block or hang in walkways, doorways or work areas.
6. Panel boxes shall have a cover on them at all times, except when being serviced and when a temporary cover is in place it should be marked "HOT" to denote live current.
7. Any conductors or parts of electrical equipment that have been de-energized but not been locked or tagged out shall be treated as live parts.
8. While any employee is exposed to contact with parts of fixed electric equipment or circuits which have been de-energized, the circuits energizing the parts shall be locked out and tagged out.
9. When working near overhead lines, a clearance distance of 10' must be maintained or the lines shall be de-energized and grounded before the work is started.
10. When a qualified person is working in the vicinity of overhead lines, whether in an elevated position or on the ground, the person may not approach or take any conductive object without an approved insulating handle closer to exposed energized parts as shown in the table

Voltage range (phase to phase)	Minimum approach distance
300V and less	Avoid Contact
Over 300V, not over 750V	1 ft. 0 in. (30.5 cm).
Over 750V, not over 2kV	1 ft. 6 in. (46 cm).
Over 2kV, not over 15kV	2 ft. 0 in. (61 cm).
Over 15kV, not over 37kV	3 ft. 0 in. (91 cm).
Over 37kV, not over 87.5kV	3 ft. 6 in. (107 cm).
Over 87.5kV, not over 121kV	4 ft. 0 in. (122 cm).
Over 121kV, not over 140kV	4 ft. 6 in. (137 cm).

11. Before employees enter work areas containing exposed energized parts illumination must be provided that enables the employees to work safely.
12. Protective shields, protective barriers or insulating materials are provided when necessary.

13. Portable ladders shall have non-conductive side rails.
14. Conductive items of jewelry or clothing shall not be worn unless they are rendered non-conductive by covering, wrapping or other insulation means.
15. When an unqualified person is working in an elevated position near overhead lines, a the unqualified persons must maintain a clearance of 10'.
16. Any vehicle or mechanical equipment must maintain a clearance distance of 10' or greater from energized overhead lines.

First Aid

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

First Aid

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

In the absence of a clinic, hospital or physician that is reasonably accessible in terms of time and distance to a jobsite, which is available for treatment of an injured employee, a person who has a valid certificate in first aid will be at each jobsite to render first aid.

OTS employees are certified in first aid training which was obtained from the equivalent to American Red Cross training and have a valid certificate.

All jobsites shall have a suitable emergency eye washing station available in case of eye or body exposure to corrosive materials.

Waste Management

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

Waste Management

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

Prior to the start of each job, the OTS Operations Manager will give the onsite supervisor the estimate of asbestos material that will be removed and placed into asbestos containers. All asbestos generated waste is required to have proper disposal at an EPA approved landfill.

All employees are trained on the proper disposal of asbestos and other classified hazardous waste disposal and the general disposal of non-hazardous wastes, trash and other material.

All waste that is recyclable should not be placed in the asbestos container but in specified area of the warehouse so it can be reused or recycled.

Hand & Power Tools

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Hand & Power Tools

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

Hammers, wrenches, chisels, pliers, screwdrivers, and other hand tools are often underrated as sources of potential danger. Hand tools may look harmless, but they are the cause of many injuries. In fact, an estimated 8 percent of all workplace compensable injuries are caused by incidents associated with hand tools. These injuries can be serious, including loss of fingers or eyesight.

Hand tools can cause many types of injuries:

1. Cuts, abrasions, amputations, and punctures. If hand tools are designed to cut or move metal and wood, remember what a single slip can do to fragile human flesh.

2. Repetitive motion injuries. Using the same tool in the same way all day long, day after day, can stress human muscles and ligaments. Carpal tunnel syndrome (inflammation of the nerve sheath in the wrist) and injuries to muscles, joints and ligaments are increasingly common if the wrong tool is used, or the right tool is used improperly. Injury from continuous vibration can also cause numbness or poor circulation in hands and arms.

3. Eye injuries. Flying chips of wood or metal are a common hazard, often causing needless and permanent blindness.

4. Broken bones and bruises. Tools can slip, fall from heights, or even be thrown by careless employees, causing severe injuries. A hammer that falls from a ladder is a lethal weapon.

To avoid such injuries, remember the following safety procedures:

1. Use the right tool for the job. Don't use your wrench as a hammer. Don't use a screwdriver as a chisel, etc. Go back to the tool house and get the right tool in the right size for the job.
2. Don't use broken or damaged tools, dull cutting tools, or screwdrivers with worn tips.
3. Cut in a direction away from your body.
4. Make sure your grip and footing are secure when using large tools.
5. Carry tools securely in a tool belt or box. Don't carry tools up ladders. Use a hoist or rope.
6. Keep close track of tools when working at heights. A falling tool can kill a co-worker.
7. Pass a tool to another person by the handle; never toss it to them.
8. Use the right personal protective equipment (PPE) for the job. Follow company instructions for selecting and using safety eyewear, steel toed shoes, gloves, hard hats, etc.
9. Never carry sharp or pointed tools such as a screwdriver in your pocket.
10. Select ergonomic tools for your work task when movements are repetitive and forceful.
11. Be on the lookout for signs of repetitive stress. Early detection might prevent a serious injury.
12. Always keep your tools in top condition. A dull blade or blunt point can lead to injury.
13. Store tools properly when you stop work.
14. All hand and power tools shall be maintained in a safe condition, not only the tools that are provided by OTS but also the employees owned tools.

Lockout/Tagout

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Lockout/Tagout

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

1. Devices shall indicate the identity of the employee applying the device.
2. Potential energy may include amy source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.
3. Inspections of the energy control procedure must be conducted at least annually to ensure that the procedure is being followed. The following things in the program will be addressed annually; who performs inspections, (it must be someone other than those actually using the lockout/tagout in progress.
4. Before an authorized affected employee turns off a machine or piece of equipment, the authorized employee shall have knowledge of the type & magnitude of the energy, the hazards of the energy to be controlled, & the methods or means to control the energy.
5. Machines or equipment shall be turned off or shutdown using procedures that have been established for the machine/equipment. An orderly shutdown must be utilized to avoid any additional hazard to employees as a results of the equipment stoppage.

6. All energy isolating devices that are needed to control the energy of the machine or equipment shall be physically located & operated in such a manner as to isolate the machine or equipment from the energy source.

7. Stored energy must be released after a lockout devise is installed by following the application of lockout or tagout devises to energy isolating devices, all potentially hazardous stored or residual energy shall be relived, disconnected, restrained & otherwise rendered safe. If there is a possibility of reaccumulation of stored energy level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

8. Prior to working on machines or equipment that have been locked or tagged out, the authorized employee shall verify that isolation & de-energization of the machine or equipment have been accomplished.

9. Each employee must affix his/her personal lockout/tagout device to the group lockout/tagout device before engaging in the servicing and maintenance operation. The supervisor in charge of the group lockout/tagout must not remove the group LOTO device until each employee in the group has removed his/her personal device.

10. The authorized employee should ascertain the exposure status of individual group members. Each employee shall attach a personal lockout or tagout device to the group's device while he/she is working & then remove it when finished. During shift change or personnel changes, there should be specific procedures to ensure the continuity of lockout or tagout procedures. Documentation should be specific.

11. The training must include recognition of hazardous energy source, type & magnitude of energy available, methods & means necessary for energy isolation & control. Each authorized employee shall receive adequate training. The training should address that all affected employees are instructed in the purpose & use of the energy control procedure. There should be training provisions included for any other employee whose work operations are or may be in an area where energy control procedures may be utilized. The employee training should also address when tagout systems are used including the limitations of a tag (tags are warning devices & do not provide physical restraint). The training should also include that a tag is not to be removed without authorization. The tag is never to be ignored or defeated in any way.
12. All training and/or retraining must be documented, signed & certified.

Assessments

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

Assessments

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

A prior hazard assessment is completed before the start of each job and shall indicate a determination if hazards are present or are likely to be present that will require the use of PPE. The certifier's name, signature, date(s) should be present on the assessment documents. Please indicate in your company's written program that a hazard assessment for PPE has been completed or provide a completed hazard assessment for PPE along with your written program.

Rigging Material Handling

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

Rigging Material Handling

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

Rigging equipment shall be inspected to ensure it is safe. Rigging equipment for material handling shall be inspected prior to use on each shift and as necessary during its use to ensure that it is safe.

Defective equipment shall not be used and removed from service immediately.

Rigging equipment shall not be loaded beyond its recommended safe working load. Identification markings, indicating rated capacity for the type(s) of hitch(es) used, the angle upon which it is based, and the number of legs if more than one, shall be permanently affixed to the rigging.

Rigging equipment not in use shall be removed from the immediate work area so as not to present a hazard to employees.

Tag lines shall be used unless their use creates an unsafe condition.

Hooks on overhaul ball assemblies, lower load blocks, or other attachment assemblies shall be of a type that can be closed and locked, eliminating the hook throat opening. Alternatively, an alloy anchor type shackle with a bolt, nut and retaining pin may be used.

All employees shall be kept clear of loads about to be lifted and of suspended loads.

Asbestos Management/ Maintenance Work

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

Asbestos Management/Maintenance Work

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

Written materials relating to the employee training program will be readily available to affected employees, the assistant Secretary of Labor for Occupational Safety and Health and the director of the National Institute for Occupational Safety and Health.

Scaffolds

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Scaffolds

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

1. **TRAINING**

Training is required for Competent Person(s), Qualified Person(s), and all associates who:

Perform work while on scaffolds;

Are involved in erecting, disassembling, moving, operating, repairing, maintaining, or inspecting scaffolds.

Competent Person -

a. Must be knowledgeable about the requirements of the various scaffold standards and have sufficient training or knowledge to identify and sufficient authority to correct hazards encountered in scaffold work.

b. Must have specific training in and be knowledgeable regarding the structural integrity of scaffolds and procedures needed to maintain them. For example, a competent person must be able to evaluate the effects of such potentially damage-causing occurrences as a dropped load or a truck backing into a supporting leg.

b. Qualified Person(s)- Must have the training necessary to design scaffolds, solve and resolve problems related to the subject matter, the work or the project by virtue of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience.

c. Associates Who Use Scaffolds - FM Associates who perform work on scaffolds shall be trained by a competent person to recognize the hazards associated with the type of scaffold being used and to

d. understand the procedure to control or minimize those hazards. The training shall include the following areas as applicable:

    a. The nature and the correct procedures for dealing with electrical hazards.

    b. The nature of and the correct procedures for erecting, maintaining, and disassembling the fall protection and falling object systems used.

    c. The proper use of the scaffold, and the proper handling of materials on the scaffold.

    d. The maximum intended loads and the load-carrying capacities of the scaffolds used.

    e. Any other pertinent requirements of the OSHA rules.

e. Associates Who Erect, Dissemble, Move, Operate, Repair, Maintain, or Inspect Scaffolds - FM Associates who perform this type of work shall be trained by a competent person to recognize the hazards associated with the work being done. The training shall include the following topics as applicable:

    a. General Overview of Scaffolding

        a. Regulations and Standards.

        b. The nature of scaffold hazards.

        c. Erection/dismantling planning.

        d. The design criteria, maximum intended load-carrying capacity, and intended use of the scaffold.

        e. The correct procedures for erecting, disassembling, moving, operating, repairing, inspection, and maintaining the type of scaffold in question.

        f. PPE and proper procedures.

        g. Fall protection.

h. Material handling.

i. Access.

j. Working platforms.

k. Foundations.

l. Guys, ties, and braces.

m. Any other pertinent requirements of this subpart.

