CITY COMMISSION MEETING AGENDA

CITY COMMISSION  DAYTON, OHIO  MARCH 11, 2020

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   INFORMATION TECHNOLOGY
   A1. CommVault Systems, Inc. (computer software maintenance and support services)  $81,965.87
1. (Cont’d):

A2. Comptech Computer Technologies, Inc. (temporary staffing services as needed through 12-31-23) $12,000.00

PLANNING & COMMUNITY DEVELOPMENT

B1. HRS & S Ltd. (marketing services for the 2020 United States Census) 35,000.00

POLICE

C1. Motorola Solutions, Inc. (Motorola brand radios) 86,627.65
C2. Powerdms, Inc. (document management software and system) 10,093.60

PUBLIC AFFAIRS

D1. Progressive Printers, Inc. (printing services as needed through 02-28-22) 122,000.00

PUBLIC WORKS

E1. Allied Builders, Inc. (fencing products and repair services as needed through 12-31-21) 20,000.00
E2. MD Solutions LLC (guardrails, impact attenuators and related items as needed through 06-30-20) 25,000.00
E3. Midway Trailer Sales, LLC (four low deck utility trailers) 12,940.00

WATER

F1. Allied Builders, Inc. (fencing products and repair services as needed through 12-31-21) – PO200698 20,000.00
F2. Pelton Environmental Products, Inc. (Sulzer (formerly ABS) brand parts and related services as needed through 12-31-20) 180,000.00
F3. Allied Builders, Inc. (fencing products and repair services as needed through 12-31-21) – PO200685 74,800.00
F4. Day-Con Supplies, LLC (hardware, tools and related items as needed through 12-31-23) 60,000.00
F5. Grainger, Inc. (hardware, tools and related items as needed through 12-31-23) 100,000.00
F6. MRO Express LLC (hardware, tools and related items as needed through 12-31-23) 60,000.00


2. Optica Consulting, Inc. – Contract Modification – Second Renewal of Technology Consulting Services Agreement – Dept. of Central Services/Information Technology. $811,248.00 (Thru 03/31/21)
3. **RA Consultants LLC – Service Agreement** – for Professional Services
   Agreement for Staff Supplementation Engineering Support – Dept. of Water/Water Engineering.
   
   **$150,000.00**
   (Thru 03/31/22)

4. **Transmap Corporation – Service Agreement** – for Engineering Services for
   Pavement Inventory Summary and Software for City of Dayton Streets – Dept. of
   Public Works/Civil Engineering.
   
   **$183,217.30**
   (Thru 12/31/22)

**B. Construction Contracts:**

5. **CPM Enterprises, LLC – Award of Contract** – for Nuisance Abatement
   Program, Residential and Commercial Securing I – 2020 (20% MBE Participation
   Goal/20% MBE Participation Achieved) – Dept. of Planning & Comm.
   Development/Housing Inspection.
   
   **$175,545.00**
   (Thru 12/31/21)

6. **Peterson Construction Co. – Award of Contract** – for Lime Reclamation
   Facility Conveyance Improvements Rebid II (Open Market) – Dept. of
   Water/Water Supply & Treatment.
   
   **$274,670.00**
   (Thru 10/31/21)

7. **Saturn Electric, Inc. – Award of Contract** – for the Electrical Switchgear and
   Panel Replacement for City Hall (10% SBE Participation Goal/14% SBE
   Participation Achieved) – Dept. of Public Works/Property Mgmt.
   
   **$509,295.00**
   (Thru 12/31/23)

**C. Revenue to City:**

8. **The Big Hoopla Inc. – Service Agreement** – for Officer Overtime Service
   Agreement for The Big Hoopla in the Oregon District on Sunday, March 15, 2020
   – Dept. of Police.
   
   **$14,894.23**
   (Est. Revenue)

    for office and administrative space for the Transportation Security
    Administration in support of security checkpoint and baggage screening functions
    at the Dayton International Airport – Dept. of Aviation/AP Properties &
    Concessions.
    
    **$142,922.48**
    (Thru 08/31/22)
E. Other – Contributions, Etc.:


BY THE BOARD OF REVISION OF ASSESSMENTS

11. In the Matter of Declaring the Intention of the Commission to Vacate the Second Alley South of Stanley Avenue from Valley Street to Brandt Street - Recommendation to Proceed.

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

12. No. 31792-20 Enacting Section 137.22 of the Revised Code of General Ordinances Prohibiting the Concealing of One’s Identity During the Commission of a Crime or to Intimidate Another, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

13. No. 6477-20 Authorizing the City Manager to Enter into An Intergovernmental Agreement Between the City of Dayton and the Montgomery County, Ohio, and Declaring an Emergency.

14. No. 6478-20 Authorizing the City Manager to Enter into An Intergovernmental Agreement Between the City of Dayton and the Montgomery County, Ohio, and Declaring an Emergency.

Ordinances – First Reading:

15. No. 31793-20 Authorizing the Acceptance of an Easement from Taylor Summerville Battery Company, Inc. for Construction and Maintenance of a Sanitary Sewer Lift Station.

16. No. 31794-20 To Vacate the Second Alley South of Stanley Avenue from Valley Street to Brandt Street.
V. PLANNING ACTION

A. PUBLIC HEARING:

17. To establish a Designated Outdoor Refreshment Area pursuant to 4301.82 of the Ohio Revised Code for the general area of East Fifth Street between South Main Street and Bainbridge Street.

VI. MISCELLANEOUS:

ORDINANCE NO. 31795-20

RESOLUTION NO. 6479-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 976-20
City Manager’s Report

From 2730 – PMB/Procurement

Supplier, Vendor, Company, Individual

Name See Below
Address See Below

Date March 11, 2020
Expense Type Purchase Order
Total Amount $900,427.12

2020 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
</tbody>
</table>

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

INFORMATION TECHNOLOGY

(A1) P0200710 – COMMVAULT SYSTEMS, INC., OCEANPORT, NJ

• Computer software maintenance and support services.
• These services are required to maintain and support the City’s enterprise backup system software.
• Commvault Systems, Inc. is recommended as the Original Equipment Manufacturer (OEM) and sole source of these proprietary services; therefore, this purchase was negotiated.
• The Departments of Information Technology and Water recommend approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Maintenance Agreements</td>
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<tr>
<td>2020</td>
<td>Computer Maintenance</td>
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<td>$48,725.52</td>
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</tbody>
</table>

Signatures/Approval

Melina A. Wilson 3.3.2020
Division
Diame E. Hancock 3.3.2020
Department
City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016
INFORMATION TECHNOLOGY (CONTINUED)

(A2) P0200714 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH
- Temporary staffing services as needed through 12/31/2020.
- These services are required to augment staff to maintain daily Information Technology operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
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<td>2020</td>
<td>Other Professional</td>
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<td>$12,000.00</td>
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<tr>
<td></td>
<td>Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLANNING AND COMMUNITY DEVELOPMENT

(B1) P0200719 – HRS & S LTD, DAYTON, OH
- Marketing services for the 2020 United States Census.
- These services are required for marketing the importance of responding to the United States Census to City of Dayton citizens.
- HRS & S LTD is recommended based on the fact that they are contracted with the United States Census Bureau to assist in media buys and marketing strategy; therefore, this purchase was negotiated.
- The Department of Planning and Community Development recommends approval of this order.

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

POLICE

(C1) P0200695 – MOTOROLA SOLUTIONS, INC., SCHAUMBURG, IL
- Motorola brand radios.
- These goods are required to equip the 109th graduating class within the Department of Police.
- Rates are in accordance with the State of Ohio Term Schedule Contract #573077-0.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip Assets</td>
<td>16122-6210-1411-71</td>
<td>$86,627.65</td>
</tr>
</tbody>
</table>
POLICE (CONTINUED)

(C2) P0200711 – POWERDMS, INC., ORLANDO, FL
- Document management software and system.
- These goods are required for organization and management of law enforcement documents.
- PowerDMS, Inc. is recommended based on the fact that they are the original system developer and sole source; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tr>
<td>2020</td>
<td>Maintenance Agreements</td>
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<td>$10,093.60</td>
</tr>
</tbody>
</table>

PUBLIC AFFAIRS

(D1) P0200720 – PROGRESSIVE PRINTERS, INC., DAYTON, OH
- Printing services as needed through 12/31/2020.
- These services are required for printing of the City’s quarterly community newsletters.
- Nine (9) possible bidders were solicited and four (4) bids were received. This order establishes a price agreement IFB 20007JL with pricing through 2/28/2022.
- Progressive Printers, Inc. qualifies as a Dayton local entity.
- The Office of Communications and Public Affairs recommends acceptance of the low bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Marketing/Promotional Ads</td>
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<td>$122,000.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – STREET MAINTENANCE

(E1) P0200715 – ALLIED BUILDERS, INC., DAYTON, OH
- Fencing products and repair services as needed through 12/31/2020.
- These goods and services are required to maintain fence lines and related items and services for City owned properties.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with firm pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>10000-6490-1301-56</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>21100-6430-1301-54</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>21000-6430-1301-54</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(E2) **P0200699 – MD SOLUTIONS LLC, PLAIN CITY, OH**
- Guardrails, impact attenuators and related items as needed through 6/30/2020.
- These goods are required to maintain safety of highways within the City.
- Rates are in accordance with the Ohio Department of Transportation’s (ODOT) existing price agreement ITB 847-19 with firm pricing through 6/30/2020.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>21100-6430-1301-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

(E3) **P0200681 – MIDWAY TRAILER SALES LLC, HARRISON TOWNSHIP, OH**
- Four (4) 2020 low deck utility trailers.
- This equipment is required to transport materials and equipment used to maintain City streets, parks and vacant lots.
- Twenty-two (22) possible vendors were solicited and four (4) bids were received.
- The Department of Public Works recommends acceptance of the low bid.

<table>
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<th>Fund Amount(s)</th>
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<tr>
<td>2020</td>
<td>Motorized Equipment</td>
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<td>$12,940.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(F1) **P0200698 – ALLIED BUILDERS, INC., DAYTON, OH**
- Fencing products and repair services as needed through 12/31/2020.
- These goods and services are required to maintain fence lines and related items and services for City owned properties.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with firm pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

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<thead>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2020</td>
<td>Other Maintenance of Facilities</td>
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<td>$20,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(F2) P0200262 – PELTON ENVIRONMENTAL PRODUCTS, INC., BRECKSVILLE, OH

- Sulzer (formerly ABS) brand parts and related services as needed through 12/31/2020.
- These goods and services are required to maintain operations of the Intermediate Pump Station, Low Lift Pump Station and South Grease Building.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $30,000.00 by $180,000.00 for a total not to exceed $210,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
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<tr>
<td>2020</td>
<td>Other Equipment Maintenance</td>
<td>55000-3460-1167-54</td>
<td>$180,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(F3) P0200685 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products and repair services as needed through 12/31/2020.
- These goods and services are required to secure City owned properties.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20010D with firm pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
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<tbody>
<tr>
<td>2020</td>
<td>Security Services</td>
<td>53000-3430-1157-54</td>
<td>$74,800.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(F4) P0200717 – DAY-CON SUPPLIES LLC, DAYTON, OH

- Hardware, tools and related items as needed through 12/31/2020.
- These goods are required to maintain facilities for the Department of Water.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20002N with pricing through 12/31/2023.
- The Department of Water requests additional authority of $45,000.00 through 12/31/2023.
- Day-Con Supplies, LLC, qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

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<thead>
<tr>
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<tbody>
<tr>
<td>2020</td>
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<tr>
<td>2021</td>
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<tr>
<td>2022</td>
<td>Inventory</td>
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<td>$15,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>
(F5) P0200716 – GRAINGER, INC., HARRISON TOWNSHIP, OH

- Hardware, tools and related items as needed through 12/31/2020.
- These goods are required to maintain facilities for the Department of Water.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20002N with pricing through 12/31/2023.
- The Department of Water requests additional authority of $75,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>2020</td>
<td>Inventory</td>
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<tr>
<td>2021</td>
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<tr>
<td>2022</td>
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<tr>
<td>2023</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

(F6) P0200718 – MRO EXPRESS LLC, CINCINNATI, OH

- Hardware, tools and related items as needed through 12/31/2020.
- These goods are required to maintain facilities for the Department of Water.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20002N with pricing through 12/31/2023.
- The Department of Water requests additional authority of $45,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
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<tr>
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<tr>
<td>2020</td>
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<tr>
<td>2021</td>
<td>Inventory</td>
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<tr>
<td>2023</td>
<td>Inventory</td>
<td>53998-3445-1350-54</td>
<td>$15,000.00</td>
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</table>

The aforementioned departments recommend approval of this order.
SECOND RENEWAL OF TECHNOLOGY CONSULTING SERVICES AGREEMENT

The Department of Information Technology requests authority to exercise the second of two renewal options of the agreement with Optica Consulting, Inc. The original agreement commenced April 1, 2018 for a total of $779,736.00. The first renewal was for the period beginning April 1, 2019 through March 31, 2020 for a total of $795,336.00. This second option renewal request will be effective April 1, 2020 through March 31, 2021 for a total of $811,248.00, which would bring the total agreement to $2,386,320.00.

The following are services Optica will provide under this Agreement:

1. Progress database administration for Public Safety Management Information Systems (MIS)
2. Police and Fire MIS application development and support
3. Network configuration and support for public safety systems
4. Maintenance and development of SQL Reporting Services (SSRS) reports
5. Provide support as needed 24 x 7

Optica was selected based upon proven past performance and knowledge of the support requirements for the City's critical systems.

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

A Certificate of Funds in the amount of $608,436.00, for expenses through December 31, 2020, is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
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<td>Contract Start Date</td>
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</tr>
<tr>
<td>Expiration Date</td>
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<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$811,248.00</td>
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</table>

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

<table>
<thead>
<tr>
<th>Original CT/CF</th>
<th>CT18-1132</th>
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<tbody>
<tr>
<td>Increase Encumbrance</td>
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<tr>
<td>Decrease Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$202,812.00</td>
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</tbody>
</table>

| Amount: | $608,436.00 |
| Fund Code | Fund - Org - Acct - Prog - Act |
| 10000 - 5560 - 1159 - 65 - XXXX - XXXX |

| Amount: |  |
| Fund Code | Fund - Org - Acct - Prog - Act |
| XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALS

Vendor Name: Optica Consulting Services, Inc.
Vendor Address: 2312 Far Hills Avenue - PMB #105, Dayton Ohio 45419
Federal ID: 522436353
Commodity Code: 92045
Purpose: Professional Services Agreement Second Renewal (Public Safety System) for April 1, 2020 - December 31, 2020 totaling $608,436.00.

Contact Person: Desa Foster, Manager (x-6349)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 03/03/20 2020

CF Prepared by: 03/03/2020

October 18, 2011
February 26, 2020

TO: Shelley Dickstein, City Manager

FROM: Desa Foster, Manager
       Department of Information Technology

SUBJECT: Professional Service Agreement for Optica Consulting, Inc.

Attached please find the second renewal option of the professional service agreement between the City of Dayton and Optica Consulting, Inc. for professional services through March 31, 2021 to provide enterprise technical services.

If you have any questions, please feel free to call me at extension 6349.

APPROVED:

[Signature]

Kenneth R. Couch, Acting Director
Department of Information Technology

Attachments
SECOND RENEWAL OF TECHNOLOGY CONSULTING SERVICES AGREEMENT

This Second Renewal of Technology Consulting Services Agreement is dated this ______ day of ____________, 2020, between the City of Dayton, Ohio ("City") and Optica Consulting, Inc. ("OCI").

WHEREAS, On February 21, 2018, the Commission of the City of Dayton approved a Technology Consulting Services Agreement ("Agreement") between the City and OCI, for a term of one year, which provided, among other things, that OCI shall provide technology consulting services for the City’s Department of Police and Department of Fire’s Management Information System ("MIS"); and,

WHEREAS, The Agreement provided for two one year renewal terms; and,

WHEREAS, On March 20, 2019, the Commission of the City of Dayton approved a First Renewal of the Agreement ("Agreement") between the City and OCI, which is set to expire on March 31, 2020; and,

WHEREAS, The City and OCI both desire to renew the Agreement for the second one (1) year renewal term as provided in the Agreement.

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

1. Pursuant to Section 2.1 of the Agreement, the City and OCI hereby mutually agree to renew the Agreement for the second of two one-year renewal terms. Therefore, the parties agree that the Agreement is renewed for a one-year term commencing on April 1, 2020 and terminating on March 31, 2021 ("Second Renewal Term").

2. Pursuant to Section 3.2 of the Agreement, the total amount of monthly remuneration for the Second Renewal Term shall not exceed the sum of Sixty-Seven Thousand Six Hundred Four Dollars and Zero Cents ($67,604.00) per month. The total amount of remuneration for the entire one-year Second Renewal Term shall not exceed the sum of Eight Hundred Eleven Thousand Two Hundred Forty-Eight Dollars and Zero Cents ($811,248.00).

3. Except as modified by this Second Renewal, all other provisions of the Agreement between the City and OCI shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and OCI, each by a duly authorized representative, have executed this Second Renewal as of the date first above written.

CITY OF DAYTON, OHIO

________________________________________
City Manager

OPTICA CONSULTING, INC.

By:______________________________

Print:___________________________

Its:___________________________

APPROVED AS TO FORM AND CORRECTNESS:

________________________________________
City Attorney

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

__________________________, 2020

Min./Bk.:___________ Page:_____

________________________________________
Clerk of the Commission
TECHNOLOGY CONSULTING SERVICES AGREEMENT

This Technology Consulting Services Agreement ("Agreement") is made this ___ day of March, 2018 between Optica Consulting, Incorporated ("OCI"), an Ohio corporation, having a post office box at 2312 Far Hills Avenue, Dayton, OH 45419 and the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, having an office at 101 W. Third Street, Dayton, OH 45402.

WITNESSETH THAT:

WHEREAS, the City desires to obtain certain professional technology consulting services for, among other things, the City's Police and Fire information systems and computerized networks; and,

WHEREAS, the services needed by the City include, but are not limited to, design, architecture and project scoping work, software development, data mining, database administration, systems and network troubleshooting and capacity planning, installation, deployment and maintenance assistance; and,

WHEREAS, OCI is willing to perform such services, as requested by the City, and represents that its staff is fully qualified to perform such services for the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and OCI agree as follows:

1. Scope of Work

1.1. OCI shall provide, as needed and upon request by the City, any of the "Technical Consulting Services" described in Section 1 of Attachment A, which is attached hereto and incorporated herein, subject to Section 2 of Attachment A. Specifically, OCI shall assign four (4) or more of its technical consultants to provide the services requested by the City. During the term of the agreement, the technical consultants will provide a minimum of SEVEN THOUSAND EIGHTY (7,080) total service hours, (generally delivered during standard business hours Monday through Friday, or as mutually agreed between OCI and City). OCI agrees that its consultants will use all reasonable efforts to schedule vacations, training, and meeting days in such a manner as to minimize disruption of services to the City.

1.2. OCI represents that its consultants are adequately trained to perform the services requested under this Agreement. OCI shall not knowingly assign any personnel to act as a consultant, if such person has a record of any criminal conviction. OCI shall cause its consultants to know and abide by those business policies, procedures, and security requirements of City. In the event the consultants are not able to perform the services or do not perform the services to the reasonable satisfaction of the City, OCI agrees to replace said consultants with mutually agreeable replacements having similar capabilities, training and qualifications. In the event suitable and mutually agreeable replacements are not available, the City may, at its option, terminate this Agreement or proportionally reduce the amount of monthly compensation to be paid for services.

1.3. Upon mutual agreement of both parties, the OCI consultants may maintain a flexible work schedule, and/or work remotely in lieu of on-site performance of this contract. OCI agrees to coordinate and obtain approval of work location and schedule adjustments of its consultants with the City's Director of Central Services or his/her designee.
1.4. The City reserves the right to conduct, for security reasons, a lawful background investigation on OCI, its principals and personnel, including all consultants assigned to perform the services. OCI agrees to fully cooperate with the City in this endeavor and to provide any information, to the extent allowed by law, which is reasonably necessary to perform such background investigation. The City will, upon OCI's written request and if allowable by law, provide a copy of such background investigations to OCI. Dependent upon the results of the background check, the City and OCI may by mutual written agreement immediately remove any consultant from performance of the services.

2. Term and Termination

2.1. This Agreement shall commence on April 1, 2018 and shall remain in effect for an initial term of twelve (12) months, expiring March 31, 2019, unless terminated earlier as provided in Subsections 2.2 or 2.3. This Agreement shall be renewable for two (2) additional twelve (12) month terms. Each renewal must be executed in writing, approved by the Commission of the City of Dayton, and signed by a duly authorized representative for each party.

2.2. Either party may immediately terminate this Agreement if the other party defaults in the performance of any of the covenants and conditions required herein and the defaulting party fails to cure the default within thirty (30) days after receipt of written notice of said default.

2.3. This Agreement may be terminated by either party upon giving written notice of termination to the other party at least sixty (60) days prior to the effective date of such termination.

2.4. In the event this Agreement is terminated, the City shall be relieved of any obligation to pay for any work or services performed subsequent to the effective date of termination.

3. Payment

3.1. The total amount of remuneration in this Agreement shall not exceed the sum of SEVEN HUNDRED SEVENTY NINE THOUSAND SEVEN HUNDRED THIRTY SIX DOLLARS AND ZERO CENTS ($779,736.00) over the initial 12 month term of this Agreement, and shall not exceed the sum of ONE MILLION SIX HUNDRED SIX THOUSAND FIVE HUNDRED EIGHTY FOUR DOLLARS AND ZERO CENTS ($1,606,584.00) for the two (2) twelve (12) month renewal term(s).

3.2. Payment to OCI for the technical consulting services provided in accordance with this Agreement shall be made according to the following schedule.

<table>
<thead>
<tr>
<th>Initial Term Service Delivery Dates</th>
<th>Monthly Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months Beginning 4/1/2018</td>
<td>Not to exceed $64,978</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Renewal Terms Service Delivery Dates, if applicable</th>
<th>Monthly Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months Beginning 4/1/2019</td>
<td>Not to exceed $66,278</td>
</tr>
<tr>
<td>12 Months Beginning 4/1/2020</td>
<td>Not to exceed $67,604</td>
</tr>
</tbody>
</table>

OCI shall submit to the City an invoice for each monthly payment, which invoice shall state the invoice period, technical consulting services provided and the monthly payment amount. Unless disputed, the City agrees to remit payment within thirty (30) days from the City's receipt of the monthly invoices.
4. City Responsibilities

4.1. The City will direct and prioritize the services that OCI consultants will provide under this Agreement so that the selected technical consulting services can be completed during the term hereof.

4.2. The City agrees to provide the OCI consultants with access to the City building(s) that are necessary to perform the services twenty four (24) hours a day, seven (7) days a week. Further, the City agrees to provide the consultants with access necessary to complete the services, including access to internal workstations and remote access to the City’s network and e-mail system for information exchange.

4.3. The City shall make arrangements for the ordering and set-up of any necessary hardware, software, network connections or other services needed by the consultants, which may affect the schedule and work efforts or technical consulting services to be performed by the consultants.

5. Confidential Information

5.1. Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information shall be information, which, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information shall be information which, under the laws of the State of Ohio, is classified as being “private” or “confidential”. Such information shall be marked “confidential” and/or “proprietary” by the party providing it within ten (10) days after disclosure.

5.2. To the extent permitted by law and recognizing that the City is a political subdivision of the State of Ohio and subject to the Ohio Public Records Act (Ohio Revised Code § 149.43 et seq.), the parties agree to not disclose each other’s confidential or proprietary information to any third party without the other party’s written consent. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the services contracted for under this Agreement.

5.3. Nothing in this Section 5 shall prohibit or limit either party’s disclosure of confidential information: (i) previously known to it without agreement of confidentiality, (ii) independently developed by it, (iii) that is, or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law; or (v) when such disclosure is authorized in writing by the City.

6. Deliverables and Ownership

6.1. General Deliverables: OCI will deliver to the City, based upon City’s selection of the technical consulting services listed in Attachment A, all documentation, designs, scripts, databases, descriptions, and technical diagrams resulting from performance of the technical consulting services. These materials will be provided to the City in both “hard copy” and electronic (CD or DVD) formats.

6.2. Specific Deliverables: Specific deliverables shall be determined and agreed upon between the parties based upon the amount of detailed specifications provided by the City to OCI before commencement of such services. However, the “Change Control” process outlined in Section 13 can be used to move a general deliverable, as described in Subsection 6.1, into a specific deliverable, as described in this Subsection 6.2.
6.3. OCI assigns ownership of the copyrights to all general deliverables and specific deliverables (as these terms are identified in Subsections 6.1 and 6.2 above, which shall be collectively referred to as “Custom Deliverables”) to the City. However, such assignment does not include any portion of a Custom Deliverable that OCI has created independently of the technical consulting services or that OCI has licensed from a third party (hereinafter referred to as “Other Deliverables”), as such portions shall only be licensed to the City as provided in Section 6.4. OCI will retain a worldwide, nonexclusive, royalty-free license to copy, display, distribute, perform, modify, translate, sublicense and use the Custom Deliverables, provided that in doing so it does not disclose the City’s confidential and/or proprietary information, or incorporate its trademarks or trade dress.

6.4. OCI grants the City a worldwide, nonexclusive, royalty-free license to copy, display, distribute, perform, modify, translate and use the Other Deliverables for the City’s municipal and business purposes. In the event the Other Deliverable is licensed from a third party, OCI shall provide the City with a written description of the City’s obligations with respect to that licensed material. Unless OCI expressly agrees in writing, the City may not disclose, distribute or license Other Deliverables to any third party, except as otherwise required by law.

6.5. Except as otherwise provided in this Section 6, OCI shall retain ownership of all rights in and to all other deliverables. Under no circumstances will these deliverables be considered a “work made for hire”. All of the rights and licenses OCI grants the City under this Section 6, including copyright ownership, are subject to the City’s payment in full of the charges for the technical consulting services and particular deliverable.

6.6. The City acknowledges that OCI enhances its ability to provide the City with quality services and Custom Deliverables through the expertise it gains working with many customers, and that the City and all OCI’s customers benefit from such experience. The City agrees that, provided OCI does not disclose the City’s confidential and/or proprietary information in doing so, OCI is permitted, upon notification to the City, to create similar Custom Deliverables and perform similar services for its other customers without restriction.

7. Defects, Acceptance and Warranty

7.1. All deliverables, whether a general deliverable, specific deliverable or Other Deliverable as these terms are defined in Section 6, provided under this Agreement by OCI to the City shall, to the fullest extent possible, be free from defects. For purposes of this Agreement, a “defect” shall mean any failure of the particular deliverable or any component thereof to conform to the functionality and other specifications identified by the City, including any problems with network connectivity. In the event the City identifies a defect, it shall provide written notice to OCI indicating, to the best of the City’s ability, the nature and type of defect. OCI agrees to promptly, and without additional cost to the City, repair and/or replace such defect(s) or, if such defect cannot be promptly corrected, shall provide to the City’s reasonable satisfaction, a detailed plan, including a date of completion, for correction of the defect(s) or replacement of the particular deliverable.

7.2. OCI shall have no obligation to correct defects resulting from: (i) any use of the particular deliverable not in accordance with, or for purposes not intended by, this Agreement; or (ii) the use or combination of the deliverable with other products, equipment, software, hardware, media or data not intended, authorized, or intended where the breach of warranty would not exist but for such use or combination. If any Other Deliverable is the subject of, or is likely to become the subject of, any claim, action, suit, or proceeding for infringement, then OCI may, at its option and expense: (a) acquire or procure for the City from the third party the right to continue to use the Other Deliverable or (b) modify or replace the Other Deliverable so as to be non-infringing.
7.3. OCI warrants that title to any and all deliverables provided to the City hereunder shall be free and
clear of all claims, charges, security interests, liens and encumbrances. OCI shall insure that all
third party warranties for Other Deliverables or other equipment or items procured under this
Agreement shall be transferred to the City upon receipt of payment.

7.4. OCI warrants to the City that all materials, equipment and any type of deliverable, including any
software, license or other intellectual property, furnished hereunder: (1) shall be new, unless
otherwise agreed to by the City, (2) shall be free from defects, as this term is defined herein, (3)
shall be free of known viruses, worms and Trojan horses, and any code designed to disable the
intellectual property because of the passage of time, alleged failure to make payments due, or
otherwise, except for documented security measures such as password expiration functions, (4)
will perform in conformity with the functionality requirements and specifications identified by the
City, and (5) is, in all material respects, complete and accurate, and will enable City employees
and/or City contractors with ordinary skill and experience to use the deliverable for all purposes
for which it is being provide to the City.

7.5. OCI warrants that its consultants and personnel shall perform the technical consulting services
under this Agreement in a workmanlike manner and in accordance with the specifications provided
by the City when selecting the services needed and all requirements set forth in this Agreement.

7.6. Unless the City notifies OCI of a defect as provided in this Section 7 or rejects a particular
deliverable within sixty (60) days from implementation of a particular deliverable, the particular
deliverable and all technical consulting services related thereto shall be deemed accepted by the
City.

8. Indemnification and Insurance

8.1. OCI shall defend, indemnify and hold harmless the City, its elected officials, officers, employees
and agents from and against legal liability for all claims, losses, damages and expenses (including
attorney fees) to the extent that such claims, losses, damages, or expenses are caused by or arise
out of the performance or non-performance of this Agreement; and/or infringement or alleged
infringement of any patent, copyright, trademark, or other intellectual property right, privacy or
similar right of any third party and/or the acts, omissions or conduct of OCI or its employees and
agents; excepting such claims, losses, damages and expenses or liabilities that are solely caused by
or arise out of the negligence or wrongful acts or omissions of the City, its officers, employees and
agents.

8.2. During the performance of this Agreement, OCI 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, the following insurance:

8.2.1 General/Comprehensive Liability Insurance, with a combined single limit of One Million
Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the
aggregate; and

8.2.2 Worker’s Compensation Insurance for all employees, in such amounts as required by law.

8.3. The policy or concurrent policies of insurance required herein, but excluding Worker’s
Compensation Insurance, shall name the City, its elected officials, officers, agents, employees,
and volunteers as additionally insured. Further, such policies of insurance, excluding Worker’s
Compensation Insurance, shall contain the requirement that City be notified thirty (30) days in
advance of any termination or diminution of coverage.
8.4. Within thirty (30) days of the execution of this Agreement, OCI shall furnish the City with copies of the policy of insurance, including declaration page(s), demonstrating compliance with the insurance requirements contained herein.

9. Limitations of Liability

9.1. To the fullest extent permitted by law, OCI will not be liable to the City for any indirect, incidental or consequential damages.

9.2. OCI's liability, excluding liability for any personal injury and/or property damage caused by OCI or its employees, agents, servants, or representatives, will not exceed the total amount of remuneration specified in Section 3 of this Agreement and the limits of general comprehensive liability insurance.

10. Taxes

10.1. City will provide OCI with the appropriate tax exemption certificates, if applicable.

11. Disputes

11.1. "Dispute" means any controversy or claim between City and OCI. It includes controversies or claims that are related directly or indirectly to this Agreement, whether based on contract, statute, tort, fraud, fraudulent inducement, misrepresentation, or other legal or equitable theory, whenever brought, between City and OCI or any of City's or OCI's employees or agents.

11.2. The City and OCI agree to use good faith efforts to first negotiate a solution to the Dispute, including progressively escalating any controversy or claim through senior levels of management. If negotiation does not result in a resolution within fifteen (15) business days of when one party first notifies the other of the Dispute, the parties agree to submit the Dispute to non-binding mediation in accordance with Subsection 11.3.

11.3. If the City and OCI are unable to resolve a Dispute by negotiation, both parties agree to submit it to non-binding mediation conducted by the Dayton Mediation Center.

11.4. Except for Disputes resolved in accordance with this Section, the City and OCI agree to exercise any right or remedy in connection with this Agreement exclusively in, and hereby submit to the jurisdiction of, the courts of Montgomery County, Ohio. The parties waive the right to a jury trial of any claim and consent to a bench trial in any court of appropriate jurisdiction in Montgomery County.


12.1. This Agreement, together with Attachment A, represents the entire and integrated agreement between the City and OCI. 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.

12.2. 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.

12.3. 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.
12.11. All costs and expenditures for the services performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, OCI shall make available to the City all of its records related to this Agreement. OCI shall also permit the City to audit, examine and make excerpts or transcripts from such records and to have audits made of all contracts(s), invoices(s), materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

12.12. OCI shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all services funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final payment. Notwithstanding the above, if there are claims, litigation, audits, negotiations or other actions that involve any of the records pertaining to this Agreement, which commence prior to the expiration of the three-year period, then OCI shall retain records until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

12.13. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of Work hereunder.

12.14. OCI affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

13. Change Control Process

13.1. OCI agrees to follow the Change Management process established by the City of Dayton Division of Information Technology.

13.2. The City of Dayton Division of Information Technology Change Request Form will be the vehicle for communicating any desired changes to the particular technical consulting services project.

13.3. Both OCI and the City will review the proposed Change Request Form and approve it or reject it. The City must sign the approval portion of the Change Request Form to authorize the implementation of the change(s) to the particular technical consulting services project.

13.4. The Division of Information Technology, or its designee, shall be authorized on behalf of the City to approve and execute any changes to the technical consulting services project(s) that are mutually agreed between the City and OCI.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSED BY:

George Dodge

WITNESSED BY:

C. J. Cram

OPTICA CONSULTING, INC.

By: Thomas M. Leach

Print name: Thomas M. Leach

Title: President

CITY OF DAYTON, OHIO

By: Charles J. Cram

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Chambers

City Attorney

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

February 21, 2018

Min. / Bk. I-15 Pg. 

Rachelle Bauender
Clerk of the Commission
ATTACHMENT A

1. TECHNICAL CONSULTING SERVICES:

OCI will provide any or all of the following technical consulting services from which the City can select and prioritize the work effort, given the timeframe of the engagement:

1.1. Design, Development, Architecture, & Project Scoping Work

1.1.1. Research and recommendation of "best practices" for technology deployment within the City’s public safety environment

1.1.1.1. Product vendor analysis and recommendations

1.1.2. Extend the use of wireless technology to public safety vehicles, allowing access to current and future City applications from Mobile Data Computers (MDC's) including, but not limited to:

1.1.2.1. Police Records Management System (RMS)

1.1.2.2. Fingerprinting

1.1.2.3. Mobile parking and traffic citation applications, including portable printers

1.1.2.4. Mug shot and/or Bureau of Motor Vehicle (BMV) photos

1.1.2.5. Digital video capture and/or video streaming to central command center

1.1.2.6. License Plate Reader systems

1.1.2.7. Real-time access to the Ohio Law Enforcement Gateway (OHLEG)

1.1.3. Provide consulting, analysis, software development, and documentation

1.1.3.1. Provide software enhancements to accommodate changes in Public Safety business practices

1.1.3.2. Continue to improve departmental efficiencies by eliminating paper-based record keeping and integrating the RMS with other City of Dayton business applications

1.1.4. Recommendations and design for reliable high capacity network communications (T1 or higher) to all public safety facilities.

1.1.5. Provide technical assistance with the design, configuration, and installation of servers, networks, firewalls, etc. to support regionalization efforts

1.2. Develop Procedures to Streamline the City’s Public Safety Business Processes

1.2.1. Design and develop web based applications to publish crime statistics and/or commonly requested public safety information

1.2.2. Research and develop a method to streamline input of crime incident reports using voice recognition and/or mobile data terminals (MDC’s)

1.2.3. Research and develop practical uses of bar-code technology to streamline data input and retrieval in the Police Property Room, and other areas where applicable

1.2.4. Make recommendations and assist with the deployment of the City’s Enterprise Imaging System

1.2.5. Research and deploy solutions using smart phone or similar mobile technologies to make critical data available to Police personnel in a more timely fashion

1.2.6. Research and deploy solutions for the Police “e-crash” crash reporting initiative, reducing paperwork and making traffic crash reports accessible to officers and the public in a more timely fashion

1.2.7. Research and deploy solutions for the Police Data Prep business unit, including processes for efficient document imaging and retrieval

1.3. Installation, Deployment & Maintenance Assistance

1.3.1. Installation and configuration of Microsoft and Unix/Linux Based Servers, as required to deploy highly available public safety solutions
1.3.2. Coordination with the City’s Division of Information and Technology Services, and outside vendors as needed, for the deployment of network solutions supporting public safety systems.

1.3.3. Maintenance of public safety radio and mobile data computer infrastructure, coordination with vendors to acquire and expedite the deployment of system upgrades as needed.

1.4. Troubleshooting and Maintenance of Public Safety Technology Solutions

1.4.1. Maintenance of the License Plate Reader (“LPR”) system to ensure that LPR’s are functioning properly, data is being captured and stored on internal servers, and vendor updates are applied to LPR devices in a timely fashion.

1.4.2. Maintenance of the Handheld Mobile Parking Citation application. Troubleshoot issues identified by Parking Aides, maintain software, hardware, and printers.

1.4.3. Maintenance of the In-Car Digital Camera System. Provide technical assistance to the vendor and other City departments in troubleshooting and upkeep of the camera system to ensure that digital video is being captured, maintained, and retrieved per Police Department policy.

1.4.4. Maintain existing Progress Fourth Generation Language (“4GL”) based applications.

1.4.5. Provide technical support for Emergency Medical Services (“EMS”) and Motor Vehicle Accident (“MVA”) billing applications.

1.4.6. Technical support for the City of Dayton to provide records management services to external Police and Fire agencies. This support covers the City of Riverside Police, and The Miami Valley Communications Council (“MVCC”) and its member agencies.

1.5. Coordinate the submission of National Incident Based Reporting (“NIBRS”) data to the State of Ohio Office of Criminal Justice Services for all Police agencies using the Police Records Management System (“RMS”) incident reporting application.

1.6. Administration of graphical analysis and reporting software (“CorVu”)

1.6.1. Software installation and configuration

1.6.2. Version upgrades and conversions

1.6.3. Assist with development of City-wide standards for data analysis and reporting

1.6.4. Assist with development of the CorVu “Knowledge Library” for easier data recognition and retrieval.

1.6.5. Coordinate and assist with training and knowledge transfer among various City departments.

1.7. Progress database administration for Police and Fire Public Safety RMS and MIS applications.

1.7.1. Database monitoring and troubleshooting

1.7.2. Database reorganization and maintenance to facilitate continued data growth and acceptable application performance.

1.7.3. Database version upgrades (software installation and configuration).

1.8. After-hours technical support

1.8.1. OCI will use all reasonable-efforts to provide after-hours technical support for mission-critical public safety systems. OCI will coordinate after-hours support with the Information and Technology Services (“ITS”) Help Desk Supervisor, or his/her designee.

2. Additional Terms and Conditions:

2.1. OCI will perform the technical consulting services as requested by the City.

2.2. E-mail is the preferred method of communications, particularly for transmitting documents and attached files. Drawings of graphic documents will be maintained in Visio Pro for Windows, version 5.0 or higher. Other documentation shall be provided in MS Word 6.0 or higher per City needs and pursuant to Section 1 above.
2.3. OCI is not responsible for completion of any assigned work efforts or sub-projects outlined in Section 1 when there are circumstances outside of OCI's control that cause OCI's portion of the work or services to not start or not be completed within the engagement period. These circumstances include, but are not limited to:

2.3.1 Delays in delivery of, or unavailability of, required equipment or software.

2.3.2 Work efforts by City resources or other third party resources where their work efforts are delayed or become unavailable for completion in a timely manner.

2.3.3 Inadequate lead times provided for the completion of the work effort prior to the expiration of the service delivery period. The timeframe for completion of any work effort will be provided to the City when requested, on a case by case basis, so that all required work could be completed during the term of this Statement of Work.
FIRST RENEWAL OF TECHNOLOGY CONSULTING SERVICES AGREEMENT

This First Renewal of Technology Consulting Services Agreement ("First Renewal") is entered into this ___th day of March, 2019, between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Optica Consulting, Inc., an Ohio Corporation existing under the laws of the State of Ohio ("OCI").

WITNESSESTHAT:

WHEREAS, the City and OCI entered into a Technology Consulting Services Agreement on March 6, 2018 ("Agreement") providing, amongst other things, that OCI shall provide technology consulting services for the City's Police and Fire Management Information Systems ("MIS"); and,

WHEREAS, the Agreement will expire on March 31, 2019; and,

WHEREAS, The City and OCI both desire to renew the Agreement for the first of two one (1) year renewal terms provided for in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the City and OCI agree as follows:

1. Pursuant to Section Three of the Agreement, titled "Term and Termination," the City and OCI hereby mutually agree to renew the Agreement for the first of two one (1) year renewal terms. Therefore, the parties agree that the Agreement is renewed for a one (1) year term commencing on April 1, 2019 and terminating on March 31, 2020 ("First Renewal Term").

2. Pursuant to Section Three of the Agreement, titled "Payment", the total amount of remuneration for the First Renewal Term shall not exceed the sum of Sixty-Six Thousand Two Hundred Seventy-Eight Dollars and Zero Cents ($66,278.00) per month. The total amount of remuneration for the entire one-year First Renewal Term shall not exceed the sum of Seven Hundred Ninety-Five Thousand Three Hundred Thirty-Six Dollars and Zero Cents ($795,336.00).

3. Except as modified by this First Renewal, all other provisions of the Agreement between the City and OCI shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and OCI, each by a duly authorized representative, have executed this First Renewal as of the date first written above.

CITY OF DAYTON, OHIO

[Signature]
City Manager

OPTICA CONSULTING, INC.

[Signature]
By: Thomas M. Lachey
Print: Thomas M. Lachey
Its: President
Title

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

March 20, 2019

Min./Bk.: 1-15 Page:

[Signature]
Rachelle Sorensen
Clerk of the Commission
City Manager's Report

From 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual
Name RA Consultants LLC
Address 115 Linwood St
        Suite 2, Dayton, OH 45405

Date March 11, 2020
Expense Type Service Agreement
Total Amount $150,000.00 (thru 03/31/2022)

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<th>Fund Amount(s)</th>
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<td>2020 Sanitary Capital Fund</td>
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<td>2020 Storm Capital Fund</td>
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Includes Revenue to the City ☒ Yes  ☐ No
Affirmative Action Program ☒ Yes  ☐ No  ☐ N/A

Description

PROFESSIONAL SERVICES AGREEMENT FOR
STAFF SUPPLEMENTATION ENGINEERING SUPPORT

The Department of Water requests permission to enter into a Professional Services Agreement with RA Consultants LLC in the amount of $150,000.00 for Staff Supplementation Engineering Support and provide engineering staff supplementation services as needed. Consultant's staff will assist with capital improvement program execution, provide engineering assistance, and perform other technical tasks as assigned.

This project is being funded using 2020 Water, Sanitary, and Storm Capital Funds.

This Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on March 31, 2022.

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

A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016

Division

Department

City Manager

FORM NO. MS-16
**CERTIFICATE OF FUNDS**

**SECTION I** - to be completed by User Department

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<th>New Contract</th>
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<td>Original CT/CF Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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<td>Remaining Commission Approval</td>
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<td></td>
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**Required Documentation**

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

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</table>

**Attach additional pages for more FOAPALS**

**Vendor Name:** RA Consultants

**Vendor Address:** 115 Linwood St., Suite 2 Dayton Ohio 45405

**Street**

**City**

**State**

**Zipcode + 4**

**Federal ID:** 20-0654077

**Commodity Code:** 96896

**Purpose:** Award of Professional Services Agreement for Water Engineering Staff Supplementation

**Contact Person:** Lisa Burton-Yates

**Water/Water Engineering Department/Division:**

**Date:** 2/28/2020

**Originating Department Director's Signature:**

**SECTION II** - to be completed by the Finance Department

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

**Finance Director Signature:**

**Date:** 03/03/2020

**CF Prepared by:**

**Date:** 03/23/2020

**CF/CT Number:** C120 - 2537

Finance Department

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this ___ day of __________________________, 2020, between the City of Dayton, Ohio, ("City"), and RA Consultants LLC with an office at 115 Linwood St., Suite 2, Dayton, OH 45405 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with Professional Services for Staff Supplementation Engineering Support for the City of Dayton, Ohio; and,

WHEREAS, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

WHEREAS, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City’s Water Department.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on March 31, 2022. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT
Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration of this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND AND ZERO CENTS ($150,000.00) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, which is incorporated herein by reference. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES
The City will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE
Consultant 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 at the time the services are performed. Consultant shall have no liability for defects in the Services
attributable to Consultant’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 Consultant’s failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION
Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

This Article 6 shall survive termination of this Agreement.

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

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

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

Consultant also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential
information is information that, under the laws of the State of Ohio, is classified as being “private.” Such information shall be marked “confidential” and/or “proprietary” by the party providing it.

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

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

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

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, models, 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 Consultant.

ARTICLE 10. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to the City.

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE
Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; 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 Consultant under this Agreement.
Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

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:

Consultant: RA Consultants LLC
10856 Kenwood Road,
Cincinnati, Ohio 45242
Attention: John P. Allen, President

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Michael Powell, Director

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

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

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

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

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to
replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

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

Consultant, its employees and any persons retained or hired by Consultant 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, Consultant 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.

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

H.  ASSIGNMENT
Consultant 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 Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

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

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

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

K.  POLITICAL CONTRIBUTIONS
Consultant 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 Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

______________________________
City Manager

RA CONSULTANTS LLC

By: __________________________

Title: _________________________

APPROVED AS TO FORM AND CORRECTNESS

______________________________
City Attorney

APPROVED:

______________________________
Director, Department of Water

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

______________________________, 2020

Min./Bk.: ________ Page: ________

______________________________
Clerk of the Commission
ATTACHMENT A TO SCOPE OF SERVICES

City: City of Dayton, Ohio
Project: Staff Supplementation Engineering Support Services for City of Dayton Department of Water
Consultant: RA Consultants, LLC

SCOPE OF WORK

RA Consultants shall assist the City of Dayton, Department of Water staff by providing engineering staff supplementation services as needed. Consultant’s staff will assist with capital improvement program execution and other technical tasks as assigned for a two-year period, or until the expenditure of all funds, whichever comes first.

The local RA Consultants office located at 115 Linwood Rd, Dayton Ohio will serve as the project headquarters, and will be led by RA’s Kaitlyn M. Mueller, P.E.

Potential tasks to support City of Dayton, Department of Water staff include, but are not limited to, the following:

1. Develop, coordinate, design, and manage capital improvements and master plan projects for the Division of Water Engineering. Plan, coordinate, schedule, and review work of engineering staff members so that projects and tasks are technically sound, meet division guidelines and procedures, and are completed on schedule.
2. Manage the Water, Sanitary, and Storm Capital Improvement Program through the survey, design, bidding and award phases. Ensure plan development is consistent and projects are on schedule.
3. Continue to develop and enhance the Project Access Database for projects and performance measures regarding Capital. Keep an updated project schedule and provide monthly updates.
4. Provide Water Engineering assistance (including survey, field data collection, contract administration, plan review, inspection, etc.) and serve on committees in support of other Divisions and Departments within the organization as needed/assigned. Continue to guide department RFPs to contract execution.
5. Research each proposed project background and assemble back up documents supporting project requirements and scope.
6. Produce initial scope document for each project after reviewing planning level scope, history, project limits, and other supporting data.
7. Develop and prepare preliminary design alternatives. Review various alignment opportunities based on depth of cut, etc. against topography info.
8. Identify probable right-of-way costs for design alternatives.
9. Research and develop engineering estimates for proposed capital improvement projects, to include working with others on researching and reviewing property acquisitions needed for capital improvements.
10. Obtain and research underground utility records information on each project to include Ohio Utility Protection Service (OUPS) requests, customer service request
11. Identify and develop project team resource requirements assignments to be used throughout project execution.

12. Develop preliminary design and construction cost estimates.

13. Review each project for external funding possibilities such as Water Pollution Control Loan Funding or grants as applicable. Complete and submit all preliminary funding applications for the external funding.

14. Assist in preparing projects for funding and present projects as necessary.

15. Prepare and manage the RFP process for selecting consultants when a specialized study of the project scope is warranted.

16. Manage consultant studies as needed to adherence to budget and schedule.

17. Negotiate study contract details, fees, and schedules. Review and approve consultant invoices.

18. Coordinate planning work with City of Dayton Department of Water, governmental, and regulatory agencies.

19. Participate in the development and implementation of goals, objectives, policies and priorities of the City of Dayton Department of Water Engineering Division: recommend and implement resulting policies and procedures.

20. Schedule and review work performed by City of Dayton Department of Water staff or consultants to ensure requirements are met.

21. Provide assistance to the consultants and Water Department engineering personnel; prepare and present reports and other correspondence as appropriate and necessary.

22. Supervise field activities and investigations as necessary.

23. Participate in training sessions, workshops, etc. as required.

24. Assist those contacted in the course of duty in and effective, efficient and professional manner.


26. Perform review of both public and private improvement plans submitted to the department for review and comment. Coordinate and assign plan reviews to staff, track plan review progress, attend plan review related meetings, coordinate with City One Stop Center, communicate planned improvements with construction staff, and other work incidental to plan review.

27. Other tasks as requested by the City of Dayton, Department of Water
SCOPE OF SERVICES
ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Professional Engineering Staff Supplementation Support Services for City of Dayton Department of Water
Consultant: RA Consultants, LLC

Hourly Rate Table

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From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name Transmap Corporation

Address 5030 Transamerica Drive
Columbus, Ohio 43228

Date March 11, 2020

Expense Type Service Agreement

Total Amount $183,217.30 (thru 12/31/2022)

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<td>Street Maintenance</td>
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<td>$  3,217.30</td>
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Includes Revenue to the City: ☑ No

Affirmative Action Program: ☑ Yes

Description

ENGINEERING SERVICES FOR PAVEMENT INVENTORY SUMMARY AND SOFTWARE FOR CITY OF DAYTON STREETS

The Department of Public Works requests permission to enter into an Agreement with Transmap Corporation, in the amount of $183,217.30 for Engineering Services for Pavement and Pavement Marking Inventory Summary and Software for City of Dayton Streets. This project will update the current pavement condition index (PCI) for all City streets through the collection of pavement data (rutting, potholes, weathering, raveling, cracking, and other pavement distresses) along with the condition and location of the pavement markings. This data will be used to track pavement performance, report street network progress, and plan future management of maintenance, repairs, and resurfacing of all City streets. Transmap Corporation will use cameras, pavement scanners, and laser sensors to capture pavement images, crack mapping, and road profiles. This information is geo-referenced and associated with the GIS road centerline.

The PCI is a numerical value between 0 (worst) and 100 (best), used to indicate the general conditions of the pavement. The City previously performed pavement assessments in 2008, 2014 and 2017.

The Agreement commences upon execution by the City and shall terminate on December 31, 2022. The agreement has been approved by the Law Department as to form and correctness. A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
SECTION I - to be completed by User Department

\[\begin{array}{|l|c|c|}
\hline
X & NEW CONTRACT & RENEWAL CONTRACT \\
\hline
\text{Contract Start Date} & March 11, 2020 & \\
\text{Expiration Date} & December 31, 2022 & \\
\text{Original Commission Approval} & $183,217.30 & \\
\text{Initial Encumbrance} & $183,217.30 & \\
\text{Remaining Commission Approval} & \\
\text{Original CT/CF} & $ & \\
\text{Increase Encumbrance} & $ & \\
\text{Decrease Encumbrance} & $ & \\
\text{Remaining Commission Approval} & $ & \\
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\text{Fund Code} & 21000 - 6450 - 1301 - 54 - & \\
\text{Fund} & Org & Acct & Prog & Act & Loc \\
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Vendor Name: Transmap Corporation (614) 481-6799
Vendor Address: 5030 Transamerica Drive Columbus OH 43228
Federal ID: 31-1414214
Commodity Code: 30200
Purpose: Professional Service Agreement for Engineering Services for Pavement Inventory Summary and Software for City of Dayton streets.

Contact Person: Keith Steeber, City Engineer
Public Works/Civil Eng. (937) 333-3838
Department/Division Phone Number

Originating Department Director’s Signature: Keith Steeber 2/25/2020

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 2/28/2020
Date 02/25/2020

Finance Department
October 18, 2011
AGREEMENT FOR CONSULTING SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this ___ day of ________, 2020 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and Transmap Corporation ("Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on March 22, 2017 for Engineering Services for Pavement Inventory Summary and Software for City of Dayton Streets; and,

WHEREAS, the Agreement was entered in an effort to maintain a continuity of data for tracking pavement performance and progress towards the goals set forth in Issue 9.

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

ARTICLE 1 – SERVICES TO BE PERFORMED

Consultant shall perform the pavement inventory summary and software for the city of Dayton streets project, hereinafter ("Project"), described in the Request For Proposal #17010 hereinafter ("RFP"), a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in the Re-inspection Quote for 2020, hereinafter referred ("Quote"), a copy of which is attached as Exhibit B and incorporated herein by reference.

Consultant shall provide its services pursuant to the Agreement in accordance with current accepted professional standards appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the project is located.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed One Hundred Eighty-Three Thousand, Two Hundred Seventeen Dollars and Thirty Cents ($183,217.30) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Quote. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2022, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.
ARTICLE 4- INDEMNIFICATION

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

ARTICLE 5- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain at least the following insurance:

(1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and

(2) Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and

(3) Workers’ compensation insurance, in such amounts as required by Ohio law, and Employer’s liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and

(4) Professional liability insurance, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and

(5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant and/or its employees may commit in the performance of the Services.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies, excluding workers’ compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Consultant shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE 6- TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Consultant only for those services accepted by the City.
City may terminate or suspend performance of this Agreement for City’s convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City’s convenience, upon restart, an equitable adjustment may be made to Consultant’s compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

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

ARTICLE 7- COMMUNICATIONS

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

Consultant: Transmap Corporation
5030 Transamerica Drive
Columbus, Ohio 43228
Attention: Howard Luxhoj, PE

City: City of Dayton
Department of Public Works
101 West Third Street
Dayton, Ohio 45402
Attention: Frederick M. Stovall, Director

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

ARTICLE 8- NON DISCRIMINATION

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

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

ARTICLE 9- CONFIDENTIALITY

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

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

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

ARTICLE 10- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

ARTICLE 11- GENERAL PROVISIONS

A. Waiver

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

B. Delay

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

C. Governing Law & Venue

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

D. Meetings and Evaluation

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

E. Independent Contractor

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

Consultant understands and agrees that it is not a City employee, and therefore, will not be entitled to, nor will it make any claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be solely responsible to withhold and pay all applicable local, state, federal taxes and Workers’ Compensation Insurance. Contractor is not a “public employee” for the purpose of the Ohio Public Employees Retirement System (OPERS) membership.