Scaffolding Safety

- Follow the manufacturer's instructions when erecting the scaffold.
- Do not work on scaffolds outside during stormy or windy weather.
- Do not climb on scaffolds that wobble or lean to one side.
- Initially inspect the scaffold prior to mounting it. Do not use a scaffold if any pulley, block, hook or fitting is visibly worn, cracked, rusted or otherwise damaged.
- Do not use a scaffold if any rope is frayed, torn or visibly damaged.
- Do not use any scaffold tagged "Out of Service".
- Do not use unstable objects such as barrels, boxes, loose brick or concrete blocks to support scaffolds or planks.
- Do not work on platforms or scaffolds unless they are fully planked.
- Do not use a scaffold unless guardrails and all flooring are in place.
- Level the scaffold after each move. Do not extend adjusting leg screws more than 12 inches.
- Do not walk or work beneath a scaffold unless a wire mesh has been installed between the midrail and the toeboard or planking.
- Use your safety belts and lanyards when working on scaffolding at a height of 10 feet or more above ground level. Attach the lanyard to a secure member of the scaffold.
- Do not climb the cross braces for access to the scaffold. Use the ladder.

- Do not jump from, to, or between scaffolding.
- Do not slide down cables, ropes or guys used for bracing.
- Keep both feet on the decking. Do not sit or climb on the guardrails.
- Do not lean out from the scaffold. Do not rock the scaffold.
- Keep the scaffold free of scraps, loose tools, tangled lines and other obstructions.
- Do not throw anything "overboard" unless a spotter is available. Use the debris chutes or lower things by hoist or by hand.
- Do not move a mobile scaffold if anyone is on the scaffold.
- Chock the wheels of the rolling scaffold, using the wheel blocks, and also lock the wheels by using your foot to depress the wheel-lock, before using the scaffold.

Personal Protective Equipment/ Assessments (PPE)

Ohio Technical Services, Inc.
2829 Jackson Pike
Grove City, OH 43123

Ohio Technical Services, Inc.

Personal Protective Equipment/Assessments (PPE)

Upon initial employment with Ohio Technical Services, Inc. each employee receives training in accordance with our company safety manual and operations manual. Throughout the course of employment each employee receives additional training by means of refresher, online and 3rd party specific training. In the event a specific job scope of work requires training that our employees have not received, OTS will provide applicable training prior to the start of work.

Ohio Technical Services, Inc. understands that each employee may require retraining or additional training if the required understanding or skill level is not demonstrated in the work place. OTS also understands there are constant changes to the workplace that may require initial training or additional training for certain employees. OTS is committed to ensure that each employee is adequately trained prior to commencement of work.

PPE training shall be documented. The certification includes the employee name, the dates of training, and the training content.

Where employees provide their own protective equipment, the employer must assure its adequacy, including proper maintenance, and sanitation of such equipment. OTS provides all employees with protective equipment but they are allowed to use their own.

The hazard assessment must indicate a determination if hazards are present or are likely to be present that will require the use of PPE. The certifier's name, signature, date(s) should be present on the assessment documents.

Consideration must be given to comfort and fit. PPE that fits poorly will not afford the necessary protection. Continued wearing of the device is more likely if it fits the wearer comfortably. Protective devices are generally available in a variety of sizes. Care should be taken to ensure that the right size is selected.

All defective or damaged PPE must not used. PPE that is in disrepair must be discarded or removed from service until repaired.

DAYTON

Department of Planning,
Neighborhoods & Development

City Hall
101 W Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 | Fax (937) 333-4281
www.daytonohio.gov

TO: Proposers on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

FROM: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development

SUBJECT: ADDENDUM 1 – Questions & Answers from Pre-Proposal Meeting

The City of Dayton has received questions relating to our on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

This purpose of Addendum 1 is to post all questions and answers received during the Pre-Proposal meeting held on September 25, 2025.

The following are the questions with answers for this RFP No. 25-026PND. Please consider this document in preparation of your proposal response. In the answers to these questions, the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice shall be included with your company's response to this document. Please submit proposals to the best of your company's abilities.

Brian D. Hatfield — 10/14/2025
(Print Name) (Date)

Brian D. Hatfield — Ohio Technical Services, Inc.
(Signature) (Company Name)

Sincerely,

Kevin Powell
Budget & Grants Supervisor
Department of Planning, Neighborhoods & Development

CITY OF DAYTON
REQUEST FOR PROPOSAL RFP No. 25-026PND –
CDBG Residential Asbestos Abatement & Remediation Services
September 26, 2025

Q1. "Did you... did I understand you right that you said that there would be approximately 90 to 100 structures that this contract is under?"
A1. Yes. The contract is expected to cover approximately 90 to 100 residential structures, depending on demolition costs.

Q2. "Are you going to stick with the same as in the past? You're only looking to have category two and regulated materials removed?"
A2. Primarily, yes. The focus is on Category II and regulated materials. However, some exceptions may apply where remediation is needed (e.g., mastic or floor tile on concrete intended for recycling).

Q3. "Is the transite duct work... the duct work under the concrete slab?"
A3. Yes, transite duct work can include below-slab conditions. If found, the demolition contractor will assist remediation, and it will be handled as a change order.

Q4. "On the EPA notifications... are we listing the demo contractor on our notification, or are they doing their own?"
A4. The demolition contractor will file their own notifications. Abatement contractors must also follow applicable law, including the standard 10-business-day waiting period.

Q5. "When calculating the pricing per unit, are we supposed to use our hourly rate, or is this a prevailing wage rate project?"
A5. This is a CDBG project and prevailing wage does not apply. The applicable requirement is the City's Living Wage Ordinance.

Q6. "Since this is a prevailing wage project, do you require certified payroll?"
A6. Correction: Prevailing wage does not apply. Certified payroll is not required. Contractors must comply with the Living Wage Ordinance.

Q7. "What will be the award criteria in evaluating the unit pricing?"
A7. Proposals are scored using a cost formula based on the lowest responsive bid, applied across all 51 line items. The lowest total cost proposal receives the maximum points; others are scored proportionally.

Q8. "On that unit price schedule, I don't see a way where we can be compensated for the notifications and the quantity fees for that. Is that something maybe you could think about adding as a unit price?"
A8. Setup, permits, and notifications are included under Item 1 – Mobilization Fee on the pricing schedule.

Q9. "Are the properties going to be cleaned out prior to abatement?"
A9. Generally, no. Exceptions may be made for extreme conditions (e.g., hoarder houses).

Q10. "Are there fire-burn structures or unsafe structures on this too?"
A10. Properties with minimal fire damage may be included if surveys can be performed. Unsafe structures that cannot be safely remediated will not be included.

Q11. "What about the outside of these properties... trees and shrubs blocking access to siding?"
A11. A separate contract will clear vegetation or obstacles as needed to make materials accessible.

Q12. "Do these projects have electric and water?"
A12. No. Utilities (electric, water, gas) are disconnected prior to demolition and abatement.

Q13. "Am I to assume that these are all residential homes?"
A13. Yes. Only residential properties are included. No commercial structures will be part of this contract.

Q14. "Is there going to be a bonding requirement on this project?"
A14. There is no bid bond is required. The RFP includes bid bond language as a standard requirement. However, this language does not apply to demolition under this project. Insurance coverage, as outlined in the RFP, is sufficient. Performance and payment bonds will still apply after award, consistent with CDBG/HUD requirements.

Q15. "Is the federal grant for both the demo and the abatement, or is it separate for each?"
A15. Both demolition and abatement activities are funded through the same CDBG grant source.

Q16. "I just looked at the ordinance for the code for the living wage, and it says $35.71."
A16. That is not correct. The City's Living Wage is calculated based on federal poverty guidelines:
- $15.46/hour for employees offered single-coverage healthcare within 90 days, or
- $18.55/hour for employees without such coverage.

Q17. "What is the contract amount?"
A17. The contract amount is $750,000.00.

Q18. "Is there going to be multiple contractors selected for this RFP?"
A18. No. This project will be awarded to one contractor.

Q19. Will the City provide information to the living wage requirements in the Addendum?
A19. Yes. We can provide link through the URL listing Payment of Living Wages (Sections 35.70–35.74) — City of Dayton's Code of Ordinance 30829-09:

https://library.municode.com/OH/Dayton/CODES/Code_of_Ordinances?nodeId=TITIIIAD_CH35CO_DIV7PALIWA

DAYTON

Department of Planning,
Neighborhoods & Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

TO: Proposers on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

FROM: City of Dayton, Ohio
Department of Planning, Neighborhoods & Development

SUBJECT: ADDENDUM 2 – Questions & Answers from E-mail Communications

The City of Dayton has received questions relating to our on RFP No. 25-026PND – CDBG Residential Asbestos Abatement & Remediation Services

This purpose of Addendum 2 is to post all questions and answers received from email communications PNDBids@daytonohio.gov.

The following are the questions with answers for this RFP No. 25-026PND. Please consider this document in preparation of your proposal response. In the answers to these questions, the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice shall be included with your company's response to this document. Please submit proposals to the best of your company's abilities.

Brian D. Hatfield — 10/14/25
(Print Name) (Date)

Brian D. Hatfield — Ohio Technical Services, Inc.
(Signature) (Company Name)

Sincerely,

Kevin Powell
Budget & Grants Supervisor
Department of Planning, Neighborhoods & Development

CITY OF DAYTON
REQUEST FOR PROPOSAL RFP No. 25-026PND –
CDBG Residential Asbestos Abatement & Remediation Services
October 10, 2025

Q1. Can you please define the difference between item no. 42 (Heat shield – vent) and item no. 43 (Heat shield – used as fire barrier)?