F. Assignment

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

G. Third Party Rights

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

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City’s Director of Public Works, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

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

I. Entire Agreement/Integration

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

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

CITY OF DAYTON, OHIO

____________________________
City Manager

TRANSMAP CORPORATION

By: __________________________
Title: President/CEO

APPROVED AS TO FORM
AND CORRECTNESS

____________________________
City Attorney

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

____________________________, 20___
Min./Bk. _______    Pg. _______

____________________________
Clerk of the Commission
February 8th, 2017

Attn: Jason Schortgen, Assistant Buyer
City Hall, Division of Purchasing, Room 514
101 West Third Street
Dayton, Ohio 45402

RE: RFP No. 170105 - Engineering Services for Pavement Inventory Summary and Software for City of Dayton Streets

Mr. Schortgen:

Thank you for allowing Transmap to propose our solutions. We are pleased to present the City of Dayton with our response to your Request for Proposal. Since our establishment in 1994, pavement and roadway asset management has been our only focus. We own our own equipment, so a sub-contractor is not needed. I have outlined some principal strengths that you will find beneficial in qualifying Transmap as the best provider for your pavement and roadway asset management needs:

- **Locality** - Ohio Engineering firm (West side of Columbus) - Corporate office 1 hour away
- **Ohio Projects** - City of Kettering, City of Huber Heights, City of Xenia, City of Dublin, City of Sandusky, Franklin County, Washington Township, Miami Township, MORPC
- **Ohio Professional Engineers** - CEO/Project Principal is a Registered Professional Engineer in the State of Ohio (#E-67242), as well as our Senior Report Analyst (#E-39571)
- **PEP Certified/MBE/SBE Vendor Partnership** - Dynotec, Inc. (Cincinnati office location)
- **Our System: Crack Map 3D** - Pavemetrics 2D/3D Laser Crack Measurement System (100% continuous coverage, every lane collected, IRI and Rut included), Intelligent Crack Index - Field Verification (QA/QC) - ASTM Pavement Condition Analysis - Customer Delivery Interface - Crack Map Orthophotography/Geodatabase - Repeatability
- **Technology Focused - Dual systems** (2 Ladybug5 30MP + HD LiDAR, ~1 million points/sec, 8,000 x 4,000 pixel resolution) - Street Level Orthophotography
- **Team** - Core team with over 21 years of experience - PhDs, PEs, and GISPs on staff
- **MicroPAVER** - Official PCI calculation - ASTM D6433-11 - Army Corps/DOD developed - Certified APWA MicroPAVER trainer - Open source policy (Non-proprietary solution)
- **GIS Focused** - Esri Public Works Solutions Partner - Web GIS reporting - Map-based analysis

Please feel free to call with any questions. I can be contacted at hluxhoj@transmap.com or on my mobile at (614) 886-4100. For a digital copy of our response, please log on to tmap.pro/DA.

Best regards,

Howard Luxhoj, PE
President and CEO
Transmap Corporation
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: Transmap Corporation
Street Address: 5030 Transamerica Drive
City, State, Zip: Columbus, OH 43228
Proposer’s Phone Number: (614) 481-6799
Proposer’s Fax Number: (614) 481-4017
Proposer’s E-mail Address: hluxhoj@transmap.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): 31-1414214
Please include your IRS Form W9 with your proposal.

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

SIGNATURE: 

PRINTED NAME AND TITLE: Howard Luxhoj, PE - President & CEO

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: **Transmap Corporation**

<table>
<thead>
<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement/Asset Management</td>
<td>23</td>
<td>15</td>
</tr>
</tbody>
</table>

If a corporation, state of incorporation: **Ohio**

**Current Pending Lawsuits:** Please provide any and 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:

**Not applicable.**

Local Office of Proposer: Office nearest to Dayton, Ohio: **5030 Transamerica Drive, Columbus, OH 43228**

Federal Identification Number (or SSN if sole proprietorship): **###-####### 31-1414214**

**Key Personnel:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Luxhoj, PE</td>
<td>President &amp; CEO</td>
<td>Address: 5030 Transamerica Drive Columbus, OH 43228</td>
<td>YES</td>
</tr>
<tr>
<td><a href="mailto:hluxhoj@transmap.com">hluxhoj@transmap.com</a></td>
<td></td>
<td>Phone: (614) 481-6799 Fax: (614) 481-4017</td>
<td></td>
</tr>
<tr>
<td>Craig Schoring, GISP</td>
<td>Vice President &amp; Account Manager</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><a href="mailto:cschorling@transmap.com">cschorling@transmap.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Crocker</td>
<td>Operations Manager</td>
<td>Contact information listed above is the same for all personnel.</td>
<td>NO</td>
</tr>
<tr>
<td><a href="mailto:ccrocker@transmap.com">ccrocker@transmap.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tony Manch, PE</td>
<td>Senior Reporting Analyst</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><a href="mailto:tmanch@transmap.com">tmanch@transmap.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claire-Louise Bode</td>
<td>GIS Specialist</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><a href="mailto:cbode@transmap.com">cbode@transmap.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Company Profile and Background

Location and Local Office of Proposer
Company Headquarters: 5030 Transamerica Drive, Columbus, Ohio 43228

Transmap’s corporate office location is one hour from the City of Dayton.

Contact Name: Howard Luxhoj, PE - President & CEO
Phone: (614) 481-6799
Fax: (614) 481-4017

Primary Business
Our only focus has been city and county pavement and roadway asset management since 1994. Transmap has been an Ohio registered engineering company for over 23 years. Our President and CEO/Project Principal is a registered Professional Engineer in the State of Ohio (E-67242). We currently have 15 employees.

Legal Make-Up
Corporation.

Officers of the Company
- Howard Luxhoj, PE - President and CEO
- Craig Schorling, GISP - Vice President

Lawsuits
Not applicable.

Tax Statement
Transmap is not delinquent on any local, state, or federal taxes.

Company Profile
Transmap is a national provider of professional, technical, and management support services to the transportation industry. The focus of Transmap’s services is directed towards city-owned and county-owned transportation systems in order to provide the highest quality infrastructure management solutions. Transmap specializes in the mobile data collection, processing, analysis and inventory of roadway assets (e.g., pavement condition and traffic signs).

Transmap was founded in 1994 by Dr. Kurt Novak as a spin-off from The Ohio State University’s Center for Mapping. Transmap graduated from the business incubator at the university, Tech Columbus, in 2002. This experience has led to Transmap’s recognition as a leading innovator in the mobile mapping, public works and infrastructure management arenas for over 23 years.

Like any truly successful firm, Transmap’s people are the leading reason behind its success. From ownership down to staff personnel, Transmap’s team consists of Professional Engineers (PEs), professionals holding advanced degrees in physical sciences (PhDs), Geographic Information Systems Professionals (GISPs), and experienced technical professionals to deliver the highest quality solutions. Customer experience is paramount at Transmap. With a highly effective and experienced project management team, Transmap provides an incomparable customer-centric approach to implementing desired outcomes.

The technologies and equipment utilized for Transmap’s operations are state of the art and regularly updated to exceed industry standards. With its fleet of mobile mapping vehicles, high definition imagery in conjunction with vehicle-based LiDAR, web-based implementation, and an emphasis on green operations, Transmap is a progressive specialist for any modern, urban or rural environment. Due to a long-standing Public Works Solutions Partnership with Esri, Transmap is extremely well-versed in Geographic Information Systems (GIS), and how to best utilize GIS tools in the infrastructure management needs of its customers. With an increasingly changing software environment, Transmap’s open source policy allows for data to be seamlessly implemented into dozens of software systems.
### Key Personnel Information

#### Primary Contact Information
Craig Schorling, GISP - Vice President  
5030 Transamerica Drive  
Columbus, OH 43228  
Office: 614.481.6799  
Mobile: 614.537.6297  
cschorling@transmap.com

#### Backup Contact Information
Chris Crocker - Operations Manager  
222 W. Merchandise Mart Plaza, Suite 1225  
Chicago, IL 60654  
Mobile: 614.481.6799  
crcrocker@transmap.com

### Project Team Chart

<table>
<thead>
<tr>
<th>Transmap Team Member</th>
<th>Role</th>
<th>Years of Experience</th>
<th>Degree</th>
<th>Data Collection</th>
<th>Condition Assessment</th>
<th>Esri Integration</th>
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</thead>
<tbody>
<tr>
<td>Howard Luxhoj, PE</td>
<td>President and CEO</td>
<td>21</td>
<td>B.S. Environmental Engineering - The Ohio State University</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Craig Schorling, GISP</td>
<td>Vice President, Account Manager</td>
<td>24</td>
<td>B.A. Geography, Minor in Business State - University of New York At Albany</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Chris Crocker</td>
<td>Operations Manager</td>
<td>11</td>
<td>B.S. Geographic Information Science - Ohio University</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Tony Manch, PE</td>
<td>Senior Reporting Analyst</td>
<td>44</td>
<td>B.S. Civil Engineering - The Ohio State University</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Claire-Louise Bode</td>
<td>GIS Specialist</td>
<td>4</td>
<td>B.S. Geography - The Ohio State University, M.S. Applied Geography - University of Louisville</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(9) GIS/Field Technicians</td>
<td>GIS/Field Operations</td>
<td>1-5</td>
<td>A variety of Bachelor degrees including GIS and Geography</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
Key Project Team Member Highlights
We have over 23 years of pavement and roadway asset management experience. Transmap’s management staff has been working together for 21 years. We are MicroPAVER Trainer Developers. We’re also an Esri Public Works Partner and the only vehicle-based asset management company hired by Esri to collect roadway and pavement infrastructure data.

Howard Luxhoj, PE - Howard is the President/CEO and Project Principal of Transmap. He provides extensive engineering and transportation experience for each project. Howard has over 21 years of experience and is a Professional Engineer.

Craig Schorling, GISP - Craig is the Vice President and Account Manager of Transmap. Craig provides excellent experience in a management capacity and has over 24 years of experience using and developing GIS tools.

Chris Crocker - As Operations Manager, Chris has over 11 years of experience. He is responsible for all QA/QC of GIS, pavement data, pavement technicians, and project schedules. Chris is also in charge of Transmap’s map creation and development.

Anthony Manch, PE - Anthony is our Senior Reporting Analyst and is in charge of pavement reporting for Transmap. He has over 44 years of pavement management experience.

Claire-Louise Bode - As our GIS Specialist, Claire-Louise is in charge of all QA/QC of asset deliveries (signs, signals, linear, etc.) and leads the team in making GIS and maps deliverables, including joining Pavement Condition Index (PCI) values to client centerline files and formatting the centerline files for pavement management. She coordinates the centerline files to insure our mapping vehicle collects all data on our client’s roads. Claire-Louise also creates PCI maps for delivery and assists in creating and cleaning our client’s pavement networks.

Key Project Team Resumes
The resumes for Transmap’s project team members, as well as Dynotec Inc.’s Senior Project Manager and Project Manager can be found in the "Resumes/Certifications" section at the end of this response.
Proposal Response

Project Approach
Transmap has read and understands the tasks described in the City of Dayton’s Request for Proposal. We believe our approach and plan for this project would be the most beneficial to the City of Dayton because our only focus has been pavement and roadway asset management for over 23 years. Unlike other vendors, Transmap makes actual measurements.

Pavement Management Collection and Evaluation

Project Setup: Kick-off Meeting
Transmap will hold a kick-off meeting on-site at the City of Dayton. A Transmap representative will be on-site at this meeting. The kick-off meeting will contain a discussion of expectations for the project. The topics discussed at the kick-off meeting will include, but not be limited to, a project overview, scope, methodology, schedule, budget, project team, risk management, communication/public involvement, and review of street sectioning.

Pavement Management System (Overview)
Transmap offers a total pavement management solution that we call Crack Map 3D. Crack Map 3D is based on a Hybrid Approach for data collection and assessment, employing cutting edge hardware and software. Clients benefit from robust reporting of pavement condition data fully integrated into a GIS. We offer on-site support and customized training based on your specific needs. Please read the next section for details on how Crack Map 3D will provide the best solution for your project and exceed your expectations. The flowchart below shows how Transmap will conduct this pavement management project for the City of Dayton.

Crack Map 3D Core Principles

Crack Map 3D (Detailed Description)
This unique approach to pavement management was exclusively developed by Transmap. Crack Map 3D exceeds industry standards and provides our customers with a reliable and robust solution to pavement management. Furthermore, this unique approach generates real savings and improves efficiencies in public works and highway departments throughout the USA. Crack Map 3D combines the following 4 components to create a smooth system: 2D/3D Laser Crack Measurement System (100% Coverage), Field Verification (QA/QC), ASTM Pavement Condition Analysis, and Customer Delivery Interface.

tmap.pro/DA
2D/3D Laser Crack Measurement System (100% Coverage)

Advanced Inspections: Pavemetrics Laser Crack Measurement System (LCMS) Transmap’s ON-SIGHT™ vehicle is equipped with the newest Laser Crack Measurement System (LCMS), which uses laser line projectors, high speed cameras, and advanced optics to acquire high resolution 3D profiles of the road.

LCMS Features: LCMS Models and Delivery
The LCMS continuously captures detailed surface conditions while in motion. The image capture is made of 4m width and 10m length images that are collected constantly as the vehicle moves down the road. Transmap will drive in both directions (all lanes) for a complete (100%) view of all surface distresses and can deliver a complete Crack Map of surface distress data. A Crack Map shows the cracking of a road over a .jpeg image. The images can be viewed as a link in the Esri (GIS) system.

100% Analysis of Roadway
Transmap collects automated, continuously measured pavement. We will provide the areas for street segments in square yards and lane miles. We survey 100% of every segment, both directions. Transmap’s system collects and reports cracks. Our pavement evaluators review each street segment, using LCMS polygons and crack map orthophotography, to categorize the cracks following ASTM D6433-11 requirements.

Pavement Measuring Tool
Transmap collects 100 percent of your network and uses the ASTM method to load distress data into the system (100% continuous coverage, every lane collected). Transmap delivers a crack GIS file of all lanes and roads.

VS.

Transmap: 100% continuous coverage of all lanes

tmap.pro/DA
LCMS 3D Analysis
Transmap can deliver a complete Crack Map depicting the 3D characteristics of the surface distress data, including depth. We also collect all slope and cross slope data. An example of our pavement data viewer with cross slope data is pictured to the right and slope data pictured below.

ON-SIGHT™ HD Imaging Deliverable
Transmap’s images are open source. The LCMS images, as a deliverable, provide our customers with cracking data, along with our panoramic 8,000 x 4,000 pixel resolution images. Our online panoramic image viewer is pictured to the right.

QC for ON-SIGHT™ HD Imaging
Transmap performs daily quality control checks for all ON-SIGHT™ HD data. Each day, the GPS data is processed, reviewed, and backed up. If the results do not meet our standards, the GPS data will be re-collected the following day. On any given day, the ON-SIGHT™ HD data is processed and ready for delivery.

Roughness and Rutting Data
The International Roughness Index (IRI) will be captured using ASTM E1926 standards. The rutting data will be collected for the left wheel track, the right wheel track, and the average of the two wheel tracks in a manner that meets all ASTM E950 standards.

The equipment captures continuous pavement data as the vehicle drives along a roadway. The 4,000+ points of our combined lasers are far more advanced than a typical 3 or 5 point laser. The rutting depth will be delivered as a minimum, maximum, and average per wheel path and the IRI data will be delivered as a value over the whole section of pavement. The IRI data represents the total anticipated vertical movement a vehicle would experience over a given stretch of road.
Other vendors use the lesser solution; Transmap's solution is to cover the entire road.

Both the rutting and IRI data will be collected and delivered as an average for each line segment as attributes in the GIS file. "Your IRI values are exactly where they should be. Generally, we see a run that is a little different than the others, but all ten of these are dead on. These are the most repeatable profiles that I have seen...you are extremely repeatable. You just don’t get much better than that." - Ohio Department of Transportation (ODOT) Representative

City of Kettering, Ohio - Pavement IRI Data
Calibration Table (Quality Assurance/Quality Control of Profiler)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Calibration</td>
<td>Performed to calibrate the distance measurement instrument - Performed every 1-2 weeks</td>
</tr>
<tr>
<td>Validation Object</td>
<td>Performed to ensure the accuracy of each height sensor on the profiler - Performed every 2-3 weeks</td>
</tr>
<tr>
<td>Laser Calibration</td>
<td>Performed to mathematically compute the optimum levelness of the laser sensors mounted on the vehicle - Performed whenever a sensor is added, changed, or removed from the vehicle</td>
</tr>
<tr>
<td>Accelerometer Calibration</td>
<td>Performed to cancel out the effect of weight shifting in the van - Performed every day and/or whenever there is a shift of weight change in the vehicle</td>
</tr>
<tr>
<td>Accelerometer Repeatability</td>
<td>Performed before the start of every project by running an ODOT IRI test area 10 times to test the repeatability of the IRI system</td>
</tr>
</tbody>
</table>

Network Creation
Transmap will set up the GIS centerline for the City for loading into the software. We will also collect any historical data on M&R and construction dates of the client's road network. This information is vital to establishing accurate pavement curves that are modeled on the client's roads.

Pavement Distress Analysis (ASTM D6433)
Typical ASTM D6433 distresses will be extracted, along with severity. Our distress analysis also includes surface type, ride quality, and average segment road width. Our robust quality control procedures ensure that the measurements comply with ASTM D6433 standards. Transmap is a turnkey solution provider. All data is loaded into MicroPAVER and the PCI value is joined to the client's GIS centerline file.

In addition to web hosted LCMS imagery, Transmap can deliver rectified MrSID compressed pavement scans that are project-wide. The pavement crack data is stored in a database, which includes the width, depth, and ASTM (low, medium, high) severity levels, assisting in the pavement measuring process. A current customer's crack geodatabase is pictured below, depicting active linked crack data that is used for in-house analysis.
The image below is a MrSID compression file of LCMS data displayed in map format. Any distress picked up from the LCMS laser measurements is superimposed onto the .jpeg images and then laid flat on the centerline.

The ASTM severity level standards are displayed in colors over the exact location of the cracks to easily distinguish between different severities of the pavement.

ASTM Pavement Condition Analysis
We understand the City of Dayton currently has eRoad software. Transmap recommends using MicroPAVER pavement software, which is the official PCI calculation developed by the Army Corps of Engineers. eRoad software offers the ability to export into a MicroPAVER format.

MicroPAVER Pavement Management Software System
Transmap’s system-wide solution for pavement management is MicroPAVER. MicroPAVER provides pavement management capabilities to develop and organize pavement inventory, assess the current condition of pavements, develop models to predict future conditions, report on past and future pavement performance, develop scenarios for M&R based on budget or condition requirements, and plan projects. The following is a brief overview of MicroPAVER’s components and capabilities.

Inventory
MicroPAVER inventory management is based on a hierarchical structure composed of networks, branches, and sections, with the section being the smallest managed unit. This structure allows users to easily organize their inventory while providing numerous fields and levels for storing pavement data. Transmap will provide the City with an Esri format file including but not limited to the PCI, road name, surface type, lane miles, area, length, from street and to street, and will be linked to the Segment ID supplied by the City.

PCI Calculations
To assess pavement condition, MicroPAVER uses the Pavement Condition Index (PCI) as its primary standard. The PCI measures pavement condition on a scale from 0 (worst) to 100 (best). ASTM has adopted the PCI as standard practice for roads (D6433).

Condition Analysis
The Condition Analysis feature allows users to view the condition of the entire pavement network or any specified subset of the network. This feature reports past conditions based on prior interpolated values between previous inspections, as well as projected conditions based on prediction models. In MicroPAVER, conditions can be viewed as GIS maps in addition to tables and graphs.
Open Source Policy
With an increasingly changing software environment, Transmap’s open source policy allows for data to be seamlessly implemented into any software system.

Field Verification (QA/QC)
Transmap’s official walkout QA/QC expert has over 11 years of pavement analysis experience and does not make the initial measurements. We use our crack intelligence (pictured to the right) to see where the system recorded no cracks or excessive cracks. Transmap’s data displays LCMS polygons continuously down the road that record every crack in the system. We have written proprietary algorithms that code for standard deviation between how many cracks were collected and what the final PCI is for each section. Transmap’s QA/QC process ensures that the final data delivery will meet the requirements established by the City of Dayton’s project.

Customer Delivery Interface

Esri Developer
Transmap is an Esri Public Works Partner and Developer. We are the only vehicle-based pavement and asset management company hired by Esri to collect roadway infrastructure data. **Transmap incorporates all collected pavement and asset data in the client’s existing GIS.**

ArcGIS Online
Transmap can host our client’s data on our servers for easy access over the internet. This allows for multiple users to view and use the data in their web browser. The City will own all of the data. Using the LCMS, each 4 x 10 meter box has crack intelligence (pictured in our ArcGIS Online crack map viewer to the right) built in and can be displayed in your GIS. From zero cracks to several cracks, the intelligence will provide information on where to look for cracks or where no cracks were detected. **"This is fantastic... Transmap is doing some amazing stuff." - David Totman, Esri’s Public Works Industry Manager**

On-Site Pavement Boot Camp
Transmap has successfully managed boot camps for many customers. During the boot camp, we will review any current Maintenance and Rehabilitation (M&R) practices that the City is using. The main focus will be to gather information on M&R practices and pricing. The boot camp will be the foundation for the reporting task, which will be specific to the City’s needs.

11
tmap.pro/DA
Robust Reporting: Maintenance & Repair Activities
All factors used in determining the M&R or construction activity (to apply or the costs to use) can be configured to reflect your pavement management practices and costs. Work plan options include determining budget consequences, eliminating M&R backlog in a specific number of years, maintaining Current Area Weighted PCI, and reaching Preferred Area Weighted PCI. M&R work planning is used to see the effects of different budgets and work plans on future conditions.

Transmap’s reporting always includes easy-to-interpret tables and maps. The table below is an example from our December 2015 project report for Evansville Metropolitan Planning Organization, Indiana.

<table>
<thead>
<tr>
<th>Agency</th>
<th># of Miles</th>
<th>Network Cost</th>
<th>Fix Everything</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evansville</td>
<td>553</td>
<td>$719 Million</td>
<td>$65,460,771</td>
</tr>
<tr>
<td>City of Henderson</td>
<td>119</td>
<td>$155 Million</td>
<td>$7,422,885</td>
</tr>
<tr>
<td>Warrick County</td>
<td>642</td>
<td>$835 Million</td>
<td>$36,369,301</td>
</tr>
<tr>
<td><strong>Vanderburgh County</strong></td>
<td><strong>514</strong></td>
<td><strong>$668 Million</strong></td>
<td><strong>$27,480,676</strong></td>
</tr>
<tr>
<td>Henderson County</td>
<td>747</td>
<td>$971 Million</td>
<td>$15,015,827</td>
</tr>
<tr>
<td><strong>MPO Total</strong></td>
<td><strong>2,575</strong></td>
<td><strong>$3.3 Billion</strong></td>
<td><strong>$151,749,460</strong></td>
</tr>
</tbody>
</table>

Below are budget chart examples specific to Vanderburgh County, IN.

**Annual Budget: $1.0M**

**Annual Budget to Hold PCI: $2.45M**

On-Site MicroPAVER Software Training
Transmap uses the only APWA certified trainer, Scott McDonald, to train all of our clients. A representative from Transmap who has completed advanced MicroPAVER training will be on-site speaking about the data Transmap collected.

The City can obtain a Professional Development Credit (PDH) from completing the training. The training will happen after collection activities, so all of it will be based on the City's data. The certificate to the right is from our MicroPAVER training session with Evansville Metropolitan Planning Organization (EMPO), IN.

Optional Council and Mayor Presentations
Transmap can help you prepare your budgets and even present our findings at a council meeting. Most recently, Transmap performed a Council Workshop for the Evansville MPO, Indiana. (Note: The City of Wilmington, North Carolina received a $22 million dollar bond over four years because of Transmap's reporting and analysis.)

Communications
We will provide the City of Dayton's Project Manager with monthly and milestone reports, as well as informal communications on a day-to-day or every-other-day basis. Transmap encourages the City to contact our references regarding our reliable services.

tmap.pro/DA
Roadway Asset Management - Dual Systems
Transmap uses state-of-the-art LiDAR imagery, which is part of our ON-SIGHT™ Mobile Mapping System, to collect roadway assets.

The ON-SIGHT™ Mobile Mapping System Right-of-Way (ROW) images on both sides of each roadway will be captured for a 360-degree view of the road.
- 100% coverage of every through lane
- Twelve total asset cameras (two Ladybug5 camera systems)
- 8,000 x 4,000 pixel resolution
- Street level orthophotography

High Definition LiDAR (Velodyne)
- High definition LiDAR sensor
- ~1,000,000 points of data every second
- Used to determine roadway asset locations and characteristics

Requested ROW Asset Collection
We have been collecting roadway assets for over 23 years. Transmap understands the City requests the collection and evaluation of the following assets: pavement markings, curbs and sidewalks, ADA ramps, and signs. Transmap will incorporate all roadway asset data collected into Esri format to provide to the City. The following pages include details about each roadway asset collection requested by the City of Dayton.

tmap.pro/DA
Pavement Markings Collection and Evaluation
Transmap will provide a pavement marking and striping condition survey as part of the pavement data collection. The information gathered will include type of material marking, length of the striping, type of marking, and the condition of the marking. The viewer to the right demonstrates collected pavement markings for the City of Kettering, OH.

Curb and Sidewalk Collection and Evaluation
We have vast experience collecting and evaluating curb and sidewalk data for our customers. The information gathered will include length of the curb, area of the sidewalk, condition of the sidewalk, and condition of the curb. The collected curb data and statistics for the City of Dublin, OH are pictured to the right.

ADA Ramp Collection and Evaluation
Transmap will collect ADA ramps for the City. We have created an ADA ramp collector app (pictured to the right) to accurately collect and evaluate the roadway asset.

Transmap will be partnering with Dynotec, Inc. (Certified PEP, DBE, and SBE) to perform the ADA compliance assessment. Dynotec, Inc. has a Cincinnati office location.
Sign Collection and Evaluation
Transmap will collect sign data including the condition and type of each sign. The image below is a screen capture of our asset viewer (displaying signs only) for the City of Huber Heights, Ohio.

Optional - Additional ROW Asset Collection
In addition to providing the client with the complete pavement management solution and roadway asset collection previously mentioned, Transmap can inventory other roadway assets that would provide cost savings for the City. Other possible roadway assets include gutters, speed humps, traffic islands, trees, speed limits, drainage structures, parking lots, asphalt paths, and school zones, etc. If the City would like, we can also complete an MUTCD Nighttime Sign Assessment to test retroreflectivity.

Transmap runs all camera systems, pavement (LCMS) and dual asset (Ladybug5 and LiDAR), for every project at no additional cost. If the City would like roadway asset data extracted at a later date, Transmap can complete the task without re-mobilizing to the City.

Street Level Orthophotography
Transmap can easily acquire the location and type of each asset through our street level orthophotography. We have the unique capability to turn our panoramic images into street level orthophotography to extract roadway assets. With our partner LizardTech, Transmap uses GeoExpress to compress our street level orthos into MrSID files, which saves storage space, time, and money.

Street Level Orthophotography (Used for roadway asset extraction)

tmap.pro/DA
Optional Trail and Bikeway Collection with System 6
Transmap's brand new mobile mapping technology (System 6) allows for the data collection of areas that are not usually accessible with our mapping vehicle, such as trails and bikeways. This system is also equipped with one Ladybug5 and two high definition Velodyne LiDAR systems. Our System 6 collects extensive LiDAR and imagery of these hard to access routes, so assets and slope/cross slope data can be extracted from trails.

System 6 with Ladybug5 and LiDAR

Statement of Exceptions

Transmap takes no exceptions to the requirements of this RFP, including the City Standard Terms and Conditions.
References

We believe our approach and plan for this project would be the most beneficial to the City of Dayton because our only focus has been pavement and roadway asset management for over 23 years.

Recent Pavement/Roadway Asset Management Projects

<table>
<thead>
<tr>
<th>City of Kettering, OH</th>
<th>City of Greenville MPO, NC</th>
<th>Putnam County, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Huber Heights, OH</td>
<td>Greenville County, SC</td>
<td>Pasco County, FL</td>
</tr>
<tr>
<td>City of Xenia, OH</td>
<td>Oconee County, SC</td>
<td>City of Clearwater, FL</td>
</tr>
<tr>
<td>City of Dublin, OH</td>
<td>City of Greer, SC</td>
<td>City of Shreveport, LA</td>
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<td>City of Sandusky, OH</td>
<td>City of Alexandria, VA</td>
<td>City of St. Charles, MO</td>
</tr>
<tr>
<td>Washington Township, OH</td>
<td>City of Richmond, VA</td>
<td>City of Bozeman, MT</td>
</tr>
<tr>
<td>Franklin County, OH</td>
<td>City of Newport News, VA</td>
<td>City of Baytown, TX</td>
</tr>
<tr>
<td>Allegheny County, PA</td>
<td>Louisville Metro Government, KY</td>
<td>City of Corpus Christi, TX</td>
</tr>
<tr>
<td>Silver Spring, PA</td>
<td>City of Boca Raton, FL</td>
<td>City of Killeen, TX</td>
</tr>
<tr>
<td>City of Rochester, NY</td>
<td>City of Hollywood, FL</td>
<td>City of Conroe, TX</td>
</tr>
<tr>
<td>Town of Greenburgh, NY</td>
<td>City of Live Oak, FL</td>
<td>City of El Paso, TX</td>
</tr>
<tr>
<td>Erie County, NY</td>
<td>City of Cooper City, FL</td>
<td>City of Midland, TX</td>
</tr>
<tr>
<td>City of Buffalo, NY</td>
<td>City of Delray Beach, FL</td>
<td>City of Schertz, TX</td>
</tr>
<tr>
<td>City of Watertown, NY</td>
<td>City of Pompano Beach, FL</td>
<td>City of Sammamish, WA</td>
</tr>
<tr>
<td>Jefferson County, NY</td>
<td>City of Coral Springs, FL</td>
<td>City of SeaTac, WA</td>
</tr>
<tr>
<td>Lewis County, NY</td>
<td>City of Stuart, FL</td>
<td>City of Shoreline, WA</td>
</tr>
<tr>
<td>Evansville MPO, IN</td>
<td>Escambia County, FL</td>
<td>Kings County, CA</td>
</tr>
<tr>
<td>City of Ann Arbor, MI</td>
<td>Manatee County, FL</td>
<td>City of Hanford, CA</td>
</tr>
<tr>
<td>City of Rockford, IL</td>
<td>Martin County, FL</td>
<td>City of Fresno, CA</td>
</tr>
<tr>
<td>City of Durham, NC</td>
<td>City of Palm Bay, FL</td>
<td>City of Santa Barbara, CA</td>
</tr>
<tr>
<td>Town of Carolina Beach, NC</td>
<td>City of Sarasota, FL</td>
<td>City of Rialto, CA</td>
</tr>
<tr>
<td>Town of Cary, NC</td>
<td>Town of Davie, FL</td>
<td>City of Simi Valley, CA</td>
</tr>
<tr>
<td>City of Wilmington, NC</td>
<td>Osceola County, FL</td>
<td>City of Rancho Cordova, CA</td>
</tr>
</tbody>
</table>

Schedule

Transmap has the unique capability to shift project personnel according to specific timelines. Some of our current projects are long-term, repeat customers, who allow us to adjust schedules. Therefore, we will allocate the most qualified engineers and technicians to complete this project well within your timeline. Since this type of collection and GIS implementation is all Transmap does, we do not foresee any issues, other than weather, that would prevent us from meeting the City of Dayton’s schedule.

Project Profiles

The following pages consist of project profiles for similar completed projects which include references and contact information. Transmap’s Key Project Team worked together on all of these projects. We have included Dynotec, Inc. project profiles in this section, as well.
**EXHIBIT B – REFERENCES FOR PROPOSING COMPANY**

Name of Proposing Company: **Transmap Corporation**

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17010S. Do not use the City of Dayton as a reference.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
<th>Project Name</th>
<th>Project Schedule</th>
<th>Completed on time: YES [ ] NO [ ] If NO, provide a supplemental document explaining details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin County, Ohio</td>
<td>970 Dublin Road, Columbus, OH 43215</td>
<td>Mike Meeks, PE</td>
<td>(614) 525-3030</td>
<td>(614) 462-3065</td>
<td><a href="mailto:mmeeks@franklincountyengineer.org">mmeeks@franklincountyengineer.org</a></td>
<td>Pavement and Roadway Asset Management</td>
<td>Complete</td>
<td>YES [ ] NO [ ] If NO, provide a supplemental document explaining details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
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<th>Project Name</th>
<th>Project Schedule</th>
<th>Completed on time: YES [ ] NO [ ] If NO, provide a supplemental document explaining details</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Kettering, Ohio</td>
<td>3600 Shroyer Road, Kettering, OH 45429</td>
<td>Chad Ingle, PE, PS</td>
<td>(937) 296-2436</td>
<td>(937) 296-3234</td>
<td><a href="mailto:chad.ingle@ketteringoh.org">chad.ingle@ketteringoh.org</a></td>
<td>Pavement and Roadway Asset Management</td>
<td>Complete</td>
<td>YES [ ] NO [ ] If NO, provide a supplemental document explaining details</td>
</tr>
</tbody>
</table>
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY (continued)

Name of Proposing Company: Transmap Corporation

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17010S. Do not use the City of Dayton as a reference.

Company Name: City of Wilmington, North Carolina
Address: 305 Chestnut Street, 5th Floor, Wilmington, NC 28402
Contact Person: Jay Carter, Project Manager
Telephone Number: (910) 341-7899 Fax Number: (910) 341-7880
Email Address: jay.carter@wilmingtonnc.gov
Project Name: Pavement and Roadway Asset Management
Project Schedule: Complete Completed on time: YES [ ] NO [ ] If NO, provide a supplemental document explaining details.
CLIENT REFERENCES:

Mike Meeks, PE
Traffic Engineer
970 Dublin Road
Columbus, OH 43215
(614) 525-3030
mmeeks@franklincountyengineer.org

Jamie Tickle, PE
Project Manager
(614) 525-3839
jtickle@franklincountyengineer.org

**Project Cost:** $47,000.00

"Transmap has been an integral part of our county-wide sign replacement program. Their services and technical support assisted us in completing our project on time and within budget."

Mike Meeks, PE

---

**Franklin County Engineer's Office**
Franklin County, Ohio

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**Online Pavement Data Viewer**

**Sign Management**
- 7,050 signs replaced
- Approximately 1,500 signs removed and not replaced
- Received $302,000 over the five years covering about 60% of actual cost of the project

Franklin County was separated into five zones and five phases:

**Phase I – 2003:** Northwest Section
**Phase II – 2004:** Northeast Section
**Phase III – 2005:** Southeast Section
**Phase IV – 2006:** Southwest Section
**Phase V – 2007/2008:** Central Section

- Produced an image database of all signs on County roads and a geodatabase of sign locations with MUTCD codes
- PDF files produced for work order management
- Each zone is updated every two years by Transmap
- FCEO uses blanket replacement to track sign retroreflectivity in order to be 2012 MUTCD compliant

**Pavement Management**

**Phase 1 - 2013:** Transmap successfully inventoried 289 centerline miles of County roads with our mobile mapping vehicle, which utilizes our Ultra HD imaging system and ground-based LiDAR.

**Phase 2 - 2014:** Transmap inventoried an additional 375 centerline miles of Franklin County’s roads.

- Pavement analysis data was formatted and loaded into MicroPAVER to produce PCI values
- Tabular data and GIS maps were used to produce a preventative maintenance plan
- An ArcGIS Online site was set up with all images and distress data loaded, so the County can view their data in a cloud environment
- Data collection included advanced inspections (pavement profiler)

**Snow Plow Routing Updates**

**2012-2014:** Transmap has updated and produced snow plow routing/snow fence maps in the GIS for Franklin County “snow fighters.” A bound routing book is produced for each snow plow.
City of Kettering
Kettering, Ohio

CLIENT REFERENCE:
Chad Ingle, PE, PS
Engineering Department
3600 Shroyer Road
Kettering, OH 45429
(937) 296-2436
chad.ingle@ketteringoh.org

Project Cost: $55,541.02

Robust Reporting:
Maintenance and Rehabilitation Breakdown

ArcGIS Online Pavement Data Viewer

"I give Transmap a 9 out of 10 for their quality of work, ability to maintain the project schedule, ability to maintain project costs, and the ability to manage risks and unexpected project circumstances."

Chad Ingle, PE, PS

2016: Transmap performed a re-inspection of the City's pavement and is collecting data for assets including signs, pavement markings, pavement striping and curbs.

2014: Transmap performed a sign data extraction on all City signs.

2012: Transmap successfully inventoried 274 miles of pavement distresses. Transmap used ASTM Standards for collecting pavement distress data. The distress data was loaded into MicroPAVER to produce PCI values. Transmap will be updating PAVER with the City's maintenance & rehabilitation treatments annually.

Transmap set up an ArcGIS Online site with all images and distress data loaded so the City of Kettering could view their data in a cloud environment.
The City of Wilmington received a $22 million bond over 4 years because of Transmap’s reporting and analysis.

(Note: The City of Wilmington was receiving $750,000 per year before Transmap’s analysis.)

“The asset survey completed by Transmap provided data that has proven essential to the development and implementation of the City’s Sign Management System required to meet the FHWA requirements.”

Randall Glazier
Sign and Marking Engineer
CLIENT REFERENCE:

Hanane Eisentraut, PE
Civil Engineer
6131 Taylorsville Road
Huber Heights, OH 45424
(937) 237-5811
HEisentraut@hhoh.org

Project Cost: $42,592.73

"I just want to thank you for being responsive, professional, prompt with your work, and for helping us look for ways to make better decisions and keep our project cost effective."

Hanane Eisentraut, PE

2016: Transmap is currently updating the City’s pavement management system by using our 4K Laser Crack Measurement System (LCMS) and ground-based LiDAR to capture detailed roadway distresses. All collected data will be run through MicroPAVER to produce PCI values and images and data will also be posted onto the City’s ArcGIS Online site.

2012: Transmap provided Falling Weight Deflectometer (FWD) testing on roads that were deemed to have possible structural failure.

2011: Transmap used our existing image data set to extract signs and signals within the City limits. This also includes signs and signals on ODOT roads within the City limits.

2010: Transmap successfully inventoried 165 miles of pavement distresses for the City of Huber Heights. The collected data was loaded and analyzed in MicroPAVER to make objective decisions on pavement rehabilitation projects. Transmap also built a Linear Reference System (LRS) to support the collection of curb types and curb distress locations throughout the City.

Non-destructive structural analysis testing with the Falling Weight Deflectometer (FWD) on 40 miles of roadway was also provided. The FWD is a standard nondestructive deflection test used to simulate the load from a moving tire.

A two day training class was lead on how to use MicroPAVER. This class counts as professional development hours.
CLIENT REFERENCE:

Robert Taylor
Infrastructure Asset Management Engineer
6555 Shier Rings Road
Dublin, Ohio 43016
(614) 410-4775
rjtaylor@dublin.oh.us

Project Cost: $55,571.10

2015: Transmap performed an extensive pavement analysis for the City of Dublin’s 310 centerline miles of roadway. A detailed condition survey was provided by executing the following tasks for the City:

- Updated the City’s pavement condition details for inclusion into RoadManager
- Recorded severity and extent of distress for each roadway section
- Included roughness and rutting data for calculation of IRI
- Completed raw roadway data and image capture using 360 degree image views of all roadways using dedicated ROW cameras and ground-based LIDAR
- Used ASTM E950 profilometer and processed all rutting and ride collected data
- Detailed surface distress analysis using Crack Map 3D approach, which involves using a combination of lasers, 2D/3D images and field walkouts
- Extracted locations of curbs and gutters on all roads in the project area using HD images
- Project management included staff allocation, a project tracking web site, phone calls, overall project coordination and updates, and on-site meetings.
- Reporting (tabular and map-based, budget scenarios)
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: DYNOTEC, INC.

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17010S. Do not use the City of Dayton as a reference.

Company Name: CITY OF COLUMBUS DEPT. OF PUBLIC SERVICE
Address: 50 W. Gay Street Columbus, OH 43215-9005
Contact Person: Paul Chilton, PE, Project Manager
Telephone Number: (614) 645-0411 Fax Number: Fax: (614) 645-7805
Email Address: prchilton@columbus.gov
Project Name: BRENTNELL AVENUE SIDEWALK IMPROVEMENTS
Project Schedule: Completed on time: YES [✓] NO [   ] If NO, provide a supplemental document explaining details.

Company Name: CITY OF COLUMBUS DEPT. OF PUBLIC SERVICE
Address: 50 W. Gay Street Columbus, OH 43215-9005
Contact Person: Jonathan Koester, PE, Project Manager
Telephone Number: (614) 645-8125 Fax Number: Fax: (614) 645-7805
Email Address: jmkoester@columbus.gov
Project Name: DAWNLIGHT AVENUE IMPROVEMENTS
Project Schedule: Completed on time: YES [   ] NO [✓] If NO, provide a supplemental document explaining details.

Completion of design was delayed due to the City of Columbus-DPS reconsidering projects specs with regards to full-depth vs. resurfacing.
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY (continued)

Name of Proposing Company: DYNOTEC, INC.

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17010S. Do not use the City of Dayton as a reference.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>CITY OF COLUMBUS DEPT. OF PUBLIC SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>50 W. Gay Street Columbus, OH 43215-9005</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Cristina L. Parady, Project Manager</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(614) 645-5463</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>Fax: (614) 645-7805</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:clparady@columbus.gov">clparady@columbus.gov</a></td>
</tr>
<tr>
<td>Project Name:</td>
<td>CREATIVE CAMPUS IMPROVEMENTS</td>
</tr>
<tr>
<td>Project Schedule:</td>
<td><em>Completed on time: YES [✓] NO [ ] If NO, provide a supplemental document explaining details.</em></td>
</tr>
</tbody>
</table>
City of Columbus – ‘Discovery District’

CREATIVE CAMPUS IMPROVEMENTS

Columbus, Ohio

The Creative Campus Project was inspired by the vibrant cultural neighborhood created by the recent additions to the “Discovery District,” which encompasses the Columbus College of Art and Design (CCAD), Columbus State Community College, and the Columbus Museum of Art. The goal of the project is to develop an interconnected and active Creative Campus through the use of natural open space, new streetscapes, multi-use pedestrian and bike paths, and a mixed-use infill.

Dynotec provided roadway and streetscaping design services encompassing new sidewalks (including sidewalks with raised intersections for pedestrian safety), ADA-compliant curb ramps, and multi-use paths, as well as surveying services in preparation for the design work in the Creative Campus area. Dynotec’s team of surveyors were responsible for the topographic mapping of over 6,100 feet of roadway near CCAD and Columbus State campuses, which included an extensive utility survey based on field marking by the subcontractor using subsurface utility exploration (SUE) level A.

Dynotec’s results will help the City of Columbus in its quest to make The Creative Campus more pedestrian friendly and to assist the ongoing Downtown Revitalization initiative.
Dynotec was the lead consultant for the 4-year, “on call” Urban Infrastructure Recovery Fund contract for the City of Columbus. This contract encompassed eight separate jobs or task orders: 1) Southern Gateway Power Relocation, 2) Livingston Avenue Survey, 3) Clock Installation at Gay Street & N. High Street, 4) Brentnell Avenue & Bar Harbor Road Improvements, 5) Dawnlight Avenue Stormwater Study, 6) Brentnell Avenue & Mock Road Sidewalks, 7) Dawnlight Avenue Improvements, and 8) Short Street Alignment & Drainage Preliminary Engineering Study.

The Brentnell Avenue Sidewalks project installed new sidewalks and curbs between Delavan and Mock Road along both sides of Brentnell Avenue. The project also connected existing sidewalks along Mock Road between Brentnell and Bar Harbor and featured new “Americans with Disabilities Act” compliant curb ramps at the intersection of Brentnell and Mock Road. When the design is finalized, all intersections that encounter Pedestrian Access Routes will comply with current ADA criteria.
Dynotec was the lead consultant for the 4-year, “on call” Urban Infrastructure Recovery Fund contract for the City of Columbus. This contract encompassed eight separate jobs or task orders: 1) Southern Gateway Power Relocation, 2) Livingston Avenue Survey, 3) Clock Installation at Gay Street & N. High Street, 4) Brentnell Avenue & Bar Harbor Road Improvements, 5) Dawnlight Avenue Stormwater Study, 6) Brentnell Avenue & Mock Road Sidewalks, 7) Dawnlight Avenue Improvements, and 8) Short Street Alignment & Drainage Preliminary Engineering Study.

For this project, Dynotec, as the Lead Designer, was responsible for the design to repair curbs on Dawnlight Avenue between Century and Minnesota. The project will result in the construction of new curbs and sidewalk on the southeast corner of Woodland and Minnesota and along the east side of Century Drive from Dawnlight to Mock. When the design is finalized, all intersections that encounter Pedestrian Access Routes will comply with current “Americans with Disabilities Act (ADA)” criteria including for curb ramps. This project will also include water line replacement for the full limits.
Key Personnel for this Project

Provide a graphic and narrative description of the organizational structure for the provision of services to Public Works, specifically outlining each individual's primary responsibilities, areas of expertise and services to be provided. The overall project manager, engineer(s), GIS Analyst, and other individuals who will be assigned to coordinate the activities of the respective firms and key project staff members must be identified. Provide the professional qualifications and experience (resume may be sufficient) within the past ten (10) years for all individuals identified for engagement, as well as a narrative description of specific similar project experience and competence. Resumes of firm principals are not required unless they are proposed as active, integral members of the project team. They should, however, be listed on the organizational graphic in relation to the project team.

Project and Program Management Techniques

The Consultant must describe your availability to the Department and your approach for managing the account. The Consultant must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work, and, if not the home office, explain its capability to obtain necessary support from the home office. A description of the project team and resumes of key project members with a list of their qualifications and experience is also required.

REFERENCES – EXHIBIT B

Provide the name, address and telephone number of at least three (3) clients that are familiar with the quality of work performed by you of similar nature. Three (3) client references should also be supplied for each proposed sub-consultant. The references provided must be able to attest to your firm’s personnel knowledge in working with asset management and other applicable regulations and procedures.

2.05 PRICING STRUCTURE. Pricing should reflect meeting the projected timelines listed in section 2.03 on page 6.

Base Items:

Pavement Management Collection and Evaluation (Lump Sum Fee) $162,041.66

Alternate Items:

Pavement Markings Collection and Evaluation (Lump Sum Fee) $32,415.00

Curbs and Sidewalks Collection and Evaluation Markings Collection and Evaluation (Lump Sum Fee) $56,569.30

$26,708.00 ADA Collection

ADA Ramp Collection and Evaluation (Lump Sum Fee) $44,400.00 ADA Compliance

Sign Collection and Evaluation (Lump Sum Fee) $48,574.00

Alternate Pavement Management Collection and Evaluation $N/A
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)</td>
<td>Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with new Ladybug5 Ultra HD solution. Ground-based LiDAR (100% roadway coverage)</td>
<td>694</td>
<td>$91.99</td>
<td>$63,841.06</td>
</tr>
<tr>
<td>1b</td>
<td>Advanced Inspections - Profilometer/Crack Map Orthos (units = lump sum)</td>
<td>Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map orthophotography and City wide rutting</td>
<td>1</td>
<td>$8,985.00</td>
<td>$8,985.00</td>
</tr>
<tr>
<td>1c</td>
<td>Network Setup and Review (units = hours)</td>
<td>Transmap will review the City’s centerline file and set up the required network for loading into MicroPAVER (this includes linking PCI data to Esri centerline).</td>
<td>19</td>
<td>$99.00</td>
<td>$1,881.00</td>
</tr>
<tr>
<td>1d</td>
<td>Network Level Pavement Condition Index (PCI) Rating (units = centerline mile)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
<td>694</td>
<td>$98.40</td>
<td>$68,289.60</td>
</tr>
<tr>
<td>1e</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all PCI data to the City’s centerline file. If any other GIS work is needed to be done, the hours can be purchased.</td>
<td>16</td>
<td>$99.00</td>
<td>$1,584.00</td>
</tr>
<tr>
<td>1f</td>
<td>MicroPAVER Load (units = lump sum)</td>
<td>Formatting distress data and centerline file for mass load into MicroPAVER using scripts</td>
<td>1</td>
<td>$2,250.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>1g</td>
<td>On-Site MicroPAVER I Training (units = days) Expenses included</td>
<td>Transmap can provide MicroPAVER I training - This is a 2-day class that goes over every phase of MicroPAVER work flow.</td>
<td>2</td>
<td>$3,200.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>1h</td>
<td>Transmap Project Management (units = hours)</td>
<td>Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kickoff meeting.</td>
<td>89</td>
<td>$99.00</td>
<td>$8,811.00</td>
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</tbody>
</table>

Subtotal | $162,041.66 |
## RFP Requested Sidewalks, Curb/Gutter

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a</td>
<td>Sidewalks, Curb/Gutter (units = centerline miles) Rates based on standard attributes</td>
<td>Requested/standard attributes include; street name, unique ID, unique ID (street centerline), type sidewalks (concrete, paver, etc.) area, type curb, condition</td>
<td>694</td>
<td>$74.95</td>
<td>$52,015.30</td>
</tr>
<tr>
<td>2b</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected sidewalks to the City centerline unique ID and road name.</td>
<td>14</td>
<td>$99.00</td>
<td>$1,386.00</td>
</tr>
<tr>
<td>2c</td>
<td>Project Management (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>32</td>
<td>$99.00</td>
<td>$3,168.00</td>
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</table>

Subtotal: $56,569.30

## RFP Requested Signs

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a</td>
<td>Signs (units = centerline miles) Rates based on standard attributes</td>
<td>Requested/standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition</td>
<td>694</td>
<td>$64.00</td>
<td>$44,416.00</td>
</tr>
<tr>
<td>3b</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected sidewalks to the City centerline unique ID and road name.</td>
<td>14</td>
<td>$99.00</td>
<td>$1,386.00</td>
</tr>
<tr>
<td>3c</td>
<td>Project Management Assets (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>28</td>
<td>$99.00</td>
<td>$2,772.00</td>
</tr>
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</table>

Subtotal: $48,574.00

## RFP Requested Striping

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4a</td>
<td>Striping/Markings (units = centerline miles) Rates based on standard attributes</td>
<td>Requested/standard attributes include; street name, unique ID, unique ID (street centerline), type, length, condition</td>
<td>694</td>
<td>$42.00</td>
<td>$29,148.00</td>
</tr>
<tr>
<td>4b</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected sidewalks to the City centerline unique ID and road name.</td>
<td>14</td>
<td>$99.00</td>
<td>$1,386.00</td>
</tr>
<tr>
<td>4c</td>
<td>Project Management Assets (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>19</td>
<td>$99.00</td>
<td>$1,881.00</td>
</tr>
</tbody>
</table>

Subtotal: $32,415.00

## RFP Requested ADA Ramps

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<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5a</td>
<td>ADA Ramps (units = centerline miles) Rates based on standard attributes</td>
<td>Requested/standard attributes include; street name, unique ID, unique ID (street centerline), truncated dome (yes, no color)</td>
<td>694</td>
<td>$27.50</td>
<td>$19,085.00</td>
</tr>
<tr>
<td>5b</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected sidewalks to the City centerline unique ID and road name. Setup collector App for compliance</td>
<td>36</td>
<td>$99.00</td>
<td>$3,564.00</td>
</tr>
<tr>
<td>5c</td>
<td>ADA Compliance Estimated Budget (units = lump sum based on hourly rate sheet)</td>
<td>Dynotec will inspect all collected ADA ramps for compliance - Price is estimated based on ~9,000 ramps. Rate sheet for Dynotec is attached to pricing - Billing will be done on actual hours</td>
<td>1</td>
<td>$44,400.00</td>
<td>$44,400.00</td>
</tr>
<tr>
<td>5d</td>
<td>Project Management Assets (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>41</td>
<td>$99.00</td>
<td>$4,059.00</td>
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</tbody>
</table>

Subtotal: $71,108.00
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Transmap Units</th>
<th>Transmap Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Inspection Processing - 3D Processing (units = lump sum)</td>
<td>Delivery of cross slope data (average cross slope per segment)</td>
<td></td>
<td>1</td>
<td>$3,885.00</td>
<td>$3,885.00</td>
</tr>
<tr>
<td>LiDAR Processing (units = lump sum)</td>
<td>Transmap will process all the collected LiDAR data into LAS files that can be brought into Autocad or ArcGIS as point cloud data (this is Real Time LiDAR data).</td>
<td></td>
<td>1</td>
<td>$9,585.00</td>
<td>$9,585.00</td>
</tr>
<tr>
<td>Street Level Orthophotography (units = lump sum)</td>
<td>Transmap will process all the Ladybug images into street level orthos and deliver MrSID formatted orthophotography.</td>
<td></td>
<td>1</td>
<td>$5,700.00</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>Crack Map LCMS Orthophotography (units = lump sum)</td>
<td>Transmap will process all the LCMS images with cracks into orthos and deliver MrSID formatted orthophotography.</td>
<td></td>
<td>1</td>
<td>$12,600.00</td>
<td>$12,600.00</td>
</tr>
<tr>
<td>Historic Data Migration (units = hours)</td>
<td>Transmap will take historic pavement data and load it into MicroPAVER - Additional hours - Rates are standard</td>
<td></td>
<td>1</td>
<td>$99.00</td>
<td></td>
</tr>
<tr>
<td>Recommended Pavement Condition Index (PCI) Rating (units = centerline mile)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
<td></td>
<td>694</td>
<td>$122.30</td>
<td>$84,876.20</td>
</tr>
<tr>
<td>Pavement Management Practice Definition &quot;Boot Camp&quot; (price is lump sum)</td>
<td>Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)</td>
<td></td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Reporting (units = hours)</td>
<td>Transmap will put together written/tabular and GIS map data to support traditional maintenance pavement reporting including a 6-year forecast. Budget scenarios with actual dollar amounts per M&amp;R activity</td>
<td></td>
<td>44</td>
<td>$125.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Enhanced Project Management (units = hours)</td>
<td>Additional project management at customer request - Weekly project updates, more on-site meetings, etc.</td>
<td></td>
<td>1</td>
<td>$99.00</td>
<td></td>
</tr>
</tbody>
</table>
### Dynotec, Inc. Hourly Rates for ADA Compliance

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Dynote, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YEAR</td>
</tr>
<tr>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Project Manager (PM)</td>
<td>$61.35</td>
</tr>
<tr>
<td>Project Engineer (PE)</td>
<td>$53.74</td>
</tr>
<tr>
<td>Design Engineer (DE)</td>
<td>$44.81</td>
</tr>
<tr>
<td>Engineering Technician (ET)</td>
<td>$37.34</td>
</tr>
<tr>
<td>Drafter (DR)</td>
<td>$35.28</td>
</tr>
<tr>
<td>Clerical (CL)</td>
<td>$26.89</td>
</tr>
<tr>
<td><strong>Indirect Labor Cost Multiplier</strong></td>
<td><strong>2.02</strong></td>
</tr>
<tr>
<td><strong>Fixed Fee (profit)</strong></td>
<td><strong>10%</strong></td>
</tr>
</tbody>
</table>
President and CEO
Project Principal

Howard Luxhoj, PE

Mr. Luxhoj is the President and CEO of Transmap Corporation and provides extensive engineering and transportation experience. He works to ensure constant communications with the client, sub-consultants, project team members and regulatory agencies from project inception through completion.