A1. Item No. 42 – Heat Shield (Vent) refers to asbestos-containing material commonly found around furnace flues, boiler vents, or duct penetrations where heat shielding is used to protect adjacent surfaces from high temperatures.

Item No. 43 – Heat Shield (Used as Fire Barrier) refers to asbestos-containing fire barrier panels or sheets installed between combustible materials or building elements (e.g., between a furnace room and framing). These are typically flat panels or sheets used structurally as barriers rather than as vent insulation.

Q2. What is the difference between item no. 36 (Vermiculite Insulation – measured in cubic yard), item no. 44 (Vermiculite – measured in square foot), and item no. 45 (Vermiculite with Debris – measured in square foot)? Why are the measurement units different?

A2. Item No. 36 – Vermiculite Insulation (Cubic Yard) applies to loose-fill attic or wall-cavity vermiculite insulation, which is removed by volume since it is not bound to a surface and must be vacuumed or bagged.

Item No. 44 – Vermiculite (Square Foot) applies to surface-applied vermiculite material, such as a thin troweled layer or sprayed-on coating over substrates. It is measured by area (sq. ft.) because it is adhered and removed in sheets or sections.

Item No. 45 – Vermiculite with Debris (Square Foot) applies to surface vermiculite that has mixed with structural debris, plaster, or other materials during deterioration or partial demolition. The square foot measurement allows for field estimation of affected surface area rather than volume. Measurement units differ to reflect the removal approach: cubic yards for loose-fill material (volume-based) and square feet for adhered or contaminated surface applications (area-based).

Q3. One more clarification needed, on item no. 37 (Misc. Asbestos Debris – any type, total quantity). What is the type of job that would require this item? Is it for whole hauls or fire-burn structures?

A3. Item No. 37 – Miscellaneous Asbestos Debris (any type, total quantity) applies to residual asbestos-containing materials and debris that do not fit neatly into another defined line item. This may include mixed or fragmented ACM discovered during cleanup, small isolated sections of insulation, pipe wrap, siding, or mastic that become dislodged during demolition preparation or remediation.
It is not intended for entire structure hauls or full fire-burn debris removal, but rather for situations where limited quantities of asbestos-containing debris must be removed, containerized, and disposed of in accordance with regulatory requirements. Fire-damaged structures containing

friable ACM would still be itemized under the specific material type (e.g., siding, insulation, or transite) rather than this miscellaneous category.

Q4. During the Zoom pre-bid meeting it was mentioned that bids must be submitted with a 5% bid bond. Would you confirm that is correct and forward the proper bid bond form?

A4. There is no bid bond required for this RFP. Please refer to Addendum 1, Answer A14, which clarifies this matter.

For reference, Addendum 1, A14 states:

> "There is no bid bond required. The RFP includes bid bond language as a standard requirement. However, this language does not apply to demolition under this project. Insurance coverage, as outlined in the RFP, is sufficient. Performance and payment bonds will still apply after award, consistent with CDBG/HUD requirements."

2025 Ohio Environmental Protection Agency 2025

Construction and Demolition Debris Facility License

License Expires December 31, 2025

Facility:	Frank Road Recycling Solutions CID: 230321 SecID: CDDL018905 2230 Brown Rd Columbus, OH 43223	**Licensee:**	JDM Services, LLC 1200 Dyer Road Grove City, OH 43123

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the approval of the licensing authority.

Licensing Authority: Franklin County Public Health

Conditions of Licensure:

The licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility and processing facility, if applicable, owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3714, 3734, 6111, and 3704 and the rules adopted thereunder.

2. Plans, other authorizing documents and administrative and judicial orders applicable to this facility and processing facility, if applicable, and as approved by the Ohio Environmental Protection Agency and/or the approved Board of Health.

3. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health Commissioner, or an authorized representative, to enter upon the licensee's premises and property at any reasonable time for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility and processing facility, if applicable. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall be in addition to Ohio EPA and the approved Board of Health's access rights under Ohio Revised Code Sec. 3714.08. Ohio EPA and the approved Board of Health retain all access rights otherwise provided under applicable law.

4. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the construction and demolition debris facility and processing facility, if applicable to which the license pertains in a sanitary manner so as not to create a nuisance, create a fire hazard, cause or contribute to air or water pollution, or create a health hazard.

5. This license shall not be construed to authorize any waiver from the requirements of any applicable federal or state laws or regulations. This license shall not be interpreted to release the licensee from responsibility under Ohio Revised Code Chapters 3704, 3714, 3734, or 6111; under the Federal Clean Water Act, Federal Clean Air Act, the Resource Conservation and Recovery Act, or the Comprehensive Environmental Response, Compensation, and Liability Act; or from other applicable requirements for remedying conditions resulting from any release of contaminants to the environment.

6. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

☐ **If checked, Additional Conditions Apply to This License (See Back, or Attachment)**

☐ **If checked, this license certificate also authorizes the operation of the co-located processing facility located wholly within the facility boundary of the above-named Facility.**

12-20-24

OhioEPA

STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY

Permit To Install
Terms and Conditions

Issue Date: 3/17/2005
Effective Date: 3/17/2005

FINAL PERMIT TO INSTALL 01-08891

Application Number: 01-08891
Facility ID: 0125002349
Permit Fee: $2400
Name of Facility: Frank Road C and D
Person to Contact: Mark Ruof
Address: 255 South Liberty Street
Powell, OH 43065

Location of proposed air contaminant source(s) [emissions unit(s)]:
2300 Brown Road
Columbus, Ohio

Description of proposed emissions unit(s):
Material handling and vehicular traffic.

The above named entity is hereby granted a Permit to Install for the above described emissions unit(s) pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described emissions unit(s) of environmental pollutants will operate in compliance with applicable State and Federal laws and regulations, and does not constitute expressed or implied assurance that if constructed or modified in accordance with those plans and specifications, the above described emissions unit(s) of pollutants will be granted the necessary permits to operate (air) or NPDES permits as applicable.

This permit is granted subject to the conditions attached hereto.

Ohio Environmental Protection Agency

Director

Facility ID: 0125002349

Part I - GENERAL TERMS AND CONDITIONS

A. Permit to Install General Terms and Conditions

1. Compliance Requirements

The emissions unit(s) identified in this Permit to Install shall remain in full compliance with all applicable State laws and regulations and the terms and conditions of this permit.

2. Reporting Requirements

The permittee shall submit required reports in the following manner:

a. Reports of any required monitoring and/or recordkeeping information shall be submitted to the appropriate Ohio EPA District Office or local air agency.

b. Except as otherwise may be provided in the terms and conditions for a specific emissions unit, quarterly written reports of (a) any deviations (excursions) from emission limitations, operational restrictions, and control device operating parameter limitations that have been detected by the testing, monitoring, and recordkeeping requirements specified in this permit, (b) the probable cause of such deviations, and (c) any corrective actions or preventive measures which have been or will be taken, shall be submitted to the appropriate Ohio EPA District Office or local air agency. If no deviations occurred during a calendar quarter, the permittee shall submit a quarterly report, which states that no deviations occurred during that quarter. The reports shall be submitted quarterly, i.e., by January 31, April 30, July 31, and October 31 of each year and shall cover the previous calendar quarters. (These quarterly reports shall exclude deviations resulting from malfunctions reported in accordance with OAC rule 3745-15-06.)

3. Records Retention Requirements

Each record of any monitoring data, testing data, and support information required pursuant to this permit shall be retained for a period of five years from the date the record was created. Support information shall include, but not be limited to, all calibration and maintenance records and all original strip-chart recordings for continuous monitoring instrumentation, and copies of all reports required by this permit. Such records may be maintained in computerized form.

4. Inspections and Information Requests

The Director of the Ohio EPA, or an authorized representative of the Director, may, subject to the safety requirements of the permittee and without undue delay, enter upon the premises of this source at any reasonable time for purposes of making inspections, conducting tests, examining records or reports pertaining to any emission of air contaminants, and determining compliance with any applicable State air pollution laws and regulations and the terms and conditions of this permit. The permittee shall furnish to the Director of the Ohio EPA, or an authorized representative of the

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-026PND
September 2025

ATTACHMENT 1 – PRICING SCHEDULE

No.	Item Description	Measure	Bid
1	Mobilization (Set-Up, Permits, Etc.)	Per Structure	$ 650.00
2	Stucco	Per Square Foot	$ 8.00
3	Duct Wrap	Per Square Foot	$ 7.00
4	Duct Tape	Per Linear Foot	$ 7.00
5	Millboard	Square foot	$ 5.00
6	Transite (Panels, Siding, or Board)	Square foot	$ 2.00
7	Plaster	Square foot	$ 9.00
8	Plaster W/Debris	Square foot	$ 11.00
9	Surfacing Materials	Per Square Foot	$ 8.00
10	Sprayed-on Fireproofing	Square foot	$ 8.00
11	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square foot	$ 10.00
12	Soft/Decorative Plaster (all layers including substrate if necessary)	Square foot	$ 8.00
13	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers including substrate if necessary)	Square foot	$ 4.50
14	Drywall/Mud compound	Square foot	$ 2.50
15	Thermal System Insulation (TSI) Straight Pip <6-inch diameter	Linear foot	$ 8.00
16	TSI straight Pipe > 6-to-12-inch diameter	Linear foot	$ 10.00
17	TSI Straight Pipe > 12-inch diameter	Linear foot	$ 15.00
18	TSI Mud Fitting < 6-inch diameter	Each	$ 20.00
19	TSI Mud Fitting < 6-to-12-inch diameter	Each	$ 20.00
20	TSI Mud Fitting > 12-inch diameter	Each	$ 40.00
21	TSI Elbows/Joints	Each	$ 20.00
22	Duct Insulation (cloth or paper)	Square foot	$ 4.00
23	Duct Insulation (fiberglass with ACM seam mud)	Square foot	$ 6.00
24	Undercoated Sink	Each	$ 25.00
25	Floor Tile Only (any size)	Square foot	$ 2.00
26	Floor Tile and Mastic (any size, any mastic type)	Square foot	$ 2.50
27	Ceiling Tile	Square foot	$ 2.50
28	Linoleum/ Resilient Sheeting	Square foot	$ 3.00
29	Linoleum/Resilient Sheeting and Mastic (any type)	Square foot	$ 3.50
30	Window with associated caulk and/or glazing (any size including frame)	Each	$ 50.00
31	Furnace, boiler, or tank insulation (mud and jacket)	Square foot	$ 8.00