He has expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems. He is also well schooled in the requirements pertaining to GASB-34 and NPDES, legacy system databases, project consulting, technical staff for data collection, pavement and asset inventory systems and system integration.

Mr. Luxhoj has developed and implemented project-specific, integrated quality control measures for condition assessments of roadway infrastructure and has been responsible for pavement and asset data creation on numerous Transmap projects nationwide.

Similar Project Experience

City of Kettering, OH 2012, 2014 & 2016 - Pavement/asset management
City of Huber Heights, OH 2011 & 2016 - Pavement/asset management
City of Dublin, OH 2015 - Pavement/asset management
Franklin County, OH 2003-2015 - Pavement/asset management
City of Sandusky, OH 2015 - Pavement/asset management
City of Xenia, OH 2014 - Pavement management
Washington Township, OH 2014 - Pavement management
City of Ann Arbor, MI 2014 - Pavement/asset management - Nighttime sign assessment
Silver Spring Township, PA 2016 - Pavement/asset management
Allegheny County, PA 2009 & 2014 - Pavement/asset management
City of Rochester, NY 2016 - Pavement management - Training
Delaware-Muncie Metropolitan Plan Commission, IN 2016 - Pavement/asset management
City of Evansville MPO, IN 2014 - Pavement management - Training
City of Rockford, IL 2012 & 2015 - Pavement/asset management - Nighttime sign assessment
Town of Carolina Beach, NC 2015 - Pavement management
City of Greenville MPO, NC 2014 - Pavement management - Training
City of Greer, SC 2016 - Pavement/asset management - Training
Greenville County, SC 2016 - Pavement/asset management - Training
Oconee County, SC 2015 - Pavement/asset management - Training
City of Palm Bay, FL 2016 - Pavement/asset management
City of Boca Raton, FL 2016 - Pavement/asset management
Town of Davie, FL 2016 - Pavement management - Training
City of Pompano Beach, FL 2016 - Pavement management - Training
City of Coral Springs, FL 2015 - Pavement management
City of Live Oak, FL 2015 - Pavement management
Osceola County, FL 2015 - Pavement management - Training
City of Sarasota, FL 2009 & 2014 - Pavement/asset management
City of St. Marys, GA 2015 - Pavement management
City of Shreveport, LA 2013 - Pavement/asset management - Training
City of Corpus Christi, TX 2015 - Pavement/asset management - Training
City of Stephenville, TX 2015 - Pavement/asset management
City of Midland, TX 2015 - Pavement management - Training
City of Salina, KS 2015 - Pavement management
St. Charles County, MO 2015 - Pavement/asset management
City of Mesa, AZ 2016 - Pavement management - Training
City of Sammamish, WA 2016 - Pavement/asset management - Motorcycle trail inventory

The Ohio LTAP Center
Certificate of Accomplishment
HOWARD LUXHOJ
has completed 20-hours of training in
ASSESSING PAVEMENT PERFORMANCE

APWA GIS Pavilion 2008-2015
NACE 2012-2015
Google IO 2009-2016
Google Bootcamp 2011

Ph: (614) 481-6799 - Fax: (614) 481-4017 - transmap.com - facebook.com/transmap - twitter: @transmap
Craig Schorling, GISP

Mr. Schorling provides Transmap Corporation with sound fundamentals in both GIS project management and client development. He employs his extensive experience with Esri products, database tools, asset management databases, commercial pavement and asset management systems, project consulting, system implementation and training, and customer support to provide project management for many of Transmap’s clients.

Craig’s background includes 14 years of experience in a management capacity and a combined 24 years of experience using and developing GIS tools. He also has experience running the mobile mapping vehicle, pavement and asset collection software and CMMS implementation. Mr. Schorling has worked primarily with municipalities to improve the process and systems behind Transmap’s customer-centric management approach.

Similar Project Experience

City of Kettering, OH 2012, 2014 & 2016 - Pavement/asset management
City of Huber Heights, OH 2011 & 2016 - Pavement/asset management
City of Dublin, OH 2015 - Pavement/asset management
Franklin County, OH 2003-2015 - Pavement/asset management
City of Sandusky, OH 2015 - Pavement/asset management
City of Xenia, OH 2014 - Pavement management
Washington Township, OH 2014 - Pavement management
City of Ann Arbor, MI 2014 - Pavement/asset management - Nighttime sign assessment
Silver Spring Township, PA 2016 - Pavement/asset management
Allegheny County, PA 2009 & 2014 - Pavement/asset management
City of Rochester, NY 2016 - Pavement management - Training
Delaware-Muncie Metropolitan Plan Commission, IN 2016 - Pavement/asset management
City of Evansville MPO, IN 2014 - Pavement management - Training
City of Rockford, IL 2012 & 2015 - Pavement/asset management - Nighttime sign assessment
Louisville/Jefferson County Metro, KY 2013 - Pavement management
Town of Carolina Beach, NC 2015 - Pavement management
City of Greenville MPO, NC 2014 - Pavement management - Training
City of Greer, SC 2016 - Pavement/asset management - Training
Greenville County, SC 2016 - Pavement/asset management - Training
Oconee County, SC 2015 - Pavement/asset management - Training
City of Palm Bay, FL 2016 - Pavement/asset management
City of Boca Raton, FL 2016 - Pavement/asset management
Town of Davie, FL 2016 - Pavement management - Training
City of Pompano Beach, FL 2016 - Pavement management - Training
City of Coral Springs, FL 2015 - Pavement management
Osceola County, FL 2015 - Pavement management - Training
Pasco County, FL 2015 - Pavement management - Training
City of Sarasota, FL 2009 & 2014 - Pavement/asset management
City of St. Marys, GA 2015 - Pavement management
City of Shreveport, LA 2013 - Pavement/asset management - Training
City of Corpus Christi, TX 2015 - Pavement/asset management - Training
City of Stephenville, TX 2015 - Pavement/asset management
City of Midland, TX 2015 - Pavement management - Training
City of Salina, KS 2015 - Pavement management
St. Charles County, MO 2015 - Pavement/asset management
City of Mesa, AZ 2016 - Pavement management - Training
City of Sammamish, WA 2016 - Pavement/asset management

Ph: (614) 481-6799 - Fax: (614) 481-4017 - transmap.com - facebook.com/transmap - twitter: @transmap
Operations Manager

Chris Crocker

As Operations Manager, Mr. Crocker has provided presentations and maps of deliverables, involved the client when elaboration was necessary, created project schedules, and used the client’s project priorities as the guideline.

He has also performed post-processing of GIS data to ensure quality control, appropriated staff to meet goals for timely deliveries, and continued communication with the client in order to ensure customer satisfaction.

Mr. Crocker is reliable and effective. He also has experience with running the mobile mapping vehicle, pavement and asset collection software, CMMS implementation, and training. Mr. Crocker has provided over 11 years of pavement and asset analysis, walkout QA/QC experience, and robust preventative maintenance reporting support. He also has extensive experience in performing nighttime MUTCD assessments.

Pavement Management Experience

City of Kettering, OH 2012, 2014 & 2016 - Pavement/asset management
City of Huber Heights, OH 2011 & 2016 - Pavement/asset management
City of Dublin, OH 2015 - Pavement/asset management
Franklin County, OH 2003-2015 - Pavement/asset management
City of Sandusky, OH 2015 - Pavement/asset management
City of Xenia, OH 2014 - Pavement management
Washington Township, OH 2014 - Pavement management
City of Ann Arbor, MI 2014 - Pavement/asset management - Nighttime sign assessment
Silver Spring Township, PA 2016 - Pavement/asset management
Allegheny County, PA 2009 & 2014 - Pavement/asset management
City of Rochester, NY 2016 - Pavement/asset management - Training
Delaware-Muncie Metropolitan Plan Commission, IN 2016 - Pavement/asset management
City of Evansville MPO, IN 2014 - Pavement/asset management - Training
City of Rockford, IL 2012 & 2015 - Pavement/asset management - Nighttime sign assessment
Louisville/Jefferson County Metro, KY 2013 - Pavement management
Town of Carolina Beach, NC 2015 - Pavement management
City of Greer, SC 2016 - Pavement/asset management - Training
Greenville County, SC 2016 - Pavement/asset management - Training
Oconee County, SC 2015 - Pavement/asset management
City of Palm Bay, FL 2016 - Pavement/asset management
City of Boca Raton, FL 2016 - Pavement/asset management
Town of Davie, FL 2016 - Pavement management - Training
City of Pompano Beach, FL 2016 - Pavement management
City of Coral Springs, FL 2015 - Pavement management
Osceola County, FL 2015 - Pavement management - Training
Passco County, FL 2015 - Pavement management - Training
City of St. Marys, GA 2015 - Pavement management
City of Corpus Christi, TX 2015 - Pavement/asset management - Training
City of Stephenville, TX 2015 - Pavement/asset management
City of Midland, TX 2015 - Pavement management - Training
City of Salina, KS 2015 - Pavement management
St. Charles County, MO 2015 - Pavement/asset management
City of Mesa, AZ 2016 - Pavement management - Training
City of Sammamish, WA 2016 - Pavement/asset management

Ph: (614) 481-6799 - Fax: (614) 481-4017 - transmap.com - facebook.com/transmap - twitter: @transmap
Anthony J. Manch, PE

In August 2010, Anthony retired from the Ohio Department of Transportation (ODOT). Mr. Manch spent the majority of his forty-year career working in the Office of Technical Services. He specialized in providing traffic and truck weight data for planning and design. Mr. Manch provided traffic engineering expertise to internal and external customers. He has extensive experience in field data collection, data processing, data analysis and report writing.

Earlier in his career, he was the Chairman of ODOT’s Pavement Management Committee. This committee was responsible for development of all policies for the planning, design, construction, and feedback mechanisms for ODOT’s Pavement Management System.

Pavement Management Experience

- E-950 Calibration Compliance experience: Data checks by ODOT, ODOT test area run before every project
- ODOT’s original Pavement Management Process used a network level priority ranking system. The system was based on identifying and repairing the pavements in the worst condition first. The identified pavements were used to develop ODOT’s five-year resurfacing program.
- Developed a Pavement Management System database consisting of construction, maintenance, materials, and cost elements
- Assisted in developing a decision tree for the correct maintenance treatment, depending on the measured pavement distresses
- Worked with upper management to develop a network prioritization model. The user could input an anticipated budget, and the model would output the level of service.
- Mr. Manch was in charge of the pavement reporting for Transmap for recent projects such as the City of Kettering, OH, City of Huber Heights, OH, City of Sandusky, OH, City of Xenia, OH, City of Dublin, OH, Franklin County, OH, Washington Township, OH, City of Coral Springs, FL, City of Corpus Christi, TX, City of Wilmington, NC, City of Rockford, IL, City of Sandusky, OH, and City of Ann Arbor, MI.

Traffic Data Collection Experience

- Developed a statewide plan for the installation of Automatic Traffic Recorders (ATR) and Weigh-In Motion (WIM) data collection sites
- As part of developing the Statewide Plan, he met with representatives from MPO’s and ODOT offices to ensure their traffic data collection needs were met and in compliance with Federal regulations and guidelines.
- Developed and reviewed plans and other related engineering documents, summarized traffic data used to recommend highway improvements or appropriate traffic control devices.
Claire-Louise Bode

As Transmap’s GIS Specialist, Ms. Bode has collected and analyzed distresses and features of many miles of roadway. Utilizing her expert knowledge of GIS products, database tools, asset management databases and commercial asset management systems, Ms. Bode has provided critical support in the development and integration of valuable pavement and asset data.

She is in charge of QA/QC of all asset deliveries (signs, signals, linears, etc.) and leads Transmap’s team in making GIS and map deliverables. Ms. Bode reports directly to Craig Schorling, GISP, our Vice President, as well as Chris Crocker, our Operations Manager, to verify data before it’s delivered to our customers. Ms. Bode also provides guidance during our kick off meetings and training boot camps.

GIS Management Experience

- Assists in the production and delivery of detailed maps to customers for reporting
- Creates and analyzes street level orthophotography
- Produces LCMS datasets for in-house analysis of pavement
- Provides QA/QC support for assets
- Participates in on-site client meetings and training
- Heads all customer centerline reviews
- Creates ASTM sample locations in the GIS
- Produces customer ArcGIS online sites
- Creates Crack Intelligence polygons to support pavement analysis

Recent Projects

City of Huber Heights, OH 2016 - Pavement/asset management
City of Kettering, OH 2016 - Pavement/asset management
Franklin County, OH 2015 - Asset management
Delaware-Muncie Metropolitan Plan Commission, IN 2016 - Pavement/asset management
Silver Spring Township, PA 2016 - Pavement management
City of Rochester, NY 2016 - Pavement/asset management - Training
City of Greer, SC 2016 - Pavement/asset management - Training
Greenville County, SC 2016 - Pavement/asset management - Training
City of Palm Bay, FL 2016 - Pavement/asset management
City of Boca Raton, FL 2016 - Pavement/asset management
Town of Davie, FL 2016 - Pavement management - Training
City of Pompano Beach, FL 2016 - Pavement management - Training
City of Baytown, TX 2015 - Pavement/asset management - Training
City of Mesa, AZ 2016 - Pavement management - Training
City of Sammamish, WA 2016 - Pavement/asset management

Ph: (614) 481-6799 - Fax: (614) 481-4017 - transmap.com - facebook.com/transmap - twitter: @transmap
EDWARD CRUSOE PE

Senior Project Manager, Roadway Design Services

Mr. Crusoe has 30+ years’ experience in design and project management of transportation projects including bridges, roadways, street improvements and drainage. He is one of Dynotec’s senior bridge and roadway engineers. With expertise in AutoCad and Microstation, Mr. Crusoe has become the de facto head of Dynotec’s production on design standards and CAD fundamentals. Additional experience includes MOT, signs and pavement markings and lighting plans. Mr. Crusoe is ODOT prequalified for Complex Roadway, Bridge Level 2, Lighting, and MOT.

Education
B.S. Civil Engineering, University of Pittsburgh (1985)

Years of Experience
Dynotec, Inc. – 8
Other Firms – 22

Registration
PE – Ohio, #E-56343

Training/Certifications
City of Columbus – ADA Ramps
ODOT – Bridge Design Level 2
ODOT – Bridge Manager Course
ODOT – Bridge Inspection
ODOT – Traffic Academy (Highway Lighting)
ODOT – Traffic Academy (Maintenance of Traffic)
ODOT – Traffic Academy (Signing & Pavement Marking)
ODOT – Traffic Academy (Interchange Justification Studies)
ODOT – Traffic Academy (Safety Studies)

Brentnell Avenue Improvements (at Bar Harbor Road)
City of Columbus, Department of Public Service | Columbus, Ohio
Project Manager for roadway and sidewalk improvements extending approximately 3,800 and 800 feet, respectively. Mr. Crusoe’s design included installing walks and replacing existing curb where warranted. Pedestrian Access Routes were maintained at intersections to comply with current ADA criteria. The sidewalks and drive approaches were constructed with minimal or no impact to the existing right-of-way corridor. As the existing pavement exhibited areas of ponding and other low spots, Dynotec analyzed the existing spread against the recommended criteria to ascertain if any adjustments are necessary or if new inlets are required to mitigate pending drainage issues.

Dawnlight Avenue Improvements – Century Drive and Aberdeen Avenue
City of Columbus, Department of Public Service, Division of Transportation | Columbus, Ohio
The primary project tasks consist of pavement rehabilitation of Dawnlight Avenue between Century Drive and Aberdeen Avenue with new sidewalk (~500 LF) installed on Century Drive between Mock Road and Dawnlight Ave. The project area – mostly residential and light commercial properties – has been prone to periodic flooding and the roadways have been maintained by regular pavement patching and overlays, resulting in reduced or eliminated curb reveal. The scope of this project has been developed with the understanding that the COC is seeking to mitigate stormwater ponding issues. Project improvements include: 1) Installation of 18” straight curb and pavement rehabilitation (~2800 LF); 2) Replacement of 8” Waterline (~2,800 LF) on Dawnlight from Century to Aberdeen; and 3) Installation of new storm sewer (~1,000 LF) on Dawnlight in the vicinity of Myrtle Ave.

Milo-Grogan Neighborhood Improvements
City of Columbus, Department of Public Service | Columbus, Ohio
Project Engineer for this project involving more than $1.0M in design fees for which Dynotec was selected as the prime consultant for the City of Columbus Department of Public Service. The project involved major improvements to a neighborhood business district, including features such as parks, streetscape, neighborhood gateways, traffic signals, signs and pavement markings, lighting, drainage, utilities, ADA-compliant curb ramps, bus shelters, pavement and curb replacement.

Miami University Parking Lot Renovation
Ohio State Architect’s Office | Hamilton County, Ohio
Renovation of parking lots located over former landfill site. Responsibilities included evaluating soil conditions and anticipated traffic loads. This project also consisted of lighting and drainage design and preparing construction specifications.

COTA General Engineering Project (2009-2011)
Central Ohio Transportation Authority [COTA] | Columbus, Ohio
PM for several COTA Park-and-Ride sites. Responsibilities include management of surveys, determination of deficiencies in pavements, recommendations for repair, plans, bid documents and construction administration.

FRA-DEL-71-25.60/1.62 – Interstate 71 Rehabilitation and Widening
ODOT District 6 | Franklin County and Delaware County, Ohio
As the PM and designer, Mr. Crusoe provided construction plans to rehabilitate and widen 15 miles of Interstate 71 in Franklin and Delaware Counties. This project included replacement of all pavement surfaces and upgrading sixteen structures. The existing portion of this expressway was salvaged and an additional lane was added in both directions to enhance traffic capacity. Six structures were raised 2 ft. to achieve the strategic clearance of 16.5 ft. Seven of the main line bridges were widened and the Schrock Road Bridge over I-71 was completely replaced.
HAM-71-1.30/9.00 – Interstate 71 Roadway Rehabilitation
ODOT District 8 | Hamilton County, Ohio
Responsible for design of pavement rehabilitation for approximately 3.5 miles of six-lane highway in Cincinnati and near Silverton, Ohio.

FRA-DEL-71-25.60/1.62
ODOT District 6 | Franklin & Delaware Counties, Ohio
As the Project Manager and designer, Mr. Crusoé was responsible for providing construction plans to rehabilitate and widen 15 miles of Interstate 71 in Franklin and Delaware Counties. This project included replacement of all pavement surfaces and upgrading sixteen structures. The existing portion of this expressway was salvaged and an additional lane was added in both directions to enhance traffic capacity. Six structures were raised 2 ft. to achieve the strategic clearance of 16.5 ft. Seven of the main line bridges were widened and the Schrock Road Bridge over I-71 was completely replaced.

Krumm Park Area Streets Reconstruction
City of Columbus, Department of Public Service, Division of Transportation | Columbus, Ohio
Project Management and design for a City of Columbus project involving the reconstruction of 6th Avenue, 7th Avenue and Rarig Avenue. The plans consisted of a two lane, bi-directional traffic with curb and gutter section and sidewalks on both sides. The lengths of roadway for the perspective improvements were 3035 feet, 2500 feet and 1665 feet for 6th, 7th and Rarig Avenue, respectively. The proposed improvement included full depth pavement reconstruction, a new storm sewer system, traffic control, right-of-way, street lighting, waterlines and cost estimates.

Hague Avenue Improvements – Sullivant Avenue and Harrison Road
City of Columbus, Department of Public Utilities, Division of Water | Columbus, Ohio
Prepared plans and contract documents to construct a twelve (12) inch and an eight (8) inch diameter waterline in a right-of-way corridor of Hague Avenue between Sullivant Avenue and Harrison Road. This improvement also involved pavement replacement, installation of over 9,000 linear feet of twelve (12) inch waterline, eight (8) inch diameter waterline, valves, tapping sleeves, crossings and fire hydrants. This project was performed to increase water pressure to adjacent property owners and to provide service connections to numerous fire hydrants located on the west side of Hague Avenue.

LOR-511-3.12 Bridge Replacement, Widening and Realignment
ODOT District 3 | Lorain County, Ohio
Project Manager assigned to perform construction drawings to replace, widen, and realign an existing 45’ concrete beam bridge. Responsibilities included obtaining soil borings and a geotechnical report for abutment designs, a full topographic survey including stream sections, and a hydraulic study utilizing HES-RAS software. Dynotec designed a 60’ composite box beam structure widened to 32’ and placed on a 24-degree skew to improve stream hydraulics and also prepared final R/W plans including legal descriptions for highway and channel easements affecting three parcels.

Short North Lighting Project
City of Columbus, Department of Public Utilities, Division of Power | Columbus, Ohio
PM to develop a revitalized street and pedestrian lighting concept for the popular Short North District. The project consisted of existing lighting modifications/configurations and proposed lighting replacements and additions and implementing the use of LED’s for illumination along the corridor. This study portion of the project involved continual coordination with the Columbus Division of Power, a Photometric Analysis and Conceptual Design, and a Preliminary Cost Estimate.

Valleyview Street Lighting Project
City of Columbus, Department of Public Utilities, Division of Power | Columbus, Ohio
PM for the study/report and the conceptual, preliminary, and final plan documents – along with cost estimates – for the installation of a new LED street lighting system along several corridors in the Valleyview Area that conformed to the requirements of the Columbus Division of Power. This study determined the most efficient street lighting configurations that satisfied the design criteria for each of the various roadways. The primary goal of the project – which was divided into two basic categories (Local and Collector Roads) – was to develop a pole layout configuration that avoided conflicts with existing utilities and met the design criteria for designated roadway classification. The contributing factors were based on roadway width, mounting height, and the wattage of the luminaire. As directed by the City of Columbus, the desired pole design for this project is the wooden pole (MIS-019) with a cobra style luminaire (mounting height 28’).

Hall Road Street Lighting Project
City of Columbus, Department of Public Utilities, Division of Power | Columbus, Ohio
PM to prepare the detailed design of overhead and underground street lighting for the Hall Road area. This scope encompasses field survey, drawings and specifications, easements, bid documents, engineering response during construction, and the preparation of record plan drawings. It was determined by the City that wood poles, mast arms, and cobra-head style LED luminaires with overhead wiring was the street lighting system that meets the requirements for this specific project area. The design includes approximately 64 wood poles, and the work consists of all survey, engineering, and consulting services involved in the design of overhead and underground street lighting in the project area. All underground and overhead utilities are to be located, all street lighting work is required to be completed within the City of Columbus right-of-way, and the coordination and attendance of all public meetings is required.
WILLIAM C. BRUCE III PE

Project Manager, Senior MOT & Roadway Engineer

Mr. Bruce has 31 years of experience including highways and streets, railways, bikeways, and airports. His projects include bridge replacement, highway rehabilitation and relocations, street widening, railroad grade separation structures, and design of new roads. His design expertise also encompasses right-of-way (centerline plats, property maps, plan sheets, and property descriptions), traffic control and MOT (signing, striping, and design of all traffic control devices), and all items associated with plan preparation including pavement design, drainage, utilities, guardrails, site investigations, and independent plan review.

FRA-70-12.68 South Trench Retaining Wall and Street Improvements
ODOT District 6 | Columbus, Ohio
Project Engineer for city street improvements and retaining wall design for major segment of I-70/71 South Innerbelt project. Responsibilities included 0.7 miles of downtown street rehabilitation, ADA curb ramp design, drainage modifications for bike lane and bus stop additions, and preliminary signal redesigns. Prepared designs for 5 permanent MSE retaining walls and 6 temporary retaining walls totaling 4,600 LF along new ramps and freeway lanes.

Creative Campus Project
City of Columbus | Columbus, Ohio
Project Engineer for a streetscaping project for the area surrounding the Columbus Museum of Art and the Columbus College of Art and Design. The project included: upgrading sidewalks and ADA-compliant curb ramps, adding raised intersections, landscaping, pavers, and traffic control around the campus. Mr. Bruce was responsible for coordinating design with other consultants, preparing roadway plans, developing right-of-way plans and descriptions, and coordinating survey requirements with our surveyors.

Wooster Armory – Parking Facility Renovation and Upgrades
Ohio Facilities Construction Commission and Ohio Adjutant General’s Office | Wooster, Ohio
Project Engineer for the design and layout of plans for the reconstruction of an existing parking lot. Design included maximizing available parking within the new government guidelines and addressing existing drainage and subgrade problems. Responsible for the development of parking lot plans including geomatics, drainage, pavement markings and specifications.

MOT-70-17.04 – Interstate 70 Reconstruction, Widening and Alignment
ODOT District 7 | Montgomery, Ohio
Lead Project Engineer for the widening and reconstruction of approximately seven miles of Interstate 70 in Montgomery and Clark Counties and the redesign of a tight diamond interchange. Design duties included establishing both horizontal and vertical alignments, overseeing drainage design, coordinating plans with adjacent projects under design concurrently, and noise barrier design and pavement details.

Livingston Avenue Improvements
ODOT District 6 | Columbus, Ohio
Project Engineer for utility relocation plans on Livingston Avenue, adjacent to the FRA-70-12.68 South Trench project. This included, design of a duct bank for the Division of Power and the realignment of existing water lines. Coordination of this work with the roadway design and utility relocation work being done by GPD.