32	Glue, behind paneling, drywall, etc, on wood or concrete Abatement or complete removal with substrate	Square foot	$ 4.00
33	Glued-on ceiling tiles (any size) and glue pods	Square foot	$ 2.00
34	Construction Adhesives/ other glue pods	Square foot	$ 7.00
35	Cove Base	Square foot	$ 2.50
36	Vermiculite Insulation (Wall/Drywall)	Cubic Yard	$ 12.00
37	Misc. Asbestos Debris (any type, total quantity)	Cubic Foot	$ 12.00
38	Transite/ asbestos utility piping (any size)	Linear foot	$ 12.00
39	Transite Roofing Materials	Per Square Foot	$ 2.50
40	Transite Flue Pipe	Per Linear Foot	$ 8.00
41	Transite Ductwork	Per Linear Foot	$ 12.00
42	Heat Shield (Vent)	Each	$ 20.00
43	Heat Shield (Used as Fire Barrier)	Square foot	$ 20.00
44	Vermiculite	Square foot	$ 12.00
45	Vermiculite w/ Debris	Square foot	$ 15.00
46	Vapor Paper	Square foot	$ 8.00
47	Wallboard	Square foot	$ 6.00
48	Interior Caulk	Linear foot	$ 8.00
49	Blown in Insulation	Square foot	$ 4.00
50	Fiberglass Insulation	Square foot	$ 4.00
51	Mobilization for Additional Environmental Abatement	Per Event	350.00
52	ACM not listed above - Price agreed upon by Project Manager and Remediation Contractor	TBD	TBD

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-26PND
September 2025

EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: **Ohio Technical Services, Inc.**

Street Address: **2829 Jackson Pike**

City, State, Zip: **Grove City, OH 43123**

Proposer's Phone Number: **(614) 372-0829**

Proposer's Fax Number: **N/A**

Proposer's E-mail Address: **sstinnett@ohiotechserv.com**

Form of Ownership ☐ **Sole Proprietorship** ☐ **Franchise** ☐ **Partnership** ☒ **Corporation**

☐ **Joint Venture** ☐ **LLC** ☐ **Other (Specify):** _____

If a corporation, state of incorporation: **Ohio**

Federal Identification Number (or SSN if sole proprietorship): **31-1640431**

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☒ Yes ☐ No

SIGNATURE: Brian D. Hatfield

PRINTED NAME AND TITLE: Brian Hatfield, President

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: **Ohio Technical Services, Inc.**

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned
Asbestos Abatement	26	18

If a corporation, state of incorporation: **Ohio**

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

Local Office of Proposer: Office in/nearest to Dayton, Ohio: **2829 Jackson Pike, Grove City OH 43123**

Federal Identification Number (or SSN if sole proprietorship): **31-1640431**

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO
Brian Hatfield	**President**	**2829 Jackson Pike, Grove City Ohio 43123 614-372-0829 bhatfield@ohiotechserv.com**	**Yes**
Shawna Stinnett	**Office Manager**	**2829 Jackson Pike, Grove City Ohio 43123 614-372-0829 sstinnett@ohiotechserv.com**	**Yes**
Justin Jones	**Sr Project Manager**	**2829 Jackson Pike, Grove City Ohio 43123 614-325-0073 jjones@ohiotechserv.com**	**No**
Juan Carlos Brito	**Supervisor**	**2829 Jackson Pike, Grove City Ohio 43123 614-556-0166 juancarlosbrito769@gmail.com**	**No**

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-026PND
September 2025

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: Ohio Technical Services, Inc.

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 25-026PND. Do not use the City of Dayton as a reference.

Company Name: City of Columbus
Address: Various Addresses
Contact Person: Ward Webber
Telephone Number: (614) 645-6262 Fax Number:
Email Address: wwwebber@columbus.gov

Company Name: Loewendick & Sons
Address: Various Locations
Contact Person: Mike Fry
Telephone Number: (614) 539-2582 Fax Number:
Email Address: mike@loewendick.com

Company Name: Miles McClellan
Address: Franklin County Land Bank
Contact Person: Dave McIntosh
Telephone Number: (614) 487-7744 Fax Number:
Email Address: david.mcintosh@miles-mcclellan.com

DAYTON

City of Dayton, Ohio
Department of Planning, Neighborhoods & Development
Community Development Block Grant (CDBG)
Residential Asbestos Abatement & Remediation Services
RFP No. 25-026PND
September 2025

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

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

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

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

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

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

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: _____
Bidding Company: Ohio Technical Services, Inc
Address: 2829 Jackson Pike
Grove City, OH 43123
Signature/Title: Brian D. Kelly, President
Federal I.D.#: 31-1640431
Phone No.: (614) 378-0829
Fax No.: N/A

DAYTON

EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # _____
2. ☒ Corporate Earnings FEIN # 31-1640431
3. ☐ Individual Ownership Earnings SSN # _____
4. ☐ Partnership Earnings FEIN # _____

Company Name Ohio Technical Services, Inc. Phone # (614) 372-0829

Mailing Address 2829 Jackson Pike City Grove City St OH Zip 43123

Local Business Address SAME City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction We work periodically in Dayton

Your Accounting Period? Calendar Year _____ or Fiscal Year ending on 6/30

Withholding Information *Quarterly Withholding cannot exceed $600.00

Do you have employees? Yes ☒ or No ☐ Date First Employee Started Working in Our Jurisdiction multiple years now

Do you submit withholdings QUARTERLY* or MONTHLY? quarterly

Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐ N/A

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☒

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☒ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

B&K Environmental Services, LLC 2829 Jackson Pike, Grove City OH 43123 46-3946501

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

Ohio Technical Services, Inc 31-1640431 2014-2024

Full name of Owner of Company Brian D Hatfield

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

N/A

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

N/A

Signature Brian D. Hatfield Title President Date 10/13/25

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c

SAM.GOV®

OHIO TECHNICAL SERVICES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
MUL8WVNL3GX8	**1QJG1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 29, 2026**	
Physical Address	Mailing Address	
2829 Jackson Pike **Grove City, Ohio 43123-9737** **United States**	**2829 Jackson Pike** **Grove City, Ohio 43123-9737** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Ohio 15	**Ohio / United States**	**http://www.ohiotechserv.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 3, 2025	**May 29, 2025**	**May 18, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 22, 1999	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**1QJG1**

Points of Contact

Electronic Business

SHAWNA STINNETT, Office Manager	**2829 Jackson Pike Grove City, Ohio 43123 United States**
BRIAN HATFIELD	1949 Camaro AVE Columbus, Ohio 43207 United States

Government Business

BRIAN HATFIELD, President	**2829 Jackson Pike Columbus, Ohio 43123 United States**
SHAWNA STINNETT, Office Manager	1949 Camaro AVE Columbus, Ohio 43207 United States

Past Performance

SHAWNA STINNETT, Office Manager	**1949 Camaro Avenue Columbus, Ohio 43207 United States**
SHAWNA STINNETT, Office Manager	1949 Camaro AVE Columbus, Ohio 43207 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**562910**	**Remediation Services**
	238990	**All Other Specialty Trade Contractors**
	541620	**Environmental Consulting Services**

Product and Service Codes

PSC	PSC Name
B510	**Special Studies/Analysis- Environmental Assessments**
R425	**Support- Professional: Engineering/Technical**

Disaster Response

This entity does not appear in the disaster response registry.

City Manager's Report

FOR CITY COMMISSION APPROVAL

From **2370 - PND/Development**

Date **February 18, 2026**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$350,000.00 thru 12/31/2029**

Name **Horenstein, Nicholson & Blumenthal, LPA**

Address **220 E. Monument Ave., Ste. 305**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	16300-2370-1223-41	$350,000.00

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

Description

Development Agreement

The Department of Planning, Neighborhoods and Development (PND) is requesting approval of a Development Agreement in the amount of $350,000.00 with Horenstein, Nicholson and Blumenthal, LPA (Company) to support their retention and expansion project in downtown Dayton. The City of Dayton will provide a performance-based Development Grant not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00). The grant will be distributed in up to three annual installment payments, based on the company's verified prior year Dayton payroll withholdings. Annual payments are expected to begin in 2026.

This project will support an investment of almost $1,500,000.00 for activities including interior and exterior building improvements, electrical, plumbing and HVAC systems, machinery and equipment, and furniture and fixtures. Horenstein, Nicholson, and Blumenthal has been in downtown Dayton for more than 40 years, and this expansion will anchor the firm in the city for another 20 years. The project will retain 47 full-time employees within downtown with an annual payroll of more than $4,000,000.00 The company also plans to add at least 10 more full-time employees over the next three years.

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

The Agreement will commence upon execution and expire on December 31, 2029.

The funding sources are the Development Fund in the General Fund.

A Certificate of Funds in the amount of $350,000.00 and map is attached.

Signatures/Approval

Division

E-SIGNED by Emily Crow
on 2026-02-12 20:05:29 GMT

Department

C. Lashea Logston

City Manager

Approved by City Commission

Clerk

Date

Updated 4/16/2024

CERTIFICATE OF FUNDS

CT26-4394

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

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2029
Original Commission Approval	$ 350,000.00
Initial Encumbrance	$ 350,000.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 350,000.00	Amount: ____
Fund Code 16300 - 2370 - 1223 - 41 - ____ - ____ (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)
Amount: ____	Amount: ____
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Horenstein, Nicholson & Blumenthal, LPA

Vendor Address: 220 E. Monument Ave., Ste. 305 (Street) Dayton (City) Ohio (State) 45402 (Zip code + 4)

Federal ID: 31-0981315

Commodity Code: 91849

Purpose: Development Agreement with Horenstein, Nicholson & Blumenthal, LPA to assist with funding the interior and exterior building improvements; electrical, plumbing, and HVAC system upgrades; machinery and equipment; furniture and fixtures at offices located at 220 E. Monument Ave.

Contact Person: Ariane Cook

Planning, Neighborhoods & Development/Development (Department/Division)

1/30/2025 (Date)

Originating Department Director's Signature: E-SIGNED by Steven Gondol on 2026-01-30 21:19:54 GMT

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.

Kenya Brown — Finance Director Signature — 2/3/26 — Date

Sakib Asimani — CF Prepared by — 02/03/2026 — Date — CT26-4394 — CF/CT Number

KC 12-3-2025

MEMORANDUM | DAYTON

January 30, 2026

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Steven C. Gondol, Director S.G.
Department of Planning, Neighborhoods & Development

SUBJECT: Development Grant Agreement – Horenstein, Nicholson Blumenthal, LPA

The Department of Planning, Neighborhoods & Development respectfully requests approval of a performance-based Development Grant not to exceed **three hundred fifty thousand dollars ($350,000.00)**. The grant will be distributed in up to three annual installment payments, based on the company's verified prior-year Dayton payroll withholdings. Annual payments are anticipated to begin in 2026.

HNB is a Dayton-based law firm that has grown from a local practice into a statewide provider of legal services, offering essential support to individuals with disabilities, injured workers, and vulnerable populations. As the firm's caseload has expanded across Ohio, its workforce has grown accordingly, creating a need for a larger and more modern office environment within the city. HNB has maintained a strong presence in downtown Dayton for more than forty (40) years, and its continued success contributes to the health and vitality of the central business district.

To support its strategic expansion, HNB will lease Class A commercial space in downtown Dayton. The new location will support the creation of at least 10 new full-time positions, retain at least 47 existing full-time jobs, and provide advanced technological infrastructure, collaborative workspaces, and convenient access to key community assets. These features will position the firm for continued growth and community impact. The firm will invest nearly **$1,500,000.00** in project activities, including interior and exterior building improvements, updates to electrical, plumbing, and HVAC systems, and the acquisition of machinery, equipment, furniture, and fixtures.

This investment also aligns with the City's broader commitment to economic growth through job creation and retention. HNB had considered properties outside the City of Dayton for this expansion project, and its decision to remain downtown ensures that its long-term lease and growth strategy will anchor its presence in the community for many years.

The funding source is the Development Fund within the General Fund. The Agreement will commence upon execution and expire on December 31, 2029. The Department of Law has reviewed and approved this Agreement as to form and correctness. For any questions or additional information, please contact Veronica Morris at x3912.

SCG/vm

Attachments

Cc: Ms. Lofton; Mr. Parlette; Ms. Crow; Ms. Morris; Ms. Cook, Ms. Coleman

DEVELOPMENT AGREEMENT
Horenstein, Nicholson & Blumenthal, LPA

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between **Horenstein, Nicholson & Blumenthal, LPA**, a for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 220 E. Monument Avenue, Suite 305, Dayton, OH, 45402 ("Company"), and the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to stimulate, promote and increase economic and community development activities that provide meaningful, long-term benefits and improvements for Dayton residents; and,

WHEREAS, the firm's long-standing commitment to serving individuals, Dayton's development by ensuring access to justice, protecting vulnerable residents, and reinforcing the city's broader goals of community stability and economic opportunity; and,

W**HEREAS**, Company plans to lease and occupy Class A commercial office space in Downtown Dayton, which will result in the retention of at least forty-seven (47) full time jobs and the creation of ten (10) new full-time jobs in Dayton: and,

WHEREAS, City finds that the project as defined herein will benefit the community and wishes to support the Company in carrying out the project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the words and phrases set forth below 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 for the purpose of growing the city's tax base in the city of Dayton.

Location. Project is located at 220 E. Monument Avenue, Suite 305, Dayton, OH 45402.

Full-time Employee. An employee working an average of at least thirty-five (35) hours per week/annually. This does not include part-time or contract employees.

Retained Job. Any full-time equivalent position in existence in the City of Dayton at the time of this Agreement that will be retained by Company.

Project. Project activities include, without limitation, interior and exterior building improvements; electrical, plumbing, and HVAC systems; machinery and equipment; furniture and fixtures; and new signage and lighting.

ARTICLE 2. PROJECT.

Company will invest in capital improvements and equipment necessary to facilitate the Project located at the new commercial office space in Dayton. Company shall complete the Project by December 31, 2028, unless such time for commencement and/or completion is extended upon mutual written agreement. As further delineated herein, 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.

The City shall provide the Company with a performance-based Development Grant in an amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00) in support of the Project. The Grant shall be paid in up to three (3) annual installments, each installment conditioned upon the Company's verified Dayton payroll tax withholdings for the immediately preceding year. Eligibility for and calculation of each installment shall be based on the Company's retention of forty-seven (47) full-time jobs and the creation of ten (10) new full-time jobs within the City of Dayton during the term of this Agreement.

Annual payments are expected to begin in 2026, based on 2025 income tax revenues paid and verified by the City of Dayton Department of Finance, Division of Taxation, unless the Project or this Agreement is terminated. Payments are anticipated to be issued annually during the second quarter of each year, including payments in 2026 based on 2025 income tax, in 2027 based on 2026 income tax, and in 2028 based on 2027 income tax.

As a condition of each payment, the Company must continue to occupy and operate the commercial office space and meet all requirements of this Agreement. The Company shall cooperate with the City by providing necessary payroll documentation for verification, as well as documentation demonstrating payment for the aforementioned Project activities. The City's determination of each annual payment amount shall be final.

The Company and its development partners are responsible for all Project Costs and any expenses exceeding the City's funding. If applicable, the Company shall pay state and local prevailing wage rates.

ARTICLE 4. SPECIFIC CONDITIONS.

A. Income Tax Withholding Taxes Due to City. The parties acknowledge that Company's commitment to grow Dayton's tax base by creating jobs in the city of Dayton is the consideration upon which this Agreement is based. Company shall pay income taxes to City from Company's employee wages subject to withholding, as required by law. Company shall make good faith efforts to ensure that any temporary and/or contract employees have appropriate local income taxes withheld, as if they were direct employees of the company.

B. Company shall commit to make every reasonable effort to hire residents of the city of Dayton to fill the new employment positions to be created hereunder, including but not limited to job fairs and other community outreach activities.

C. Company shall establish and maintain a working relationship with job placement and employment organizations, including but not limited to the Montgomery County Job Center, to assist with employment recruitment and satisfaction of the employment commitment set forth above. In satisfying the New Job portion of the employment commitment set forth above, Company shall

submit a listing of all available employment positions to the Montgomery County Job Center and other job referral and placement agencies.

D. Company shall collaborate with Sinclair Community College's Legal Studies Department at 444 West Third Street and/or other appropriate job training programs in the region.

E. Right of Cancellation of Payment. In the event that Company successfully completes Project but subsequently announces plans to close the Commercial office space, or to relocate the Commercial office space out of the city of Dayton, or otherwise ceases to operate the Commercial office space prior to expiration of the Agreement, then the City shall have the uncontested right to cancel any remaining payments to Company associated with Development Grant described above, and no further funds shall be distributed to Company.

F. Municipal Net Profits Tax Returns. During the term of this Agreement, Company hereby agrees to file municipal net profit tax returns solely through the City of Dayton, Ohio, and with other such respective communities when appropriate. If Company has already elected to file consolidated municipal income tax returns with the Ohio Business Gateway, then Company shall discontinue such filings at the earliest possible opportunity, as described in ORC § 718.06, and shall begin filing with the City of Dayton, Ohio for the following tax year after such election. Failure to comply with this section shall constitute an immediate default.

G. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Division of Development, for the sole purpose of payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and shall be destroyed or returned to the City of Dayton Division of Revenue & Taxation once review is complete, including all copies.

H. In the unlikely event it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records upon written request. Company 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.

I. Company shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of 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. Company 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.

ARTICLE 6. TERM AND TERMINATION.

This Agreement shall commence upon execution by City and it shall expire on December 31, 2029, 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 Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Company'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 Company to remedy such failure within thirty (30) days from the date of written notice from City.
4. Company'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, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within forty-five (45) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company 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.

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

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Company 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 Company 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,

Company 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. Company 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 Company 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, Company 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.

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

ARTICLE 12. GENERAL PROVISIONS.

A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such 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 Company.

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, Manager Planning, Neighborhoods & Development Division of Economic Development City of Dayton 101 W. Third Street Dayton, OH 45402
For Company:	Horenstein, Nicholson & Blumenthal, LPA C/O Jeri Peacock, Office Manager 220 E. Monument Avenue Suite 305 Dayton, OH 45402

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

[The reminder of this page is intentionally left blank.]

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

HORENSTEIN, NICHOLSON & BLUMENTHAL, LPA

By: _____

Print name: MICHAEL A. RAKE

Its: PRESIDENT 1/30/26

CITY OF DAYTON, OHIO

_____

City Manager

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

Musto, XJohn

Digitally signed by Musto, John
Date: 2026.01.29 17:14:22 -05'00'

_____

City Attorney

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

_____ ___ ,2026

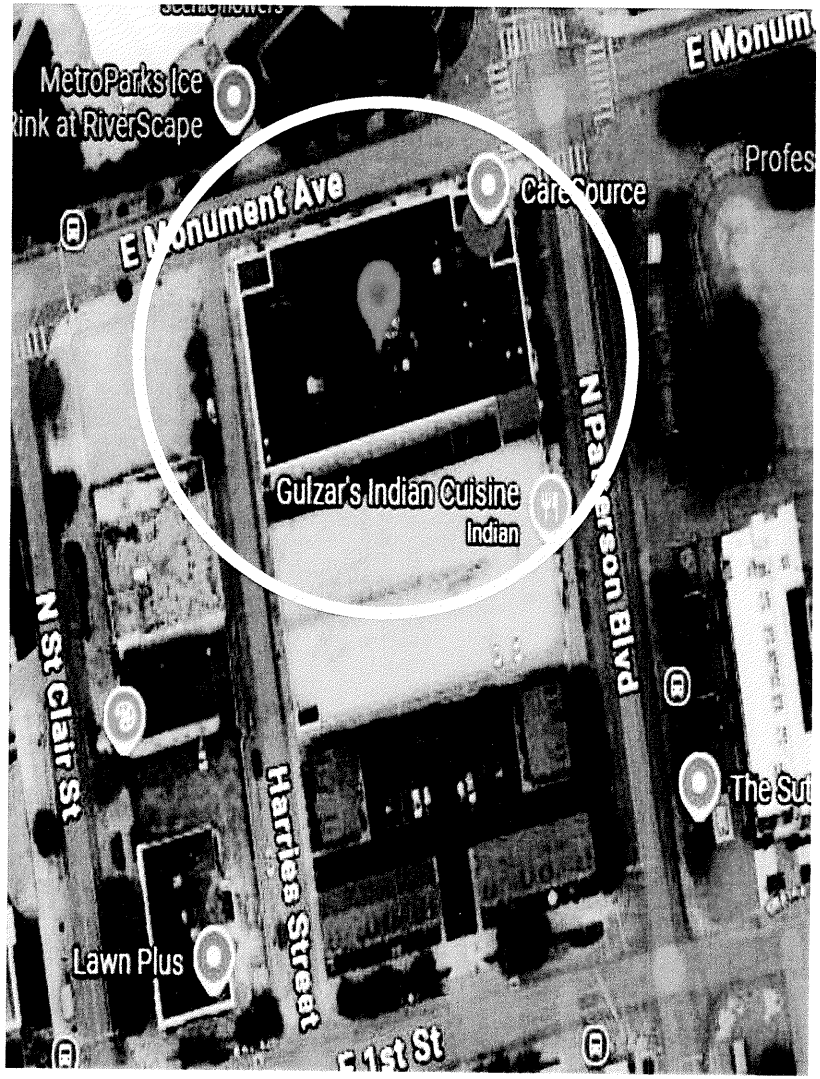
Min. / Bk. ___ ___ Pg. ___ ___

_____

Clerk of the Commission

Aerial and Street Map

Horenstein, Nicholson & Blumenthal, LPA – 220 E. Monument Ave





1st Reading 10

BY..... DRAFT ..... NO..... 32177-26 .....