Ohio State Penitentiary Parking Lot Design and Layout
City of Columbus | Columbus, Ohio
Project Engineer for the design and layout of a parking lot with more than 1,200 spaces that was constructed on the site of the old Ohio State Penitentiary. Design included preparing several alternatives for the parking lot, coordination with drainage and lighting, and grading and landscaping for the project.
Scioto Peninsula / Broad Street Improvements
City of Columbus, Department of Public Service | Columbus, Ohio
Project Engineer for a portion of the roadway plans on two projects located adjacent to downtown Columbus, Ohio. Responsible for the development of utility duct bank plans, maintenance of traffic, and traffic control plans on a project to reconstruct West Broad Street between Starling Street and the Broad Street bridge. In an adjacent project, we were responsible for the design and layout of almost 3 miles of duct banks for the City Division of Power, AEP and private communication companies. Our responsibilities also included maintenance of traffic, traffic control and coordination with the private utilities.

Old Salem Road and Taywood Road – Reconstruction and Road Widening
Montgomery County Engineer’s Office
Project Engineer for the reconstruction and widening of the intersection of Old Salem Road and Taywood Road in Montgomery County. Duties included horizontal and vertical design, traffic control, pavement details, and storm sewer design and maintenance-of-traffic.

Clime Road – Reconstruction and Road Widening
Franklin County Engineer’s Office | Franklin County, Ohio
Project Engineer for the reconstruction and widening of approximately 1.4 miles of Clime Road from an existing two-lane section, with open drainage, to a three-lane curb-and-gutter section with four-foot bike lanes. Duties included profile design, traffic control, water line relocation, culvert design, pavement details, storm sewer design, and maintenance-of-traffic.

Alex-Bell Road – Reconstruction and Road Widening
Montgomery County Engineer’s Office
Project Engineer for the reconstruction and widening of approximately 1,000’ of roadway, including the reconstruction of an intersection. Duties included horizontal and vertical design, traffic control, culvert design, pavement details, and drainage design and maintenance-of-traffic.

Ulry Road & Central College Road – Reconstruction and Road Widening
Franklin County Engineer’s Office
Project Engineer for the reconstruction and widening of approximately 5,200 feet of Ulry Road and Central College Road, in Franklin County. Duties included horizontal and vertical design, traffic control, and drainage design and maintenance-of-traffic.

Greenlawn Avenue & Harmon Avenue – Reconstruction and Road Widening
City of Columbus | Columbus, Ohio
Project Engineer for the reconstruction and widening of almost one mile of Greenlawn Avenue and Harmon Avenue in Columbus, Ohio. Duties included new profile design, traffic control, maintenance-of-traffic, water line relocation, coordination with new storm sewer, sanitary sewer, lighting, and traffic signal design.

Hilliard-Rome Road – Reconstruction and Road Widening
City of Hilliard, City of Columbus & ODOT District 6
Project Engineer for the widening and reconstruction of almost one mile of Hilliard-Rome Road. Duties included new profile design, traffic control, maintenance-of-traffic, partial water line relocation, coordination with new storm sewer design, lighting design, and traffic signal design.

MOT-70-3.34 Arlington Road Interchange
ODOT District 7 | Brookville, Ohio
Project Engineer to assist in developing roadway plans for replacing an existing bridge over IR-70 in Brookville, Ohio. Responsible for the development of roadway plans including drainage, maintenance of traffic and traffic control plans for approximately 2000 feet of roadway. Design of the proposed bridge and the roadway plans are being done by Woolpert.

Hamilton Road R/W Plans
City of Columbus, Department of Public Service | Columbus, Ohio
Engineer to aid in the development of right-of-way plans for Hamilton Road, on the east side of Columbus, Ohio. Responsible for assisting the development of right-of-way plans including updating plan information, writing parcel descriptions, field review and plan review, as part of a roadway project being done by Parsons Brinkerhoff.
04/18/2016

Tobias A. Iloka
Dynotec, Inc.
2931 E. Dublin-Granville Road, Suite 200
Columbus, OH 43231

Dear Tobias A. Iloka:

SUBJECT: Minority Business Enterprise (MBE) Program
Certification Number MBE-7398
Effective Dates: 04/18/2016 through 04/18/2018

As you are aware, a company desiring to participate in the State of Ohio’s Minority Business Enterprise program must demonstrate to this Office that the company is owned and controlled by a minority individual for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that Dynotec, Inc. satisfactorily meets the requirements set forth in Section 123.2-15-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State’s official certification to this effect.

This letter also acknowledges that Dynotec, Inc. is approved for MBE program participation under the Architecture and Engineering procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

<table>
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Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company’s qualifications for continuing participation in the MBE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company’s name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.
So that Dynotec, Inc. is able to maximize the opportunity to provide its various MBE-approved business services to the State of Ohio, we strongly suggest that you contact the following agencies:

1. The Office of State Purchasing, within DAS's General Services Division, provides free registration at www.das.ohio.gov/gsd or by calling the office at 614.466.4535. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAO.

2. The Ohio Department of Development offers business development assistance in the areas of management, technical, financial, contract procurement assistance, loan and bond packaging services. The office can be contacted at 614.466.5700 or 800.848.1300 ext. 65700.

As the MBE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the MBE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,

[Signature]

Gregory L. Williams
Deputy Director
State EEO Coordinator
04/18/2016

Tobias A. Iloka
Dynotec, Inc.
2931 E. Dublin-Granville Road, Suite 200
Columbus, OH 43231

Dear Tobias A. Iloka:

SUBJECT: Encouraging Diversity, Growth and Equity (EDGE) Program
Certification Number EDGE-7398
Effective Dates: 04/18/2016 through 04/18/2018

As you are aware, a company desiring to participate in the State of Ohio’s Encouraging Diversity, Growth and Equity program must demonstrate to this Office that the company is owned and controlled by an individual that is socially and economically disadvantaged for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that Dynotec, Inc. satisfactorily meets the requirements set forth in Section 123.2-16-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State’s official certification to this effect.

This letter also acknowledges that Dynotec, Inc. is approved for EDGE program participation under the Architecture and Engineering procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

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Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company’s qualifications for continuing participation in the EDGE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company’s name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

So that Dynotec, Inc. is able to maximize the opportunity to provide its various EDGE-approved business services to the State of Ohio, we strongly suggest that you contact the following agencies:
1. The Office of State Purchasing, within DAS's General Services Division, provides free registration at www.das.ohio.gov/gsd or by calling the office at 614.466.4635. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAO.

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As the EDGE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the EDGE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,

[Signature]

Gregory L. Williams
Deputy Director
State EEO Coordinator

The State of Ohio is an equal opportunity employer.

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

**Business Name**: DYNOTECH, INC  
**Owner**: Tobias A. Iloka  
**Address**: 2931 E. Dublin-Granville Road  
Suite 200  
Columbus, OH 43231  
**Phone**: 614-793-6337  
**Fax**: 614-880-7324  
**Email**: vhead@dynotecinc.com  
**Website**: http://www.dynotecinc.com  
**Ethnicity**: African American  
**Gender**: Male  

### Certification Information  
**Certifying Agency**: City of Cincinnati  
**Certification Type**: MBE - Minority Business Enterprise  
**Certified Business Description**: Provides professional services in transportation engineering. Core services include surveying, construction management, and water/wastewater engineering.

### Commodity Codes  
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<td>Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting</td>
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<td>Surveying Services (Not Aerial or Research)</td>
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<td>NIGP 925</td>
<td>Engineering Services, Professional</td>
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<tr>
<td>NIGP 92533</td>
<td>Engineer Services, Professional (Inactive, effective January 1, 2016)</td>
</tr>
<tr>
<td>NIGP 92593</td>
<td>Traffic and Transportation Engineering</td>
</tr>
<tr>
<td>NIGP 95826</td>
<td>Construction Management Services</td>
</tr>
<tr>
<td>NIGP 96460</td>
<td>Land Surveying</td>
</tr>
</tbody>
</table>

### Additional Information  
**Green Business (SEMS Certified)**: No

---

**Customer Support**  
Copyright © 2016 B2Gnow. All rights reserved.

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: RFP No. 17010S
Bidding Company: Transmap Corporation
Address: 5030 TransAmerica Drive
Columbus, OH 43228
Signature/Title: Howard Luxhoi, PE - President & CEO
Federal I.D.#: 31-1414214
Phone No.: (614) 481-6799
FaxNo.: (614) 481-4017
CITY OF DAYTON
HUMAN RELATIONS COUNCIL
AFFIRMATIVE ACTION ASSURANCE (AAA) FORM

The City of Dayton requires an Affirmative Action Assurance form approved by the Human Relations Council for all entities that may be awarded contracts involving any expenditure or cumulative expenditures in a calendar year requiring City Commission approval. Please complete both pages of the form.

<table>
<thead>
<tr>
<th>Last approved on:</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
</table>

Section 1 Company Contact Information
Please type or print legibly. FEDERAL ID # 31-1414214
Sole Proprietor with no other employees? ☐ No ☐ Yes (if yes, complete Section 1 and Section 4 ONLY)
Firm Name Transmap Corporation

Street Address 5030 Transamerica Drive

City Columbus State OH Zip 43228

Telephone Number (614) 481-6799 Fax Number (614) 481-4017

E-mail Address hluxhoj@transmap.com Web Site www.transmap.com

Commodity Codes: See Commodity Code(s) from list located online at http://www.daytonohio.gov/departments/cs/purchasing/Documents/Vendor%20Application%20Commodity%20List.pdf and enter as many codes as needed separated by commas (i.e. 22222, 33333, 44444)

30200, 96100, 96199, 92500

Section 2 Company Profile
1. Does your firm have a written affirmative action policy? ☐ Yes (attach a copy) ☑ No
2. If not, would you accept the attached sample as your policy? ☑ Yes (see sample) ☐ No
3. Is your firm 51% or more owned by minority persons? ☑ Yes ☐ No
4. Is your firm 51% or more owned by female persons? ☑ Yes ☐ No

Section 3 Company Workforce Size
Number of employees (Check one) ☑ 2-49 ☐ 50+

Section 4 Authorized Signature
The undersigned authorized representative of the company hereby agrees that a program of affirmative action will be maintained to implement its nondiscrimination policy in doing business with the City of Dayton as described in the City of Dayton Revised Code of General Ordinances (RCGO) Sections 35.14, 35.15 and 35.16 and that the information contained herein is true and correct.

Howard Luxhoj, PE DATE 2/7/17
PRINTED NAME President & CEO
SIGNATURE TITLE (Authorized Person Only)

DO NOT WRITE BELOW THIS LINE

APPROVED ☐ DISAPPROVED ☐

COMMENTS:

DATE (Print and Sign Your Name For) HUMAN RELATIONS COUNCIL
Section 5 Present Work Force

<table>
<thead>
<tr>
<th>Occupations</th>
<th>Total Males</th>
<th>Male Employees</th>
<th>Minority Groups</th>
<th>Female Employees</th>
<th>Minority Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials and Managers</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Total Employment From Previous Report if Any

Figures for the following classifications shall also be included in the appropriate category above the “Total”

<table>
<thead>
<tr>
<th>Apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-the-Job</td>
</tr>
<tr>
<td>White Collar</td>
</tr>
<tr>
<td>Trainees</td>
</tr>
<tr>
<td>Production</td>
</tr>
</tbody>
</table>

Section 6 Worker Utilization Projected Goals

Projected Goals for: Women _____ % Minorities _____ %

PLEASE RETURN TO: CITY OF DAYTON, Human Relations Council, 371 W. Second St., #100, Dayton, OH 45421
bta@daytonohio.gov; (937) 222-4589 Fax
Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   - Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   - (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional).

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

or

Employer identification number

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>1 4 2 1 4</td>
</tr>
</tbody>
</table>

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date 1/2/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant and third-party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1096-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
DATE: January 31, 2017

TO: Proposers on RFP No. 17010S

FROM: City of Dayton, Ohio
       Division of Purchasing

SUBJECT: ADDENDUM 1 - Questions and Answers for above RFP

The City of Dayton has received questions relating to our RFP No. 17010S.

The following are the questions with answers for this RFP. Please consider this document in preparation of your proposal response. In the answers of 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.

Howard Luxhoj, PE
(Print Name)

2/8/17
(Date)

Transmap Corporation
(Company Name)

Sincerely,

Jason Schortgen
Buyer
DATE: January 31, 2017

TO: Proposers on RFP No. 17010S

FROM: City of Dayton, Ohio
Division of Purchasing

SUBJECT: ADDENDUM 1 - Questions and Answers for above RFP

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Howard Luxhoj, PE
(Print Name)
(Signature)
(Date)

Transmap Corporation
(Company Name)

Sincerely,

Jason Schortgen
Buyer
### Pavement Condition Survey

**City of Dayton, OH**

**Re-Inspection Quote 2020**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Commentary</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>ON-SIGHT® Raw Data Collection Includes UGAR (units = centerline miles) Roads</td>
<td>Transmap will utilize our Crack Map 3D Technology (LCM) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based UGAR (100% roadway coverage)</td>
<td>659</td>
<td>$89.99</td>
<td>$59,303.41</td>
</tr>
<tr>
<td>1b</td>
<td>Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)</td>
<td>Transmap will process all the data collected in the field; Delivery of Crack Map Orthophotography (Mr. SID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis) and City-wide reporting (All Through Lanes)</td>
<td>1</td>
<td>$8,985.00</td>
<td>$8,985.00</td>
</tr>
<tr>
<td>1c</td>
<td>Network Setup and Review (units = hours)</td>
<td>Transmap will use the existing network that was setup in 2017. If the City has any updates or changes there may be additional hours needed.</td>
<td>N/A</td>
<td>$109.00</td>
<td>N/A</td>
</tr>
<tr>
<td>1d</td>
<td>ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating - (units = management sections)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
<td>11,201</td>
<td>$5.47</td>
<td>$77,470.47</td>
</tr>
<tr>
<td>1d</td>
<td>ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating - (units = management sections)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
<td>153</td>
<td>$5.47</td>
<td>$839.91</td>
</tr>
<tr>
<td>1e</td>
<td>GIS Integration - Limited Work History (units = Hours)</td>
<td>Transmap will link all PCI data to the City's centerline file. - Transmap performs work history updates in MicroPAVER for all of our clients. - Our team has been trained by the official APWA MicroPAVER trainer. - If any other GIS work is needed to be done, the hours can be purchased.</td>
<td>10</td>
<td>$109.00</td>
<td>$1,090.00</td>
</tr>
<tr>
<td>1f</td>
<td>MicroPAVER Lead (units = lump sum)</td>
<td>Formatting distress data file for mass load into MicroPAVER using scripts</td>
<td>1</td>
<td>$2,475.00</td>
<td>$2,475.00</td>
</tr>
<tr>
<td>1g</td>
<td>Pavement Management Practice Definition &quot;Boot Camp&quot; (price is lump sum)</td>
<td>Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (AADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans</td>
<td>1</td>
<td>$1,925.00</td>
<td>$1,925.00</td>
</tr>
<tr>
<td>1h</td>
<td>Reporting (units = hours)</td>
<td>Transmap will put together written tabular and GIS map data to support traditional preventative maintenance pavement reporting, including budget scenarios with actual dollar amounts per MM activity. Transmap will also create customized tables, work manager and predictive modeling within MicroPAVER.</td>
<td>44</td>
<td>$137.00</td>
<td>$6,028.00</td>
</tr>
<tr>
<td>1i</td>
<td>On-Site MicroPAVER I Training (units = days)</td>
<td>Transmap will provide MicroPAVER I Training - This is a 2-day class that goes over every phase of MicroPAVER workflow.</td>
<td>2</td>
<td>$3,520.00</td>
<td>$7,040.00</td>
</tr>
<tr>
<td>1j</td>
<td>Transmap Project Management (units = hours)</td>
<td>Standard project management includes data loading, project tracking web site, phone calls, overall project coordination and updates - Kick-off meeting</td>
<td>118</td>
<td>$109.00</td>
<td>$12,862.00</td>
</tr>
</tbody>
</table>

**Subtotal** | **$173,168.79**

**Rebate Customer Discount** | **$13,585.15**

**Total Pavement** | **$159,583.64**
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a</td>
<td>Striping/Markings/Crosswalks (units = centerline miles) Rates based on standard attributes</td>
<td>Standard attributes include: street name, unique ID, unique ID (street centerline), type</td>
<td>659</td>
<td>$48.30</td>
<td>$31,829.70</td>
</tr>
<tr>
<td>2b</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected assets to the City centerline unique ID and road name.</td>
<td>10</td>
<td>$109.00</td>
<td>$1,090.00</td>
</tr>
<tr>
<td>2c</td>
<td>Project Management (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>36</td>
<td>$109.00</td>
<td>$3,924.00</td>
</tr>
</tbody>
</table>

Subtotal: $36,943.70
Discount: $11,210.00
Total Assets: $25,733.70
City Manager's Report

From 2320 - Planning & CD/Housing Inspection

Supplier, Vendor, Company, Individual

Name CPM Enterprises, LLC

Address 306 S. Paul Laurence Dunbar Street
Dayton, OH 45402

Date March 11, 2020
Expense Type Award of Contract
Total Amount $175,545.00 thru 12/31/2021

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition Special Projects</td>
<td>16022-2320-1174-32</td>
<td>$ 175,545.00</td>
</tr>
</tbody>
</table>

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

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING I – 2020
(20% MBE PARTICIPATION GOAL/20% MBE PARTICIPATION ACHIEVED)

The Contractor shall provide all materials and labor to secure approximately 1,750 residential or commercial vacant structures or equivalent square footage, which includes garage doors, and 40 cisterns. The materials shall be new, unused plywood boards with a minimum thickness of ½” and various types of screws, washers, and rods depending upon structure materials. Clearing of pathways to secure properties or cisterns may be required. No Particle, Wafer or OSB Boards are to be used. There is no list of structures associated with this bid.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, CPM Enterprises, LLC in the amount of $175,545.00. This amount includes the base bid in the amount of $165,545.00 and Alternate No. 1, Contingency Allowance, in the amount of $10,000.00. The estimated cost for the project was $199,906.00. The time bid for completion is 145 working days.

This project is being funded using Demolition Special Projects funds.

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

Signatures/Approval

Approved by City Commission

Clk

Date

FORM NO. MS-16

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

X NEW CONTRACT

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>March 11, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>December 31, 2021</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 175,545.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 175,545.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>$</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Amount: $ 175,545.00

Fund Code: 16022 2320 - 1174 - 32 -

Vendor Name: CPM Enterprises, LLC 937.694.6777
Vendor Address: 306 S. Paul Laurence Dunbar Street Dayton OH 45402
Federal ID: 01-0909162
Commodity Code: 96832
Purpose: Nuisance Abatement Program Residential and Commercial Securing I - 2020 (20% MBE Participation Goal)

Contact Person: Ariane Cook

Originating Department Director's Signature: [Signature]
Date: 2/24/2020

SECTION II - to be completed by the Finance Department

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

[Signature]
Date: 02/28/2020

Finance Director Signature

CF Prepared by: [Signature]
Date: 02/27/2020

File Prepared by: [Signature]
Date: 02/25/2020

Finance Department
Bid Tabulation For:  Nuisance Abatement Program
Residential and Commercial Securing I – 2020
(20% MBE Participation Goal)

<table>
<thead>
<tr>
<th>Bid Opening Date</th>
<th>Cost Estimate</th>
<th>Estimated Time Of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 23, 2020</td>
<td>$199,906.00</td>
<td>145 Working Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>* CPM Enterprises, LLC</td>
<td>$165,545.00</td>
<td>-0-</td>
<td>$165,545.00</td>
</tr>
<tr>
<td>Bladecutters, Inc.</td>
<td>$191,995.00</td>
<td>-0-</td>
<td>$191,995.00</td>
</tr>
</tbody>
</table>

*Awarded
Revised 9/14/98
February 20, 2020

TO: Shauna Hill, Division Manager
    Planning and Community Development,
    Housing Inspection

FROM: Chrisondra Goodwine, Contract Compliance Officer
       Human Relations Council (HRC)

SUBJECT: NAP Residential and Commercial Securing I 2020 (20% MBE Participation Goal)

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

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID + ALTERNATE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPM Enterprises, LLC</td>
<td>$175,545.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPM Enterprises, LLC</td>
<td>$35,109</td>
<td>20% MBE</td>
</tr>
</tbody>
</table>

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
PeP-Certified SBE / MBE / WBE / DLSE (Circle One) Participation for

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 DLSE).

Name of Bidder / Proposer: CPM ENTERPRISES, LLC

Address: 1448 W. Third St., Dayton, State: Oh

Telephone: 937-694-6777 Email: allsk@sbcglobal.net
Primes Base Bid $ 175,545.00

Name of Project: NAP Residential and Commercial Securing I 2020

Name of PEP-Certified Firm: CPM ENTERPRISES, LLC

PEP-Certified Firm's Tax ID#: 01-0209162

Scope of Work to Be Performed by Certified Firm: Boarding and securing houses and commercial buildings.

Total Dollar Amount Toward Goal

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Bid $</th>
<th>Materials $</th>
<th>Labor $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>35,109</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Goal Amount to Be Paid to PEP Firm for the Work Described:

<table>
<thead>
<tr>
<th>Total Bid $</th>
<th>Materials $</th>
<th>Labor $</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,109</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 described above.

(Signature of Bidder/Proposer's Authorized Agent)

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

(Date)

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

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

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

(Date)

If the bidder/proposer is not awarded a contract, by the day before the last day of the time as stated in the bidder/proposer is not awarded a contract, then any and all agreements among the parties shall be null and void.

Title of Bidder/Proposer's Authorized Agent

Date
NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form

NAP RESIDENTIAL AND COMMERCIAL
SECURING I 2020

Bidder

CPM ENTERPRISES, LLC
1448 W. THIRD ST.
DAYTON, OHIO 45402
BID FORM

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

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

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING 1 - 2020
(20% MBE PARTICIPATION GOAL)

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

### Residential and Commercial Securing 1 - 2020

(20% MBE Participation Goal)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANTITY</th>
<th>UNIT</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Labor &amp; Materials for Securing Openings using Type A method</td>
<td>2,250</td>
<td>SF</td>
<td>$11,250</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2.45</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Labor &amp; Materials for Securing Openings using Type B method</td>
<td>48,500</td>
<td>SF</td>
<td>$118,825</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2.50</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Labor &amp; Materials for Securing Openings using Type C method</td>
<td>2,600</td>
<td>SF</td>
<td>$6,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4.32</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Labor &amp; Materials for Securing Openings using Type D method</td>
<td>2,400</td>
<td>SF</td>
<td>$10,368</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3.20</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Labor &amp; Materials for Securing Openings using Type E method</td>
<td>5,500</td>
<td>SF</td>
<td>$17,600</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50.10</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Labor &amp; Materials for Securing Openings using Type F method</td>
<td>20</td>
<td>EA</td>
<td>$1,002</td>
</tr>
</tbody>
</table>

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

This alternate is for a “CONTINGENCY ALLOWANCE” to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. The amount of this “ALLOWANCE” may vary as determined by the Engineer, but shall not exceed the maximum of $10,000.00.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>EST. QUANT.</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.7-1</td>
<td>Contingency Allowance</td>
<td>1</td>
<td>Lump</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE NO. 1 $10,000.00**
The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CONSIDERATION FOR MATERIALS</th>
<th>CONSIDERATION FOR OBLIGATIONS</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE BID</td>
<td>$ 46,594.40</td>
<td>$ 118,950.60</td>
<td>$ 165,545.00</td>
</tr>
<tr>
<td>TOTAL, ALT. NO. 1</td>
<td>$ -0-</td>
<td>$ 10,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>(Contingency Allowance)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The time of completion fixed by the City is 145 Working Days.

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

NAME

ADDRESS

No person or party other than the bidder is interested in the Bid.
DISCLOSURE OF LITIGATION

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

RESPONSE: YES ______ NO ______ X ______

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

OHIO

Name and Title of
Officers with Authority
to Sign Contract

ALBERT A. POWELL, CEO

Home Office Address

1448 W. THIRD ST., DAYTON, OHIO 45402

Local Address

SAME

Telephone 937-694-6777
Fax 937-952-6002

E-mail albsk@sbcglobal.net

Federal I.D.# 01-0909162

Dated this 22nd day of JANUARY, 2020

Bidder: CPM ENTERPRISES, LLC

(Person, Firm, or Corporation)

By: ALBERT A. POWELL

CEO

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

N/A

___ Certified Check

___ Cashier's Check

Amount _________________________ Dollars
on _____________________________ Bank

of _____________________________ is Attached.

__________________________
Bidder

Cash in the amount of _____________________________ Dollars is attached.

__________________________
Bidder

6
BID BOND

AMOUNT $ 10,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of
$ 10,000.00 for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, CPM Enterprises, LLC

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

Signed and sealed at Dayton, Ohio this 23rd day of January, 2020.

CPM Enterprises, LLC

By:

Bidder

Western Surety Company

By:

Katherine J. Scarberry Surety Attorney-In-Fact

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
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

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

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity
Other Liability
Surety

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

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

Jillian Froment, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
WESTERN SURETY COMPANY  
Sioux Falls, South Dakota  
Statement of Net Admitted Assets and Liabilities  
December 31, 2018

**ASSETS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$1,935,428,756</td>
</tr>
<tr>
<td>Stocks</td>
<td>28,070,811</td>
</tr>
<tr>
<td>Cash, cash equivalents, and short-term investments</td>
<td>28,110,934</td>
</tr>
<tr>
<td>Receivables for securities</td>
<td>-</td>
</tr>
<tr>
<td>Investment income due and accrued</td>
<td>17,684,883</td>
</tr>
<tr>
<td>Premiums and considerations</td>
<td>48,092,741</td>
</tr>
<tr>
<td>Amounts recoverable from reinsurers</td>
<td>2,689,618</td>
</tr>
<tr>
<td>Current federal and foreign income tax recoverable and interest thereon</td>
<td>109,624</td>
</tr>
<tr>
<td>Net deferred tax asset</td>
<td>11,721,985</td>
</tr>
<tr>
<td>Receivable from parent, subsidiaries, and affiliates</td>
<td>11,902,908</td>
</tr>
<tr>
<td>Other assets</td>
<td>23,233</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$2,083,835,493</td>
</tr>
</tbody>
</table>

**LIABILITIES AND SURPLUS**

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

**Surplus Account:**

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

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

WESTERN SURETY COMPANY

By ____________________________  
Vice President

Subscribed and sworn to me this 29th day of March 2019  
My commission expires:

*OFFICIAL SEAL*  
CHRISTOPHER LOPATOWSKI  
Notary Public, State of Illinois  
My Commission Expires 01/14/2020
Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Katherine J Scarberry, Jennifer L Salm, Nicholas J Bertke, Amanda L Brumbaugh, Brenda G Taylor, David Eveleigh, Nicole A Laber, Michelle A Demmitt, Lisa Dawson-Knight, Jennifer Nicole Mauger, Debra Brummett, Jennifer Eddy, Charles Filisko, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of July, 2019.

WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota ss
County of Minnehaha

On this 11th day of July, 2019, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney herewithabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2020.

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
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, Albert A. Powell (print name - an Officer of the company)
hereby certify that CPM Enterprises, LLC (company)
meets the following Contractor requirements relating
to this City of Dayton construction project (check all that apply):

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

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

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

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

[X] Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

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

By: [Signature]

Title: CEO

Date: JANUARY 22, 2020
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

Non union but will pay prevailing wage


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

N/A


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

N/A


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

CPM ENTERPRISES, LLC

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

J. L. Early being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   [Insert Entity Name] ("the Contracting Party").

2. The Contracting Party is [ ] an Individual, [ ] Partnership, [ ] other unincorporated business association (including without
   limitation, a professional association organized under Ohio Revised Code Chapter
   1785), [ ] estate, [ ] trust.
   [ ] Corporation organized and existing under the laws of the State of [ ] (insert state).
   [ ] 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(I)(3) (with respect to corporations) are in full compliance
   with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that
   a false representation on this certification constitutes a felony of the fifth degree pursuant to
   R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification
   shall be rescinded.

   By: [Signature] Roosevelt

   Title: [Title]

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribed in my presence by

[Signature]

J. L. Early, Notary Public

My Commission Expires: May 6, 2023
CITY OF DAYTON  
CONTRACTOR NON-COLLUSION AFFIDAVIT  
TO BE NOTARIZED AND SUBMITTED WITH BID FORM

STATE OF Ohio  ) SS:
COUNTY OF Montgomery  )

being first duly sworn deposes and
states that:

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

Entrpr Co. LLC  
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 6 day of 2020

[Signature]

NOTE:  
Notary Public

In and for the State of Ohio
My Commission Expires May 6, 2028
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: NAP RESIDENTIAL AND COMMERCIAL SECURING I 2020
NAME
LOCATION

During the performance of this contract:

CPM ENTERPRISES, LLC 1448 W. Third St., Dayton, O 937-952-6002
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR’S CERTIFICATION**

CPM ENTERPRISES, LLC  

certifies that:

1. The following listed construction trades will be used in performance of this project.
   
   Laborer  
   Carpenter  
   Driver  
   Clerk

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

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

SIGN:  

(Signature of Authorized Representative of Bidder)

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

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 W. SECOND ST. STE. 100
DAYTON OH 45402
http://hrdaytonohio.org

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

<table>
<thead>
<tr>
<th>Ethnic Group</th>
<th>Gender</th>
<th>Trade</th>
<th>Classification</th>
<th># of Hours Wrkd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID #</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Workforce Goals

<table>
<thead>
<tr>
<th>11.5% MINORITY</th>
<th>6.5% FEMALE</th>
</tr>
</thead>
</table>
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

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

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

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

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

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

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

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

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

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

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

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

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

5. Sought the Dayton MBAC’s assistance or used the services of community organizations, contractors’ groups; local, state or federal 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/Offerer’s Authorized Agent) (Name of Bidder/Offerer’s Firm)

(Printed Name of Bidder/Offerer’s Authorized Agent) (Title of Bidder/Offerer’s Authorized Agent) (Date)
Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01582185
CPM ENTERPRISES LLC
306 S PAUL LAURENCE DUNBAR ST
DAYTON, OH 45402-6923

Period Specified Below
07/01/2019 to 07/01/2020

www.bwc.ohio.gov
Issued by: BWC

Stephanie M. Hald
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

You must post this language with the Certificate of Ohio Workers' Compensation.
Procurement Enhancement Program
Small Business Enterprise Certification

CPM Enterprises LLC

has been determined eligible in the City of Dayton Procurement Enhancement Program by
the Human Relations Council for the following work types

16541 Filters, Grease Cleaning (For Vent Hoods)
91039 Janitorial/Custodial Services
96832 Demolition

in the following certification categories

#23662 MBE Minority Business Enterprise

to provide

☐ Construction ☑ Services ☐ Supplies

3/1/2021
Expiration Date

Executive Director
STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jennifer Brunner
1777919
It is hereby certified that the Secretary of State of Ohio has custody of the business records for
CPM ENTERPRISES LLC
and, that said business records show the filing and recording of:

Document(s)
ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):
200812300902

United States of America
State of Ohio
Office of the Secretary of State
Ohio Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 1st day of May, A.D.
2008.

[Signature]
PEP-CERTIFIED SBE / MBE / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: CPM ENTERPRISES, LLC

Address: 1448 W. Third St.,

City: Dayton, State: Oh ZIP: 45402

Telephone: 937-694-6777 Email: albko@sbcglobal.net

Prime Base Bid $ 175,545.00

Name of Project: NAP Residential and Commercial Securing I 2020

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: CPM ENTERPRISES, LLC

PEP-Certified Firm's Tax ID#: 01-0909162

Scope of Work to Be Performed by Certified Firm: boarding and securing houses and commercial buildings.

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

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

Title of Bidder/Proposer's Authorized Agent [Date]

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

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

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

Title of PEP-Certified Firm's Authorized Agent [Date]

IF THE BIDDER/OFFERER 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.
City Manager’s Report

Date March 11, 2020
Expense Type Award of Contract
Total Amount $274,670.00 (thru 10/31/2021)

From 3430 - Water/Water Supply & Trmt
Supplier, Vendor, Company, Individual
Name Peterson Construction Co.
Address 18817 SR 501 N.
Wapakoneta, OH 45895

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Water Capital Fund</td>
<td>53004-3430-1424-54-WF1912</td>
<td>$274,670.00</td>
</tr>
</tbody>
</table>

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

Description

LIME RECLAMATION FACILITY CONVEYANCE IMPROVEMENTS REBID II
(OPEN MARKET)

The Department of Water requests permission to enter into an Agreement with Peterson Construction Co., in the amount of $274,670.00 for the Lime Reclamation Facility Conveyance Improvements Rebid II project. This amount includes the base bid of $249,700.00 and Alternate No. 1 – Contingency Allowance for $24,970.00 (10% of the base bid). This project consists of upgrading sections of existing 4” pipe to a 4” pipe lined with a wearing surface more suitable to the conveyance of abrasive materials. Several sections of pipe will also be increased in diameter to 5” pipe. New termination boxes will also be installed.

One bid was received for this project on February 6, 2020. After evaluation, Peterson Construction Co.’s bid was recommended for award. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was $250,000.00. The time of completion is 200 Calendar Days. The expiration date identified on the Certificate of Funds is October 31, 2021.

This project is being funded using 2020 Water Capital Funds (Cash).

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date

Expiration Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

Amount: $274,670.00

Fund Code 53004 - 3430 - 1424 - 54 - WF1912-

Amount:

Fund Code

Fund Org Acct Prog Act Loc

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Peterson Construction Co.

Vendor Address: 18817 SR 501 N. Wapakoneta Ohio 45895

Street City State Zipcode + 4

Federal ID: 34-1342365

Commodity Code: 96896

Purpose: Award of Contract for Lime Reclamation Facility Conveyance Improvements Rebid II

Contact Person: Lisa Burton-Yates Water/Water Engineering 2/21/2020

Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

Date: 03/03/2020

CF Prepared by: Louis Williams

Date: 03/02/2020

CF/CT Number: C-120-2539

Finance Department

October 18, 2011
## Proposal Tabulation for:
**Lime Reclamation Facility Conveyance Improvements**  
**Rebid II (Open Market)**

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Engineer's Estimate:¹</th>
<th>Estimated Time of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 6, 2020</td>
<td>$250,000.00</td>
<td>200 Calendar Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount¹ of Bid</th>
<th>Adjustment for Work Days</th>
<th>Adjustment for Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Peterson</em></td>
<td>$274,670.00</td>
<td>$0.00</td>
<td>$274,670.00</td>
</tr>
</tbody>
</table>

*RECOMMENDED FOR AWARD*

¹ includes Base Bid and Alternate No. 1 - Contingency Allowance
February 14, 2020

TO: Nick Dailey, Senior Engineer
    Department of Water, Division of Water Reclamation

FROM: Chrisondra Goodwine, Contract Compliance,
      Human Relations Council (HRC)

SUBJECT: Lime Reclamation Facility Conveyance Improvements Rebid II
         (Open Market)

The apparent low bidder, Peterson Construction Company, has been reviewed. HRC’s contract compliance analysis has verified that Peterson Construction Company is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

Contract compliance will include meeting minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterson Construction</td>
<td>$249,700.00</td>
</tr>
</tbody>
</table>

CAG
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Lima Reclamation Facility Conveyance Improvements REBID II
(OPEN MARKET)

Bidder

Peterson Construction Company
18817 SR 501 North
Wapakoneta, OH 45895
<table>
<thead>
<tr>
<th>Section Title Line Item</th>
<th>Item Code</th>
<th>Item Descr UoF</th>
<th>Quantity</th>
<th>Engineer Estimate</th>
<th>Peterson Construction Co</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 SPL</td>
<td>SPL</td>
<td>Demolition LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2 SPL</td>
<td>SPL</td>
<td>System 1 LS</td>
<td>1</td>
<td>$88,000.00</td>
<td>$88,000.00</td>
</tr>
<tr>
<td>3 SPL</td>
<td>SPL</td>
<td>System 1 LS</td>
<td>1</td>
<td>$54,000.00</td>
<td>$54,000.00</td>
</tr>
<tr>
<td>4 SPL</td>
<td>SPL</td>
<td>System 2 LS</td>
<td>1</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
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<tr>
<td>5 SPL</td>
<td>SPL</td>
<td>System 2 LS</td>
<td>1</td>
<td>$18,000.00</td>
<td>$18,000.00</td>
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<tr>
<td>6 SPL</td>
<td>SPL</td>
<td>General Co LS</td>
<td>1</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>7 SPL</td>
<td>SPL</td>
<td>Dry Lime Co LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 A-1</td>
<td>A-1</td>
<td>Contingency LS</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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<tr>
<td>Base Bid Total</td>
<td></td>
<td></td>
<td></td>
<td>$250,000.00</td>
<td>$249,700.00</td>
</tr>
</tbody>
</table>
DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
Donald J. Bergfeld, President  Douglas J. Crusen, Vice President
Robert K. Knapke, Vice President

18817 SR 501 North
Wapakoneta, OH 45895

Telephone (419) 941-2233  Fax (419) 941-2244
E-mail rknape@petersonconstructionco.com

Federal I.D. # 34-1342365

Dated this 4th day of February, 2020

Bidder: Don Bergfeld

By: Donald J. Bergfeld

Title: President

Digitally signed by Don Bergfeld
Date: 2020.02.04 10:59:52 -05'00'
BID BOND

Amount $30,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of Thirty Thousand 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,

Lime Reclamation Facility Conveyance Improvements Rebid II, Project #6645518

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 6th day of February, 2020

Peterson Construction Company

Bidder

Donald J. Bernfield, President

Ohio Farmers Insurance Company

Surety

Name of Insurance Agency

Overymyer Hall Associates

Address of Insurance Agency

Telephone 614-453-4400  FAX 614-326-0132

Project: Lime Reclamation Facility Conveyance Improvements Rebid II, Project #6645518
This Power of Attorney superscedes any previous Power Bearing this same Power No. and issued prior to 04/22/19, for any person or persons named below:

General Power of Attorney

CERTIFIED COPY

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 and constitute and appoint

GREGORY R. OVERMAYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, JOINTLY OR SEVERALLY

of COLUMBUS, and State of Ohio, 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, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved that the signature of any such designated person and the seal of the Company hereinafore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking in which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereunto affixed this 22nd day of April, 2019.

SEAL

State of Ohio
County of Medina

On this 22nd day of April, 2019, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio, that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

State of Ohio
County of Medina

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of February A.D., 2020.

Frank A. Carrino, Secretary
Financial Statement

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/18
(in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>57,706</td>
</tr>
<tr>
<td>Bonds</td>
<td>456,847</td>
</tr>
<tr>
<td>Stocks</td>
<td>137,628</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>1,977,203</td>
</tr>
<tr>
<td>Real estate</td>
<td>130,031</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>117,431</td>
</tr>
<tr>
<td>Other assets</td>
<td>142,647</td>
</tr>
<tr>
<td>Total assets</td>
<td>3,019,493</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>171,785</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>335,594</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>234,715</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>742,094</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td></td>
</tr>
<tr>
<td>Total surplus</td>
<td>2,277,399</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total liabilities and surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,019,493</td>
</tr>
</tbody>
</table>

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 OH; 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, 2018.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Sworn to before me this 13th day of February A.D. 2019.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Dennis P. Buus
National Surety Leader
Senior Executive

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 06/28/2019
Effective 07/01/2019
Expires 06/30/2020

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

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, 2018 that it has admitted assets in the amount of $3,019,493,490, liabilities in the amount of $742,094,695, and surplus of at least $2,277,398,795.

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

Jillian Froment, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
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, Donald J. Bergfeld

(print name - an Officer of the company)

Peterson Construction Company

(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: Don Bergfeld

(signature)

Title: President

Date: February 4, 2020
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.  

See Carpenters' local 104 Contract  

See Laborers' local 1410 Contract  

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.  

Per the Carpenters' Local 104 Apprentice Program  

Per the Laborers' Local 1410 Apprentice Program  

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

OH-MAN ENTERPRISES, LLC
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.

<table>
<thead>
<tr>
<th>Clem Corp</th>
<th>Green Star Trucking, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demmy Sand &amp; Gravel</td>
<td>Robinson Trucking Co.</td>
</tr>
<tr>
<td>Tall View Palladium, Inc</td>
<td>Kris Co. Trucking, Inc.</td>
</tr>
<tr>
<td>Martin Concrete &amp; Trucking</td>
<td>DSS Sweeping Service, Inc</td>
</tr>
<tr>
<td>D Dickinson Construction</td>
<td>Wise Construction Co.</td>
</tr>
</tbody>
</table>

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
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 Auglaize, ss:

Donald J. Bergfeld, being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   Peterson Construction Company ("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.
   
   [x] 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: Don Bergfeld
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Auglaize

Donald J. Bergfeld

__________________________________________, being first duly sworn deposes and
states that:

(1) He/she is President of

_________________________________________, that

Peterson Construction Company

_________________________________________.

(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
cooperated, 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.

___________________________________________
Don Bergfeld
President

Digitally signed by Don Bergfeld
Date: 2020.06.11 11:16:35 -05'00'
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Lime Reclamation Facility Conveyance Improvements REBID II
        1046 Ottawa Street, Dayton, OH

NAME

LOCATION

During the performance of this contract,

Peterson Construction Company
18217 SR 501 N., Westkana, OH 45365
419-941-2233/419-941-2244

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 24052 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 7 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:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11.5%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

From 1/1/2000 to Present

From 4/1/80 to Present
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

   b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefore. 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

Peterson Construction Company (Contractor) certifies that:

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

   Laborers
   Carpenters

   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: Don Bergfeld
Digitally signed by Don Bergfeld
Date: 2020.02.04 11:11:40 -06'00"
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
City Manager's Report

From: 6480 – PW/Property Management
Supplier, Vendor, Company, Individual
Name: Saturn Electric, Inc.
Address: PO Box 13830
Dayton, Ohio 45413

Date: March 11, 2020
Expense Type: Award of Contract
Total Amount: $509,295.00 thru 12/31/2023

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Electric Upgrades</td>
<td>49007-6480-1425-54</td>
<td>$509,295.00</td>
</tr>
</tbody>
</table>

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

Description

ELECTRICAL SWITCHGEAR AND PANEL REPLACEMENT FOR CITY HALL
(10% SBE PARTICIPATION GOAL / 14% SBE PARTICIPATION ACHIEVED)

This project consists of furnishing, installing, testing, and warranty of new electrical switchgear and panels in City Hall, located at 101 West Third Street.

One bid was received for this project. After evaluation, Saturn Electric, Inc.'s bid is recommended for award in the amount of $509,295.00. This amount includes the base bid of $294,295.00, Alternate No. 1 Contingency Allowance in the amount of $100,000.00, Alternate No. 2 Cost Difference for Alternate Path into City Hall E-1 in the amount of $5,000.00, Alternate No. 3 Cost Difference for Alternate Path into City Hall E-2 in the amount of $10,000.00, Alternate No. 4 Additional Panel Replacement Allowance in the amount of $50,000.00, and Alternate No. 5 Feeder Cable Replacement Allowance in the amount of $50,000.00. The estimated cost for the project was $545,000.00. The time bid for completion is December 31, 2020.

This project is being funded using City Hall Electric Upgrades Capital Funds.

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

Signatures/Approval

Division
Department
City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/23</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original Commission Approval</th>
<th>$ 509,295.00</th>
<th>X</th>
<th>Initial City Manager’s Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Encumbrance</td>
<td>$ 509,295.00</td>
<td>X</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td>X</td>
<td>Initial Agreement/Contract</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount: $ 509,295.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 49007 6480 1425 - 54 - XXXX - XXXX</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Saturn Electric, Inc.
Vendor Address: PO Box 13830 Dayton, Ohio 45413
Federal ID: 311280886
Commodity Code: 92531
Purpose: Electrical Switchgear and Panel Replacement for City Hall

Contact Person: Chatan Robinson
Public Works/Property Management
2/21/2020

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 03/03/2020

CF/ICT Number: CT 20-2536
Date: 03/03/2020

Prepared by: Williams
Date: 03/03/2020

Finance Department
February 20, 2020

TO: Joey Shope, Manager
Department of Public Works
Division of Property Management

FROM: Chrisondra Goodwine, Contract Compliance Officer
Human Relations Council (HRC)

SUBJECT: Electrical Switchgear and Panel Replacement for City Hall
(10% SBE Participation Goal)

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

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturn Electric</td>
<td>$294,295.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardinal Diversity</td>
<td>$73,400</td>
<td>14% SBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th>14% SBE</th>
</tr>
</thead>
</table>

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
### SECTION 1. BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: Saturn Electric, Inc.
Address: PO Box 13830
City: Dayton
State: OH
ZIP: 45413
Telephone: 937-278-2580
Email: mike@saturn-electric.com
Primes Base Bid: $73,400.00
Name of Project: Electrical Switchgear and Panel Replacement for City Hall

### SECTION 2. PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Cardinal Diversity Group
PEP-Certified Firm’s Tax ID#: 20-3870038
Scope of Work to Be Performed by Certified Firm: Supply electrical materials

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$73,400.00</td>
<td>$73,400.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$73,400.00</td>
<td>$73,400.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SECTION 3. AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)
Douglas Kash
(Printed Name of Bidder/Proposer’s Authorized Agent)
President 1/30/2020

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

(Signature of PEP-Certified Firm’s Authorized Agent)
Chandra Blackwell
(Printed Name of PEP-Certified Firm’s Authorized Agent)
President 1/30/2020

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:

<table>
<thead>
<tr>
<th>25.00% SBE</th>
<th>0.00% MBE</th>
<th>0.00% WBE</th>
<th>0.00% DLSB</th>
</tr>
</thead>
</table>

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

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

- [ ] SBE
- [ ] MBE
- [ ] WBE
- [ ] DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided Interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Proposer's Authorized Agent)

Douglas Kash

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

Saturn Electric, Inc.

(Name of Bidder/Proposer's Firm)

President

(Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form

Electrical Switchgear and Panel Replacement for City Hall

Bidder
Saturn Electric, Inc.
PO Box 13830
Dayton, Ohio 45413
DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

An Individual
Firm Name

N/A

Business Address


Telephone


Partnership
Firm Name

N/A

Members of Firm and
Their Business Address


Corporation
Name

Saturn Electric, Inc.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Douglas Kash
President

Home Office Address

PO Box 13830, Dayton, Ohio 45413

2628 Nordic Rd., Dayton, Ohio 45414

Local Address

Telephone (937) 278-2580 Fax (937) 278-0220

E-mail doug@saturn-electric.com

Federal I.D.# 31-1280886

Dated this 30 day of January, 20__

Bidder: Saturn Electric, Inc.

(Person, Firm, or Corporation)

By: Douglas Kash

Title: President
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, Douglas Kash (print name – an Officer of the company)

Saturn Electric, Inc. (company) meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

☐ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

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

By: ___________________________(signature)

Title: President

Date: 01/30/2020
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

<table>
<thead>
<tr>
<th>Health Insurance</th>
<th>Simple IRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Insurance</td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td></td>
</tr>
<tr>
<td>Vacation Pay</td>
<td></td>
</tr>
<tr>
<td>Holiday Pay</td>
<td></td>
</tr>
<tr>
<td>Disability Insurance</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>ABC</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC</td>
</tr>
</tbody>
</table>

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

No Subcontractors Used
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Cardinal Diversity Group

________________________________________

________________________________________

________________________________________

________________________________________

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.

No Violations

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________
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:

Douglas Kash being duly sworn, deposes and states as follows:

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

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

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

By: [Signature]

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Montgomery

Douglas Kash, being first duly sworn deposes and states that:

(1) He/she is President (owner, partner, officer, representative, or agent)
Saturn Electric, Inc. (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.

SIGNED
President
TITLE
BID BOND

Amount $ Ten Percent (10%) of the Total Bid Amount

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent (10%) of the Total Bid Amount 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, Saturn Electric, 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 30th day of January, 2020.

Saturn Electric, Inc.

Bidder

Great American Insurance Company

Nancy Nemec

Surety Nancy Nemec, Attorney-in-Fact

AssuredPartners NL, LLC

Name of Insurance Agency

6905 E. Galbraith Road, Suite 5000, Cincinnati, OH 45236
Address of Insurance Agency

Telephone 513-475-3376 FAX 513-624-1792
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ONE

POWER OF ATTORNEY

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

Name: NANCY NEMEC
Address: COLUMBUS, OHIO
Limit of Power: $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of APRIL 2019 by the following:

Attest

[Signature]
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

[Signature]
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of APRIL 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]
Susan A. Kohorski
Notary Public, State of Ohio
My Commission Expires 05-16-2020

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

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

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

CERTIFICATION

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

Signed and sealed this 30th day of January, 2020

[Signature]
Assistant Secretary
## GREAT AMERICAN INSURANCE COMPANY

### STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>ADMITTED ASSETS</th>
<th>LIABILITIES, CAPITAL AND SURPLUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds…………………………………………………………………</td>
<td>$ 3,874,400,270</td>
</tr>
<tr>
<td>Stocks…………………………………………………………………</td>
<td>$ 1,257,698,534</td>
</tr>
<tr>
<td>Mortgage loans on real estate…………………………………………</td>
<td>$ 323,454,841</td>
</tr>
<tr>
<td>Real estate (net of encumbrances)…………………………………………</td>
<td>$ 58,221,273</td>
</tr>
<tr>
<td>Cash and short-term investments…………………………………………</td>
<td>$ 318,711,232</td>
</tr>
<tr>
<td>Other invested assets……………………………………………………</td>
<td>$ 594,596,035</td>
</tr>
<tr>
<td>Receivable for securities………………………………………………</td>
<td>$ 1,021,461</td>
</tr>
<tr>
<td>Investment income due and accrued…………………………………………</td>
<td>$ 35,251,279</td>
</tr>
<tr>
<td>Agents' and premium balances………………………………………………</td>
<td>$ 601,675,429</td>
</tr>
<tr>
<td>Reinsurance recoverable on loss and loss expense payments……………………</td>
<td>$ 65,392,566</td>
</tr>
<tr>
<td>Net deferred tax asset……………………………………………………</td>
<td>$ 163,195,781</td>
</tr>
<tr>
<td>Receivable from affiliates………………………………………………</td>
<td>$ 10,011,326</td>
</tr>
<tr>
<td>Receivable from Federal Crop Insurance Corporation……………………</td>
<td>$ 486,667,511</td>
</tr>
<tr>
<td>Company owned life insurance……………………………………………</td>
<td>$ 198,861,963</td>
</tr>
<tr>
<td>Funds held as collateral…………………………………………………</td>
<td>$ 19,213,307</td>
</tr>
<tr>
<td>Funds due from ceding reinsurer…………………………………………</td>
<td>$ 28,192,144</td>
</tr>
<tr>
<td>Other admitted assets……………………………………………………</td>
<td>$ 35,671,182</td>
</tr>
</tbody>
</table>

Total……………………………………………………………………… $ 8,026,095,036

<table>
<thead>
<tr>
<th>LIABILITIES, CAPITAL AND SURPLUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unpaid losses and loss expenses……………………</td>
</tr>
<tr>
<td>Reserve for underwriting expenses…………………...</td>
</tr>
<tr>
<td>Federal and foreign income taxes…………………..</td>
</tr>
<tr>
<td>Reserve for unearned premiums…………………….</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable………………</td>
</tr>
<tr>
<td>Funds held under reinsurance treaties……………..</td>
</tr>
<tr>
<td>Retroactive reinsurance ceded…………………..…</td>
</tr>
<tr>
<td>Other liabilities…………………………………...</td>
</tr>
<tr>
<td>Total liabilities…………………………………...</td>
</tr>
</tbody>
</table>

Summarized and sworn to before me:

this 18th day of February, 2019.

[Signature]
Controller

Assistant Secretary

STATE OF OHIO
COUNTY OF HAMILTON

JENNIFFER A. MEYER
Notary Public, State of Ohio
My Commission Expires 11-08-2021

Annuity Group and Specialty Property & Casualty Insurance Group
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 07/01/2019
Effective 07/01/2019
Expires 06/30/2020

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

GREAT AMERICAN 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
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
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of $8,026,095,036, liabilities in the amount of $6,120,178,103, and surplus of at least $1,905,916,933.

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

Jillian Froment, Director

INST7230(Rev.6/2003)

Accredited by the National Association of Insurance Commissioners (NAIC)
During the performance of this contract:

Saturn Electric, Inc.  
PO Box 13830, Dayton, Ohio 45413  
937-278-2580/937-278-0220

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 make a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

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

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

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

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

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

Saturn Electric, Inc. (Contractor) certifies that:

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

   Electrical

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

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

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

SIGN: ______________________________________ (Signature of Authorized Representative of Bidder)

FAILURE TO 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: Saturn Electric, Inc.
Address: PO Box 13830
City: Dayton  State: OH  ZIP: 45413
Telephone: 937-278-2580  Email: mike@saturn-electric.com
Primes Base Bid $ 294,295.00
Name of Project: Electrical Switchgear and Panel Replacement for City Hall

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Cardinal Diversity Group
PEP-Certified Firm's Tax ID#: 20-3870038
Scope of Work to Be Performed by Certified Firm: Supply electrical materials

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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)
Douglas Kash
(Printed Name of Bidder/Proposer's Authorized Agent)
President  1/30/2020
(Title of Bidder/Proposer's Authorized Agent)  (Date)

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

(Signature of PEP-Certified Firm's Authorized Agent)
Chandra Blackwell
(Printed Name of PEP-Certified Firm's Authorized Agent)
President  1/30/2020
(Title of PEP-Certified Firm'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/Proponers: 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/Proponents 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:

| 25.00 % SBE | 0.00 % MBE | 0.00 % WBE | 0.00 % 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)

Saturn Electric, Inc.