AN ORDINANCE

Appropriating Funds for the Year 2026 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked "2026 Appropriations".

		2026 Appropriations
GOVERNMENTAL FUND TYPE		
(1) General Fund - 10		
1200	Clerk of Commission	1,563,300
1300	Civil Service Board	2,118,400
1400	Human Relations Council	1,136,600
2100	City Manager's Office	1,717,300
2101	Public Affairs	1,471,900
2105	Office of Sustainability	285,400
2300	Dept. of Planning, Neighborhoods & Development	11,681,500
2500	Clerk of Courts	4,740,900
2510	Municipal Court	6,342,200
2700	Office of Management & Budget	1,753,100
3400	Department of Water	134,500
5200	Department of Law	3,498,600
5300	Department of Finance	6,013,200
5500	Department of Information Technology	8,499,100
5600	Department of Human Resources	1,400,700
6200	Department of Police	
	Expenses	70,596,400
	Transfers Out	505,600
	Total	**71,102,000**
6300	Department of Fire	53,737,700
6400	Department of Public Works	34,694,500
6500	Department of Recreation	4,296,900
9980	Non-Departmental	
	Expenses	5,309,600
	Transfers Out	1,474,100
	Total	**6,783,700**

		2026 Appropriations
Issue 9 - General Fund - 10001		
6420	Department of Public Works	644,000
9980	Non-Departmental	
	Transfers Out	11,085,000
	Total	**11,085,000**
	Total Issue 9 - General Fund	**11,729,000**
Community Golf & Recreation Fund - 13000		
6550	Department of Recreation	
	Expenses	2,066,600
	Transfers Out	1,155,100
	Total Community Golf & Recreation Fund	**3,221,700**
16999	Special Projects - 16000 - 16999	
	Expenses	23,958,900
	Transfers Out	3,779,900
	Total	27,738,800
	Prior Year's Unexpended Appropriation	**3,678,600**
	Total Special Projects	**31,417,400**
75000	Income Tax Fund - 75000	
	Transfers Out	8,033,000
	Total	**8,033,000**
Total General Fund		**277,372,600**
(2) Special Revenue		
Roadway Maintenance Fund – 21000 - 21999		
Street Maintenance Fund - 21000		
6400	Department of Public Works	7,534,200
	Total Roadway Maintenance Fund	**7,534,200**
Street Maintenance Capital - 21200		
6400	Department of Public Works	2,305,300
	Total Street Maintenance Capital	**2,305,300**
Highway Maintenance Fund - 21100		
6400	Department of Public Works	602,800
	Total Highway Maintenance Fund	**602,800**
Total Roadway Maintenance Fund		**10,442,300**
HUD Programs Operating		
Community Dev. Block Grant Fund - 26204 - 26210 and 26102		
2300	Dept. of Planning, Neighborhoods & Development	1,041,500
	Total Community Dev. Block Grant Fund	**1,041,500**
HOME Operating Fund - 27000		
2300	Dept. of Planning, Neighborhoods & Development	108,100
	Total HOME Operating Fund	**108,100**
Total HUD Programs Operating		**1,149,600**
HUD Programs Non-Operating		
Fair Housing Grant Fund - 23000 - 23999		
	Various Departments	16,000
	Total	**16,000**
	Prior Year's Unexpended Appropriation	**111,600**

		2026 Appropriations
	Total Fair Housing Grant Fund	**127,600**
Lead Hazard Reduction Grant Fund - 24000 - 24999		
2300	Dept. of Planning, Neighborhoods & Development	0
	Total	**0**
	Prior Year's Unexpended Appropriation	**2,467,000**
	Total Lead Hazard Reduction Grant Fund	**2,467,000**
Emergency Solutions Grant - 25002 - 25003		
	Various Departments	481,500
	Total	**481,500**
	Prior Year's Unexpended Appropriation	**1,070,900**
	Total Emergency Solutions Grant	**1,552,400**
Continuum of Care Grant - 25525 - 25599		
	Various Departments	2,985,500
	Total	**2,985,500**
	Prior Year's Unexpended Appropriation	**2,258,600**
	Total Continuum of Care Grant	**5,244,100**
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906		
	Various Departments	4,261,300
	Total	**4,261,300**
	Prior Year's Unexpended Appropriation	**10,315,700**
	Total Community Dev. Block Grant	**14,577,000**
	Non-Operating Fund	
HOME Non-Operating Fund - 27001 - 27999		
	Various Departments	972,800
	Total	**972,800**
	Prior Year's Unexpended Appropriation	**14,378,600**
	Total HOME Non-Operating Fund	**15,351,400**
Total HUD Programs Non-Operating		**39,319,500**
Miscellaneous Grants - 28000 - 28999		
	Various Departments	5,904,100
	Total	**5,904,100**
	Prior Year's Unexpended Appropriation	**22,148,300**
	Total Miscellaneous Grants	**28,052,400**
Local Fiscal Recovery Fund - 29000 - 29999		
	Various Departments	0
	Total	**0**
	Prior Year's Unexpended Appropriation	**36,986,100**
	Total Local Fiscal Recovery Fund	**36,986,100**
Other Special Revenue - 22111 - 22599		
	Various Departments	14,780,400
	Total	**14,780,400**
	Prior Year's Unexpended Appropriation	**912,300**
	Total Other Special Revenue Fund	**15,692,700**
Total Special Revenue		**131,642,600**
(3) Debt Service		
General Debt Retirement Fund - 31100 - 33100		
5300	Department of Finance	11,476,400
Total Debt Service		**11,476,400**

		2026 Appropriations
(4) Capital Project Funds		
General Capital Fund - 40000 - 49999		
	Various Capital Projects	43,762,100
	Transfers Out	228,000
	Total	43,990,100
	Prior Year's Unexpended Appropriation	**100,885,300**
Total Capital Project Funds		**144,875,400**
(5) Permanent Funds		
Permanent Fund - 71000 - 71999		
	Various Departments	50,000
	Total Permanent Fund	**50,000**
TOTAL GOVERNMENTAL FUND		**565,417,000**
PROPRIETARY FUND TYPE		
(6) Enterprise Funds		
Aviation Operating Fund - 51000 - 51005, 51008, 51013-51015		
3200-9990	Department of Aviation	
	Expenses	35,646,200
	Transfers Out	1,603,100
	Total Aviation Operating Fund	**37,249,300**
Aviation Capital Fund - 51006, 51007, 51009 - 51012, 51016 - 51999		
	Various Capital Projects	33,444,500
	Transfers Out	4,636,000
	Total	**38,080,500**
	Prior Year's Unexpended Appropriation	**58,790,600**
	Total Aviation Capital Fund	**96,871,100**
Water Operating Fund - 53000, 53997 and 53998		
2300	Dept. of Planning, Neighborhoods & Development	152,200
3400	Department of Water - 3400 and 9970	
	Expenses	73,625,000
	Transfers Out	11,000,000
	Total	84,625,000
5300	Department of Finance	5,074,100
	Total Water Operating Fund	**89,851,300**
Water Capital Fund - 53001 - 53996		
	Various Capital Projects	336,000,000
	Transfers Out	937,900
	Total	**336,937,900**
	Prior Year's Unexpended Appropriation	**183,143,200**
	Total Water Capital Fund	**520,081,100**
Sanitary Sewer Operating Fund - 55000		
3400	Department of Water - 3400 and 9970	
	Expenses	46,766,200
	Transfers Out	8,500,000
	Total Sanitary Sewer Operating Fund	**55,266,200**
Sanitary Sewer Capital Fund - 55001 - 55999		
	Various Capital Projects	33,500,000
	Transfers Out	1,409,400
	Total	**34,909,400**
	Prior Year's Unexpended Appropriation	**21,049,600**
	Total Sanitary Sewer Capital Fund	**55,959,000**

		2026 Appropriations
Storm Water Operating Fund - 58000		
3400	Department of Water - 3400 and 9970	
	Expenses	6,717,200
	Transfers Out	2,500,000
	Total	9,217,200
6400	Department of Public Works	
	Expenses	1,675,100
	Transfers Out	163,700
	Total	1,838,800
	Total Storm Water Operating Fund	**11,056,000**
Storm Water Capital Fund - 58001 - 58999		
	Various Capital Projects	2,834,000
	Total	**2,834,000**
	Prior Year's Unexpended Appropriation	**7,799,200**
	Total Storm Water Capital Fund	**10,633,200**
Total Enterprise Funds		**876,967,200**
(7) Internal Service Funds		
Fleet Management Fund - 61000		
6400	Department of Public Works	11,999,100
	Total Fleet Management Fund	**11,999,100**
Document Management Services Fund - 62100		
5500	Department of Central Services	417,300
	Total Stores and Reproduction Fund	**417,300**
Healthcare Self Insurance - 63000		
5600	Department of Human Resources	40,044,900
	Total Healthcare Self Insurance Fund	**40,044,900**
Workers' Compensation Fund - 65000		
5600	Department of Human Resources	6,823,600
	Total Workers' Compensation Fund	**6,823,600**
Plumbing Shop - 66000		
6400	Department of Public Works	909,300
	Total Plumbing Shop	**909,300**
Fire Fleet Management - 67000		
6330	Department of Fire	1,984,900
	Total Fire Fleet Management Fund	**1,984,900**
Total Internal Service Funds		**62,179,100**
TOTAL PROPRIETARY FUND		**939,146,300**
TOTAL ALL OPERATING FUNDS		**1,504,563,300**

Section 2. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 3. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described on the next page:

					2026
					Transfers Out
GOVERNMENTAL FUND TYPE					
(1) General Fund - 10					
	From			***To***	
10000-6200	General Fund	16999-6200		Special Projects	505,600
10000-9980	Non-Departmental	16999-2700		Special Projects	450,000
		16999-5600		Special Projects	280,000
		16999-6300		Special Projects	300,000
		22000-6300		Special Revenue	244,100
		26000-2300		CDBG	50,000
		28999-2700		Miscellaneous Grants	50,000
		40000-6400		Capital	100,000
	Subtotal Transfers Out 10000				**1,979,700**
13000-6500	**Community Golf**	10000-1200		General Fund	50,000
		40000-6500		Capital	1,105,100
16999-2300	**Special Projects**	31100-5300		G.O. Debt	579,700
16999-2700		10000-9980		General Fund	3,200,200
	Subtotal Transfers Out 16000				**3,779,900**
Issue 6 - General					
10001-9980	Non-Departmental	16999-9980		Special Project	4,950,000
		40000-6400		Capital	244,000
		40000-6400		Capital	5,891,000
	Subtotal Transfers Out 10001				**11,085,000**
75000-2300	Income Tax Fund	16999-2300		Special Projects	3,100,000
		16999-2300		Special Projects	1,000,000
75000-6400		40000-6400		Capital	3,933,000
	Subtotal Transfers Out 75000				**8,033,000**
Total General Fund Transfers Out					**26,032,700**
(4) Capital Projects					
40000-6550	Capital	65000-5600		Claims Administration/WKC	228,000
PROPRIETARY FUND TYPE					
(6) Enterprise Funds					
51000 and 51001-9960	Aviation Operating Fund	51002-52999-3200		Aviation Capital	1,603,100
51002-52999-3200	Aviation Capital	51000-51000-3200		Aviation Operating	4,636,000
53000-9970	Water Operating Fund	53001-53996-3400		Water Capital	8,500,000
53997-3400	Water Operating Fund	53001-53996-3400		Water Capital	2,500,000
53001-3400	Water Capital	53000-3400		Water Operating	937,900
55000-9970	Sanitary Sewer Operating Fund	55001-55999-3400		Sanitary Sewer Capital	8,500,000
55001-3400	Sanitary Sewer Capital	55000-3400		Sanitary Sewer Operating	1,409,400
58000-9970	Storm Water Operating Fund	58001-58999-3400		Storm Water Capital	2,500,000
58000-6400	Storm Water Operating Fund	58001-58999-6400		Storm Water Capital	163,700
Total Enterprise Fund Transfers Out					**30,750,100**
(7) Internal Service Funds					
63000-5600	Healthcare Self Insurance	40000-5600		Capital	
		40000-2300		Capital	
65000-5600	Worker's Compensation Fund	40000-5600		Capital	
Total Internal Service Fund Transfers Out					**0**
TOTAL ALL FUNDS					**57,010,800**

Section 4. That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

Section 5. That the temporary appropriations made by Ordinance Number 32163-25, which was approved by the Commission on November 5, 2025, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

PASSED BY THE COMMISSION....., 2026

SIGNED BY THE MAYOR....., 2026

_____

Mayor of the City of Dayton, Ohio

Attest:

_____

Clerk of the Commission

Approved as to form:

Thomas of Bayless

City Attorney

MEMORANDUM | DAYTON

February 13, 2026

TO: Shelley Dickstein, City Manager

FROM: Abbie Jones, Director
Department of Management & Budget

E-SIGNED by Abhigna Patel-Jones
on 2026-02-13 17:00:46 GMT

SUBJECT: 2026 Original Appropriation Ordinance

Attached for your review and submission to the City Commission, is the 2026 Original Appropriation Ordinance. Overall, the original appropriation totals $1.5 billion. We are requesting the first reading on February 18 and the second reading on February 25, as a non-emergency ordinance. The appropriation ordinance reflects the budget as presented and discussed with the City Commission during the budget work session held in October of 2025, and as reflected in the 2026 Budget Resolution with a few modifications. The changes are summarized below.

1. An increase of $769,300 in the Special Revenue Fund reflects payment of an invoice under an active agreement through June 2026. The funding was approved by the City Commission in December 2024. This adjustment is needed due to year-end budget timing, as operating carryforwards are available for only one year.

2. An increase of $937,900 in the Water Operating Fund supports the use of remaining debt proceeds from prior years to pay a portion of outstanding 2020 General Obligation debt related to Water System improvements.

3. Similarly, an increase of $1.4 million to the Sewer Operating Fund covers the use of remaining debt proceeds from prior years to pay a portion of outstanding 2020 General Obligation bonds issued for Sewer System improvements.

4. Corresponding transfers from the Water and Sewer Capital Funds to their respective Operating Funds provide the funding necessary to support the debt payments noted above.

5. An increase of $2.1 million in Workers' Compensation Fund reflects funding for a facility acquisition, as well as additional funding for annual physical examinations for Firefighters.

6. The 2026 original appropriation includes the current year appropriation along with the prior year's unexpended appropriation balance for all non-operating and capital funds. The

Budget Resolution, adopted in November of 2025, included the 2026 current year appropriation only and did not include any carry-over budget since those amounts could not be identified until December 31. The prior year's unexpended appropriation balance (carry-over budget) adjustments are listed below.

Fund	Carry-Over
Special Projects	3,678,600
Fair Housing	111,600
Lead Hazard Grant	2,467,000
Emergency Solutions	1,070,900
Continuum of Care	2,258,600
CDBG Non-Operating	10,315,700
HOME Non-Operating	14,378,600
Miscellaneous Grants	22,148,300
Local Fiscal Recovery	36,986,100
Other Special Revenue	912,300
General Capital	100,885,300
Aviation Capital	58,790,600
Water Capital	183,143,200
Sewer Capital	21,049,600
Storm Water Capital	7,799,200
Total Carry-Over Budget	**465,995,600**

Please let me know if you have any questions or require additional information.

AJ/sb

Attachment

cc: Mr. Parlette, Ms. Lofton, M&B Staff

BACK

1st Reading

11

BY ..... DRAFT ..... NO .....6917-26.....

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.

WHEREAS, The vacation of the alley south of Xenia Avenue from Fillmore Street to Steele Avenue and the alley east of Fillmore Street from the alley south of Xenia Avenue to the vacated Noel Court as described herein will enable the abutting property owner to develop 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 south of Xenia Avenue from Fillmore Street to Steele Avenue and the alley east of Fillmore Street from the alley south of Xenia Avenue to the vacated Noel Court more particularly bounded and described in as follows:

Being all of the 16.5-foot alley south of Xenia Avenue from the 49.5-foot Fillmore Street to the 56.25-foot Steele Avenue and the 16.5-foot alley east of Fillmore Street from the 16.5-foot alley south of Xenia Avenue to the 36-foot vacated Noel Court

The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. The alley mouth at Fillmore Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

Adopted by the Commission . . . . . , 2026

Signed by the Mayor . . . . . , 2026

_____
Mayor, City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

CHECK OF PETITION

The Alley South of Xenia Avenue from Fillmore Street to Steele Avenue
And the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court

Checked 2/3/2026 by Joseph Weinel

Total Frontage	657.34	lin. ft.
Frontage signed	657.34	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	**Lot No.**	**Frontage**	**B.P.I.**
New Hope Church	4598	30.3	25-2-14
	4599	27.86	25-2-15
	4600	31.86	25-2-16
	4601	31.86	25-2-17
	4602	31.86	25-2-18
	4603	31.86	25-2-19
	4604	31.86	25-2-20
	4605	31.86	25-2-21
	4606	31.86	25-2-43
	4607	31.86	25-2-42
	8224	165.6	25-2-13
	8960	178.7	25-2-40

City of Dayton
City Plan Board

Decision Memorandum

January 14, 2026

New Hope Church
530 Xenia Ave.
DAYTON, OH 45410

Re: PLN2025-00389 – Public Way Vacation request: The Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.

Meeting Date: January 13, 2026 Decision: Approved with Conditions

The City Plan Board found the proposed vacations met the criteria cited in R.C.G.O. Section 150.445(B) and was therefore approved with the following conditions:

1. The title for the vacation is the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.
2. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
3. The alley mouth at Fillmore Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
4. The applicant shall work with utilities, including Spectrum and City of Dayton Water, when establishing easements during the record plan process.

The next step toward the completion of the vacations is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or Joe.Weinel@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

Jennifer Hanauer, Secretary, City Plan Board

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Alley South of Xenia Avenue and Alley East of Fillmore Street

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

Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and Alley East of

Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court, 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 New Hope Church TITLE New Hope Church Signatory James E. Barrett

SIGNATURE [signature]

MAIL ADDRESS 530 Xenia Ave Dayton OH 45410 LOT NUMBER R72-02502-0053 R72-02502-0054 R72-02502-0055

2. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

3. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

PETITION
-For-
Vacation of

Alley South of Xenia Ave from Fillmore St to Steele Ave and the Alley East of Fillmore Street From the Alley South of Xenia Ave to the Vacated ~~Street~~ # Noel Court

_____ Street

Minute Book _____ Page _____

Received and filed _____

Referred to _____

5. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

6. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

7. NAME OF OWNER _____ TITLE _____

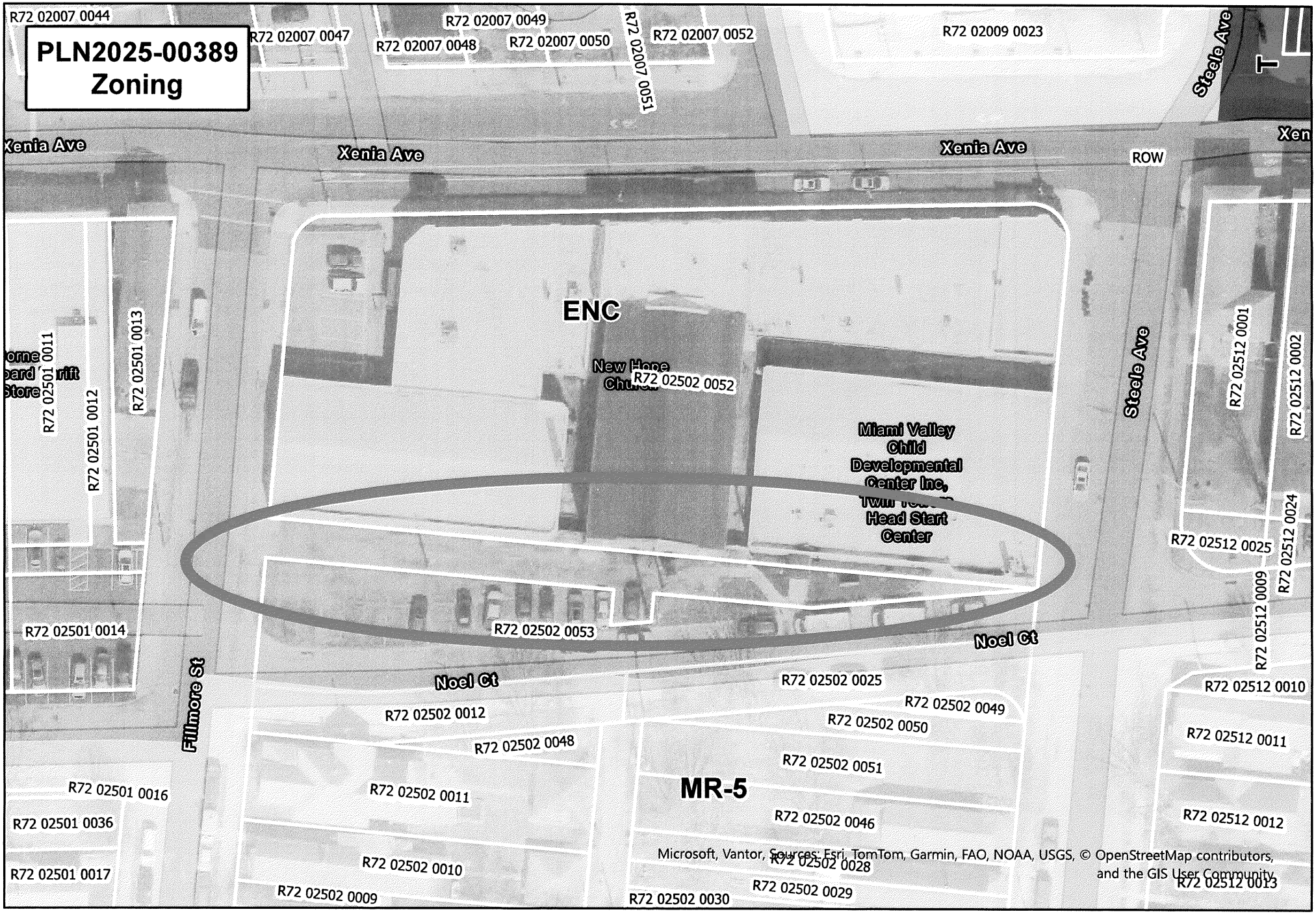
SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

8. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____



NEW HOPE CHURCH
VACATION OF ROW

MEMORANDUM | DAYTON

February 3, 2026

TO: Shelley Dickstein
City Manager

FROM: David Escobar, City Engineer
Division of Civil Engineering

SUBJECT: Vacation of the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court

Attached is the Resolution of Intent, and the check of petition to vacate the subject property. Please present the resolution to the City Commission for action at their February 18th and February 25th meetings.

A petition requesting the vacation was received from New Hope Church on February 2, 2025. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact Joe Weinel at 4218.

DEE;jrw

Attachments

cc: Mr. Ritchie
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

BACK

1st Reading

12

BY ..... DRAFT .....

NO ...6918-26...

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Vicksburg Street from Maywood Avenue to Maywood Avenue.

WHEREAS, The vacation of Vicksburg Street from Maywood Avenue to Maywood Avenue as described herein will enable the abutting property owner 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 Vicksburg Street from Maywood Avenue to Maywood Avenue more particularly bounded and described in as follows:

Being all of the 50-foot Vicksburg Street from the 50-foot Maywood Avenue to the 50-foot Maywood Avenue

The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. The street openings at Maywood Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

Adopted by the Commission . . . . . , 2026

Signed by the Mayor . . . . . , 2026

_____

Mayor, City of Dayton, Ohio

Attest:

_____

Clerk of the Commission

Approved as to form:

_____

City Attorney

CHECK OF PETITION

Vicksburg Street from Maywood Avenue to Maywood Avenue

Checked 1/27/2026 by Joseph Weinel

Total Frontage	1,501.6	lin. ft.
Frontage signed	1,501.5	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	**Lot No.**	**Frontage**	**B.P.I.**
Bright Neon Lights LLC	49223	64.0	131-05-29,72
	49222	70.0	131-05-28,71
	49221	70.0	131-05-27,70
	49220	70.0	131-05-26,69
	49219	70.0	131-05-25,68
	49218	70.0	131-05-24,67
	49217	70.0	131-05-23,66
	49216	70.0	131-05-22,65
	49215	44.5	131-05-21
	49214	70.7	131-05-20
	49266	132	131-05-39
	49265	45.6	131-05-38
	49264	170.8	131-05-37,80
	49263	70.0	131-05-36,79
	49262	70.0	131-05-35,78
	49261	70.0	131-05-34,77
	49260	70.0	131-05-33,76
	49259	70.0	131-05-32,75
	49258	70.0	131-05-31,74
	49257	64.0	131-05-30,73

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Vicksburg Street

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

Vicksburg Street from

Maywood Avenue to

Maywood Avenue ,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 Bright Neon Lights LLC TITLE Executive Director

SIGNATURE _____

MAIL ADDRESS 130 W. 2nd St. #1425 Dayton, OH 45402 LOT NUMBER 49214-49223; 49257-49266; 49276-49285

2. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

3. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

4. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

City of Dayton
City Plan Board

Decision Memorandum

January 14, 2026

Bright Neon Lights LLC
130 W. Second St., Suite 1425
DAYTON, OH 45402

Re: PLN2025-00388 – Public Way Vacation request: Vicksburg Street from Maywood Avenue to Maywood Avenue.

Meeting Date: January 13, 2026 Decision: Approved with Conditions

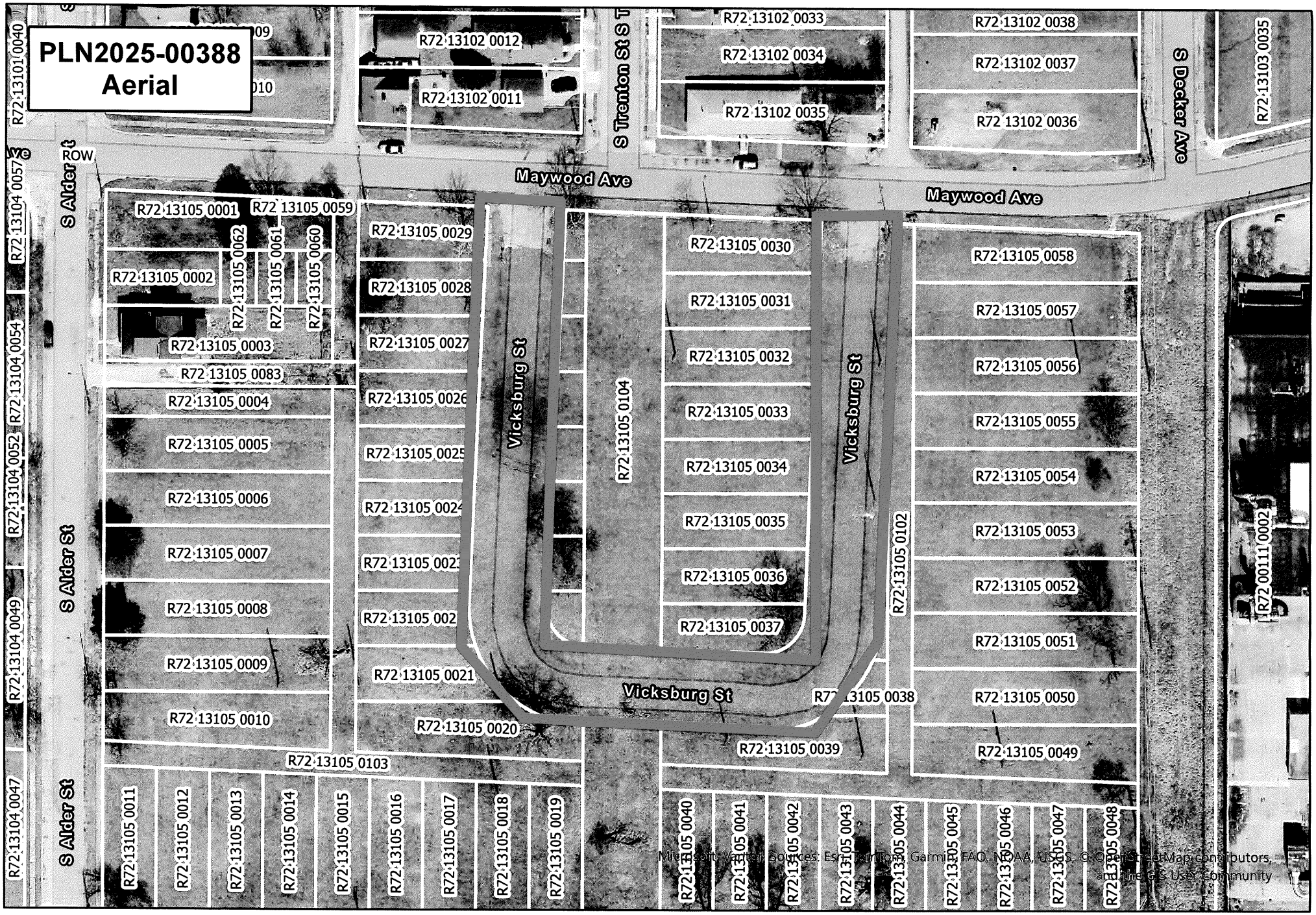
The City Plan Board found the proposed vacations met the criteria cited in R.C.G.O. Section 150.445(B) and was therefore approved with the following conditions:

1. The title for the vacation is Vicksburg Street from Maywood Avenue to Maywood Avenue.
2. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
3. The street openings at Maywood Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
4. The applicant shall work with utilities, including Spectrum and City of Dayton Water, when establishing easements during the record plan process.

The next step toward the completion of the vacations is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or Joe.Weinel@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

Jennifer Hanauer, Secretary, City Plan Board



VICKSBURG STREET
VACATION OF ROW

MEMORANDUM | DAYTON

February 3, 2026

TO: Shelley Dickstein
City Manager

FROM: David Escobar, City Engineer
Division of Civil Engineering

SUBJECT: Vacation of Vicksburg Street from Maywood Avenue to Maywood Avenue.

Attached is the Resolution of Intent, and the check of petition to vacate the subject property. Please present the resolution to the City Commission for action at their February 18th and February 25th meetings.

A petition requesting the vacation was received from the Montgomery County Land Bank on January 22, 2026. The vacation will enable the abutting property owner to safeguard this property.

If you have any additional questions, please contact Joe Weinel at 4218.

DEE;jrw

Attachments

cc: Mr. Ritchie
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

BACK