Douglas Kash

{Name of Bidder/Proposer's Firm}

President

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

01/30/2020

(Date)
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*Base Bid Total: $294,295.00*
City Manager's Report

From 6210 - Police Director

Supplier, Vendor, Company, Individual

Name The Big Hoopla INC

Address 40 N. Main Street
Suite 1900
Dayton, Ohio 45423

Date March 11, 2020

Expense Type Service Agreement

Total Amount $14,894.23 Estimated Revenue

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-6210-22611-71 $14,894.23

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

Description

Officer Overtime Service Agreement for
The Big Hoopla in the Oregon District

City Commission approval is requested for a Service Agreement with The Big Hoopla INC for off duty police officer services and to accept revenue in the amount of $14,894.23.

The Big Hoopla INC has requested off duty police officer services to provide security and traffic control for The Big Hoopla event in the Oregon District, a location within the municipal corporation limits of the City of Dayton, Ohio, on Sunday, March 15, 2020.

The Agreement is for 206 officer hours at a rate of $66.70 per hour, 13 sergeant hours at a rate of $77.36 per hour and 115 night differential hours at a rate of $1.29 per hour. The estimated revenue is $14,894.23 and thus requires City Commission approval.

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

The Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name The Big Hoopla INC
Address 40 N. Main Street Suite 1900
City Dayton State Ohio Zip+4 45423
Customer # 454231032 Address Location # P1
Federal ID# 45-4231032

Revenue Information:
Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information:
Contract Start Date 03/15/2020 Contract Expiration Date 03/15/2020

Billing Information:
Rate: Off. $66.70 - X Arrears X Pre-bill X
Sgt. $77.36 - X
Lt. $89.71
Shift Diff. $1.29 - X
Veh $13.00

Description of Services (wording on invoice): To provide security and traffic control for The Big Hoopla event in the Oregon District, a location within the municipal corporation limits of the City of Dayton, Ohio, on Sunday, March 15, 2020.

TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-1038 Auditor
Date 2/28/2016
I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.
Director of Finance
AGREEMENT

THIS AGREEMENT is made this _________ day of ___________ 2020, between the City of Dayton, Ohio ("City") and The Big Hoopla INC, 40 N. Main St., Suite 1900, Dayton, Ohio 45423 ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Sunday, March 15, 2020.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City’s Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City’s Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City’s Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).
Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City’s Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City’s established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City’s established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney’s fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual’s right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.
Section 9. This Agreement shall be for the date of Sunday, March 15, 2020.

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

CITY OF DAYTON, OHIO

City Manager

THE BIG HOOPLA INC

Sarah Spees
Volunteer Director

APPROVED BY:

E-Mail: sarah.spees@daytonhoopla.com
Cell:(937) 673-4293

Director and Chief of Police

Federal I.D. Number: 45-4231032

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

, 2020

Min. / Bk. _______ Pg. _______

Clerk of the Commission
Exhibit A

1. Scope of Services/Event Information

A. To provide security and traffic control for The Big Hoopla event in the Oregon District, a location within the municipal corporation limits of the City of Dayton, Ohio, on Sunday, March 15, 2020.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay $66.70 per hour for each police officer; $77.36 per hour for each police sergeant; and $89.71 per hour for each police lieutenant; $1.29 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. ESTIMATED COST: $14,894.23 (206 Officer Hours @ $66.70 per hr.; 13 Sgt. Hours @ $77.36 per hr.; and 115 Night Differential Hours @ $1.29 per hr.)

C. METHOD OF PAYMENT: Invoiced + Prepaid $3,723.56 (25% of Estimated Cost)

3. Contractor’s Authorized Representative/Contact

NAME: Sarah Spees
ADDRESS: 40 N. Main Street
          Suite 1900
          Dayton, Ohio 45423
CELL: (937) 673-4293

4. Officers Assigned to Event, Rank: 28 Officers; 2 Sergeants
LEASE AMENDMENT NO. 7

The Department of Aviation requests permission to enter into Lease Amendment No. 7 ("Lease") with the United States of America ("Government"). The Government leases office and administrative space for the Transportation Security Administration ("TSA") in support of security checkpoint and baggage screening functions at the Dayton International Airport ("Airport").

Under the Lease, the Government will occupy 2,792 square feet of space, Premises known as Block D, and pay $51.19 per square foot per year. If approved, the term will begin April 1, 2020 and continue through August 31, 2022. The Government may terminate this Lease in whole or in part at any time by giving at least ninety (90) days' notice in writing to the City, and no rental shall accrue after the effective date of termination.

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements as deemed necessary by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.

The Lease was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Revenue is attached.

Approved by City Commission

Clerk
Date

Updated 8/2016
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name United States of America – General Services Administration
Address 230 S. Dearborn Street, SPEEO, Room 3626
City Chicago State IL Zip+4 60604
Customer # @00000163 Address Location # A-2
Federal ID# 80-0038533

Revenue Information:
Fund 51000 Organization 3212 Revenue 23201 Program 43

Contract Information:
Contract Start Date *TBD Contract Expiration Date *TBD

Billing Information:
Rate: *TBD Arrears X Pre-bill
Monthly (1st month of billing) *TBD
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):
*This Lease Amendment #7 describes space that is under construction. Per page 2 of LA #7, a subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.
Terminal Commercial Space Rental at Dayton International Airport 2,792 sq. ft. @ $51.19 psf/year
Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-0103 Auditor Intern Photo Date 3/12/2014

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance
THIS AGREEMENT, made and entered into this date by and between City of Dayton

whose address is: 101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to acquire 2,792 usable/rentable square feet of expansion space known as Block D and to update the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2020 as follows:

Part II. A.c. USABLE/RENTABLE SQ. FT. of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

"Block D-2,792 USF/RSF."

This Lease Amendment contains 31 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ____________________________
Name: _______________________________
Title: ________________________________
Entity Name: _________________________
Date: ________________________________

FOR THE GOVERNMENT:

Signature: ____________________________
Name: Jeanette Torres
Title: Lease Contracting Officer
GSA, Public Buildings Service, __________________
Date: ________________________________

WITNESSED FOR THE LESSOR BY:

Signature: ____________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

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

Signature: ____________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

Min/Bk: ________  Pg: ________

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

Lease Amendment Form 09/12
Part II, B. TERM of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and amended as Supplemental Lease Agreement No. 2 dated July 25, 2012, Lease Amendment No. 3 dated August 28, 2017 and Lease Amendment No. 5 dated September 12, 2019 is amended as follows:

"TO HAVE AND TO HOLD the said Premises known as Block D with their appurtenances for the term beginning on April 1, 2020 and continuing through August 31, 2022.

The Government may terminate this lease in whole or in part at any time by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. In the event that all commercial passenger airlines cease operations at this airport location, effectively eliminating the need for Transportation Security Administration (TSA) presence, the Government shall have the right to cancel the lease with thirty (30) days' written notice to Lessor at any time after the date of such cessation of service. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, C.7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, and the rent break-down description in Part III AWARD of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Block D Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total rate/SF</th>
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</thead>
<tbody>
<tr>
<td>04/01/2020-08/31/2022</td>
<td>$142,922.48</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements deemed necessary by the Government. The work will be funded by the Lessor and reimbursed once the work is completed and accepted by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures."

Upon completion of alterations and acceptance for Block D, the following blocks of space will be released: Block B: 645 RSF/USF & Block C: 285 USF/RSF.

----------------------------------------------------------------------------------------------------------------------END OF DOCUMENT----------------------------------------------------------------------------------------------------------------------

Initials: Lessor _______ & Govt. _______
STATEMENT OF WORK

For


DAYTON INTERNATIONAL AIRPORT (DAY)
3600 Terminal Drive
Dayton OH, 45377

March 5, 2018

This Statement of Work (SOW) is valid for 1 year from date of its production. Revisions and or modifications to this SOW must be approved in writing by Physical Security Field Support Unit (FSU).

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Homeland Security (DHS) policy relating to FOUO information and is not to be released to the public or personnel who do not have a valid “need-to-know” without prior approval of the authorized DHS official. At a minimum, this document will be disseminated only on a need-to-know basis, and when unattended, will be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure. When no longer needed, destroy this material by shredding, pulping, or burning to assure destruction beyond recognition. Physical Security Requirements (Ref. Section III, Program of Requirements).

Initials: Lessor,Govt.
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1. **Project Title:** Installation of High Security Locks, Duress Alarms, Intrusion Detection System, Hirsch Electronic Access Control, Video Intercom/Door Answering System with Door Lock Release, and CCTV System for the TSA occupied space at: **Dayton International Airport (DAY) FSD On-site.**

2. **Mission:** The mission of the Transportation Security Administration (TSA) is to protect the Nation's transportation systems to ensure freedom of movement for people and commerce by providing world-class security and customer service to the traveling public.

   The Dayton International Airport (DAY) contributes to the overall TSA mission for its assigned airport of responsibility. To achieve its mission, TSA DAY has a requirement to ensure that all TSA employees and contractors who create, process, or handle information on behalf of the U.S. Government have a secure and accredited space to satisfactorily discuss and conduct meetings.

   The construction and security equipment requirements contained in this SOW apply to the security of interior space in facilities provided by the General Services Administration (GSA) or those provided by TSA components directly, whether leased or Government owned. These requirements are incorporated into each space acquisition projects scope / definition of requirements and included in the appropriate Request for Proposals (RFP) or Solicitation for Offers, as appropriate, when initiated by either a TSA Support Component or the GSA.

3. **Background:**

   3.1 **Facility Description:** See Appendix K for detailed information.

   3.2 **Project Background:** TSA is accepting the security project for the leased space within DAY and needs a complete security system installed to properly secure government assets.

4. **Place of Performance and Work Hours:**

   4.1 **Place of performance:** Dayton International Airport, DAY, 3600 Terminal Drive FSD On-Site.

   4.2 **Contractors normal work hours are during the site’s business hours as specified in Appendix K, excluding Federal holidays. The Contractor must make arrangement with the COR and local TSA representative to schedule work and facility access outside these hours.**

   4.3 **Any work performed by the Contractor at their own volition outside specified working hours will be at no additional expense to the Government.**

5. **Points of Contact:**

   5.1 **Technical Monitor: William R. Burnett**
   Physical Security, Field Support Unit
   TSA Office of Security
   Direct Telephone: 571-354-2924
   Physical Security Main Telephone: 571-227-4763
   Direct E-mail: William.R.Burnett@tsa.dhs.gov
   TSA Physical Security Division Main E-mail: pssfield@tsa.dhs.gov (ATTN: Field Support)

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5.2 All questions pertaining to the security devices and their operation must be directed to the TSA Office of Security, Physical Security Division (PSD). Under no circumstances will SOWs written by the TSA Office of Security, PSD be changed or modified without the written permission of this office.

5.3 The Contracting Officer Representative (COR) and technical monitor(s) are not authorized to delete, change, waive, or negotiate any of the terms and conditions of the contract. Any request, or proposal for changes in project scope and/or additional requirements, must be approved in writing by the Contracting Officer (CO). Any changes accomplished without prior written approval from the CO will be done at the Contractor’s expense.

6. **Scope of Work:** Design, install, program, test, document, and train personnel on turn-key operational and integrated Hirsch Velocity access control system, Bosch intrusion detection system (IDS), and CCTV system.

7. **Summary of Technical Specifications:** (Technical Specifications are described in detail in the TSA Program of Requirements for Security (POR)):

7.1 In order to meet HSPD-12 requirements and DHS Personnel Access Control System (PACS) modernization mandate, all installed equipment and systems must be on approved product list, Appendix C.

7.2 Door Requirements/Hardware: Install Electrified Door hardware on doors equipped with readers. All electrified door hardware will be 12 Volts AC/DC with the central power located with access control system and IDS panels as indicated in Appendices A and B.

7.2.1 Non-Removable hinges (NRP) will be installed in all doors where the pins are exposed to the exterior of the space.

7.2.2 **All Perimeter Doors to TSA space as indicated in Appendices A and B will meet POR specifications:**

7.2.2.1 A single leaf, solid core door in a metal frame equipped with a door contact, a High Security Lockset, and electronic door strike or electrified hardware.

7.2.2.2 Mortise High Security Lockset with Locking Deadlatch – Electrified Hardware with built-in request to exit (REX) function with Medeco Underwriters Laboratories (UL) 437 M-3 Interchangeable Core cylinder. The MARKS Store Room Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

7.2.2.3 Must have Latch guards/Anti pick plate covers installed, unless door strike is protected/covered by door frame.

7.2.2.4 Installed functioning heavy duty door closer and heavy duty door gasket/sweep.

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7.2.3 Designated interior doors to TSA space as indicated in Appendices A and B. Cylindrical Lever Lockset – Electrified Hardware with built-in REX with Medeco UL 437 M-3 Interchangeable Core cylinder over-ride. The Store Room Function Lockset will function so that the latch bolt is retracted by key outside or by lever inside. Outside knob/lever always inoperative. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco UL 437 M-3 Interchangeable Core cylinder for secure key access.

7.3 Intrusion Detection System: The system will:

7.3.1 Must be a TSA Office of Security approved Bosch IDS using a Bosch Model B9512G panel (or most current version), or approved equivalent.

7.3.2 The host panel and all associated control/serving equipment will be wall mounted in secured cabinet. Location identified in Appendices A and B.

7.3.3 Arm/Disarm keypads will be mounted on the interior of the facility.

7.3.4 All programming will be as indicated in Appendix D in addition the system will be programmed to accept all password combinations. Upon awarding the contract, TSA Office of Security PSD FSU reserves the right to provide additional programming specifics that the system must meet prior to final government acceptance.

7.3.5 The main panel will have the capability to arm and disarm all alarm points as indicated in Appendices A and B.

7.3.6 Central power and monitoring of all intrusion detection devices installed will be located as indicated in Appendices A and B. A surge protector unit with a minimum of 8 hour battery backup will be provided for all security systems and CCTV (co-located with panels). All installed equipment must have sufficient power supplies as necessary to provide battery backup for a 4-hour minimum outage.

7.3.7 All intrusion detection devices are required to interface with the host IDS panel.

7.3.8 System will be connected via a RJ-31X phone jack to a government furnished plain old telephone system (POTS) line in order to notify, via a dedicated analog phone line, the supporting Federal Protective Service (FPS) Mega Center monitoring the system. Connection location as indicated in Appendices A and B.

7.4 Electronic Access Control System:

7.4.1 HSPD-12 PACS compliant system on the approved GSA Approved Product List (APL) that accepts all versions of DHS/TSA issued PIVs shall be used.

7.4.2 All doors connected to the access control system will use electrified hardware “REX built-in function” to shunt the alarm.

7.4.3 Include a Hirsch Client Management Station (Hirsch computer, monitor, reader, and server) with Velocity 3.6 (or most current version) installed and programmed in accordance with Appendix E. Entry points of various levels of access and security

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requirements must be installed. Upon awarding the contract, TSA Office of Security PSD FSU reserves the right to provide additional programming specifics that the system must meet prior to final government acceptance.

7.4.4 The Electronic Access Control System will provide connection to the IDS Alarm Panel.

7.4.5 **HSPD-12 PACS compliant Hirsch Scramble pad readers from the GSA APL** will shall be installed on all perimeter doors and key doors as indicated in Appendices A and B designated for access control to momentarily unlock the electrified hardware while shunting the alarm and providing access control to the facility.

7.4.6 Perimeter doors exposed to the weather elements will use Hirsch high intensity scramble pad readers, which will be installed with supporting mounts that protect the reader from the elements (i.e. direct sun light) that shorten the equipment's life span.

7.4.7 **All equipment serving the Access Control system will be wall mounted Location identified in Appendices A and B.**

7.5 CCTV:

7.5.1 Fixed mount CCTV cameras mounted to provide clear view of personnel entering through TSA access points as indicated in Appendices A and B. Fixed mount all weather IR / CCTV cameras Bosch FLEXIDOME AN indoor 4000 WDR or approved equivalent. All exterior cameras will be either wall or boom mounted.

7.5.2 PTZ cameras will be mounted on the exterior of buildings when deemed necessary to cover large areas (All cameras will be mounted per the attached drawing). PTZ Cameras will be boom mounted with a water loop to avoid drainage into the camera.

7.5.3 Recording: CCTV system will activate upon motion only to record personnel within close proximity of access point(s), and have capability to record for a minimum of 25 days at 15 frames per second min 2/4 TB drive. Recording device Bosch DIVAR AN 5000 with capability to pull and transfer video to other operating platforms (i.e. Windows computer).

7.5.4 Wall mounted (tilt) LED wide screen color monitor as indicated in Appendices A and B.

7.5.5 Signage must be placed on exterior of all perimeter doors indicating that property is protected by electronic video surveillance. See Appendix H for the appropriate signage.

7.6 Duress/Panic System:

7.6.1 Panic/Duress buttons will be covertly mounted as indicated in Appendices A and B.

7.6.2 Duress Alarms will activate strobes with audible mounted in key locations as indicated in Appendices A and B.

7.7 Video Intercom/Door Answering System with Door Lock Release:
7.7.1 Video Intercom/Door answering system that provides remote personnel recognition of people requesting access to TSA space.

7.7.2 The Video Intercom/Door Answering Systems will have the capacity for additional door stations, and up to two additional interior stations.

7.7.3 System will provide capability for remote release of the door from within TSA space.

8. **Period of Performance:** As directed by the TSA Office of Acquisitions Contracting Officer through the TSA Field Support Unit COR.

9. **Training:** Contractor will provide onsite training to multiple TSA personnel to enroll, update and remove persons in the Hirsch Velocity access control system, as well as how to arm/disarm and properly use the Bosch IDS. NOTE: more than one person is to be trained to prevent single point of failure. A minimum of three (3) hours of training will be conducted to ensure the local office is trained in the use and operation of all systems. At the conclusion of the training, the Contractor will provide copies of the training documentation to include class roster and list of items covered to the Federal Security Director (FSD)/Manager at location and TSA PSD.

10. **Contractor Roles and Responsibilities:**

10.1 The contractor will use GSA schedules and/or other government discounts when purchasing equipment or services on behalf of the TSA.

10.2 All conduit sizing and installation are the responsibility of the Contractor if required by facility.

10.3 Install and label for easy identification the wiring and hardware necessary to install the systems to meet the SOW specifications.

10.4 Install all security systems and/or devices in accordance with manufactures’ requirements.

10.5 Legacy security equipment not being incorporated into the new system(s) will be removed, stored, inventoried and presented to FSD Staff for shipment to PSD.

10.6 Door Hardware.

10.6.1 Ensure the doors indicated in Appendices A and B meet the technical specifications within paragraph 7.1. by installing/replacing door closers, locks, etc.

10.6.2 The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware.

10.6.3 Existing doors will be used when feasible. Double doors on the perimeter will be replaced with single leave door.

10.6.4 The contractor will provide and install recessed Door Contact switches or equivalent, where specified in Appendices A and B, and connect to the main alarm panel.

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10.6.5 The Contractor is responsible for purchasing a high security Medeco lock (or approved equivalent) and key system approved by the TSA. In procuring the lock and key system, the Contractor must adhere to the following requirements:

10.6.5.1 The key operated lock housing must accept a Medeco UL 437 M-3 Interchangeable Core.

10.6.5.2 The client's identity (TSA) and the where the locks are installed will not be divulged except as agreed upon by TSA.

10.6.5.3 Deliver all change keys and core keys to TSA field representative.

10.6.5.4 All change keys will be impressed with a sequential serial number on the bow of each key.

10.6.5.5 The core key will be impressed with "Core" or "Control" on the bow of the key. Provide all pinning and key cut information to a TSA representative.

10.6.5.6 Label each core with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.

10.6.5.7 The Contractor will provide and install all locksets, cores, and keys. Each key will have the serial number stamped on one side of the bow. Deliver all keys and any remaining cores to the local TSA representative.

10.6.5.8 The Contractor will be responsible for creating and maintaining an expandable multi-tiered master key system hierarchy. The contractor based on the needs of the local/field TSA FO will design the hierarchy.

10.7 IDS.

10.7.1 Install and program a Bosch B9512G (or most current approved model) IDS with connected Bosch B942 Arm/Disarm keypads and Bosch DS9360 Ceiling Mount Panoramic TriTech Motion Detectors. IDS will be installed IAW the layout in Appendix A. Program the IDS IAW Appendix D.

10.7.2 The contractor will provide and install 360 deg Ceiling Mount Motion Detectors within operating distance of all entrance/emergency exit doors as indicated in Appendices A and B, and connect to the main alarm panel to alert the monitoring station of surreptitious entry.

10.7.3 The installer must complete the FPS Mega Center Alarm Requirements Document (MARS) (see Appendix I) once the system has been installed and is ready for set up and programming. Once the system is fully programmed a copy of the FPS ALL EVENTS HISTORY REPORT must be provided to both FSD staff and the POC in paragraph 5 at least 48 hours before arrival of system acceptance testing. The Battle Creek MEGA CENTER will remotely monitor and be compatible with FPS existing hardware and software. Bosch B9512G. Battle Creek Mega Center 1-866-312-4004. Contractor will provide prior to acceptance by TSA PSD FSU a completed FPS MARS

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document as well as a current testing document showing that all zones are operational and monitored by FPS. When the alarm system is completely installed and programmed, it must be fully tested with the MegaCenter Alarm Services Desk the Contractor must then schedule an acceptance inspection. Once this inspection is completed and the work determined satisfactory documentation will be provided. Security system must be fully operational and monitored by FPS before final payment is authorized.

10.7.4 The contractor will provide all equipment mounts, slides, shelves or other necessary items to install/mount equipment.

10.7.5 The contractor will be responsible for all the initial input of all user codes.

10.8 Electronic Access Control System.

10.8.1 Install complete system with HIRSCH UTrust TS scramble Pad Readers, Hirsch HSPD-12 Compliant Mx Controller (or most current approved controller).

10.8.2 Program the Hirsch Velocity system IAW Appendix E.

10.8.3 The contractor will be responsible for all the initial input of all user codes, HSPD-12 enrolment of all TSA personnel. HSPD-12 enrolment will consist of using both the HSPD-12 cards issued by TSA and a unique code for each TSA employee. Contractor will do all initial enrollments of TSA employees and provide training to TSA staff. NOTE: GENERIC/UNIVERSAL access codes are not authorized for TSA/Federal Air Marshal facilities.

10.9 CCTV:

10.9.1 The contractor is responsible for obtaining, installing, programming, and testing a complete turn-key Bosch Closed Circuit TV (CCTV)/DVIR system (to include cameras) that is approved by the TSA Office of Security. The contractor will maintain and warranty the system for one year after the TSA acceptance date.

10.10 Duress/Panic System: Install and connect to the IDS duress buttons with Strobes to include strobes mounted outside TSA spaces to alert security response force of duress activation.

10.11 Video Intercom/Door Answering System: The Contractor will purchase, install, program, maintain, and test a turn-key IPhone Model JO Series or equivalent. (Note: Only the TSA Office of Security provides Approval of an Equivalent Video Intercom/Door Answering System). The Contractor will provide and install, program, maintain and test the system. Install all equipment according to manufacturer’s specifications.

10.12 Contractor will submit to TSA PSD FSU a detailed line item cost breakdown for all security material and employee hours billed to the United States Government. Contractor will provide a detailed installation schedule to TSA PSD FSU as part of the proposal submitted by the contractor. Contractor will also immediately advise TSA PSD FSU in writing of any delays.

11. Expertise Requirements:
11.1 The Contractor shall obtain all necessary permits and/or licenses as required by federal, state, or local law.

11.2 The Contractor shall be licensed to complete all work, where required, by state and local municipalities.

11.3 The Contractor shall be responsible for complying with any applicable laws, codes and/or regulations (federal, state, and local) in connection with completing the work specified within this SOW.

11.4 The Contractor personnel installing and programming the security system(s) will be certified by and current with the system manufacture(s). Certification must be within the past three years from period of performance.

11.5 The Contractor locksmith personnel installing, keying, pinning locks, and other security devices will be certified by, and current with the manufacture in addition to being properly licensed.

11.6 The Contractor personnel installing the Bosch intrusion detection system must be a certified vendor who is experienced in programming the advanced software features associated with the B9512G panel. Certification must be within the past three years from period of performance.

12. Project Management Requirements:

12.1 Upon request by the TSA Office of Security, the local TSA staff, or OSO, Compliance, Surface Inspections, the contractor will be required to provide the following information about the contractor’s employees and subcontractors who may have direct or incidental access to information being provided by the TSA:

   12.1.1 Employee’s full name
   12.1.2 Employee’s date and place of birth
   12.1.3 Employee’s social security number
   12.1.4 Employee’s race and sex
   12.1.5 Complete Finger Print Card
   12.1.6 General Release of Information document

12.2 All program software and written materials pertaining to the security/access control system and related devices will be turned over to the TSA Office of Security, to include:

   12.2.1 Detailed Line Item Cost Proposals
   12.2.2 Product Specification sheets
   12.2.3 Inventory lists
   12.2.4 Operating and installation instructions
   12.2.5 As-built drawings
   12.2.6 Key cut and pinning charts for locking system

12.3 Copies of all certifications and/or completed training will be available for review on site.

13. Regulatory Requirements:

   Initials: Lessor.________ & Govt.________
13.1 **Site access requirements:** The Contractor must obtain the appropriate airport identification to work within the secure side and provide their own escorts. Contractor personnel without issued airport identification that are working within the secure side of the airport must be escorted at all times.

14. **Recording Presence:** Each contract employee shall sign in at the site each day when reporting to work and sign out when leaving the work site at the end of each day. In addition, if leaving work site for any reason, personnel must sign out at time of departure and sign in again upon arrival.

15. **Federal Protective Service Requirements:** The FPS maintains four Multi-Regional Emergency Management Control Centers (Mega Centers) across the country. The Mega Centers handle alarm monitoring and radio dispatch of FPS Officers and Contract Guards for alarm response, criminal activities and emergencies for GSA federally owned properties and leased space. Additionally, the Mega Centers notify local authorities; including law enforcement, emergency medical services and/or fire department, as designated by customer protocols. FPS maintains a standard equipment list that must be adhered to by all Clients. The Mega Centers can only accommodate the following UL commercial listed panels Honeywell (Ademco) model numbers Vista 128 and 250 series, Radionics model numbers 7412G, 9412G and 9512G series, CADDx model number NX8E, or DMP model numbers XR100 & XR500. Proprietary panels will not be accepted due to the inability to provide adequate support. Fax or email the completed application to the appropriate MegaCenter Alarm Services Desk. You must allow 48 hours, or 2 full business days, for account setup. After installation is complete, contact the MegaCenter to schedule alarm system acceptance testing.

16. **Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule/Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator/use training provided by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>MARS agreement completed by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventoried legacy security equipment</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>IDS testing and supporting documentation</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Contractor Equipment Pre-Acceptance Checklist</td>
<td>Submitted to the technical monitors identified in paragraph 5, prior to scheduling final acceptance of system</td>
</tr>
<tr>
<td>Detailed line item cost proposals</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventory lists</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Provide all recovery media and associated software</td>
<td>As part of the final acceptance</td>
</tr>
<tr>
<td>System(s) as-built drawings</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Locking system key cut and pinning charts</td>
<td>Prior to final acceptance of system</td>
</tr>
</tbody>
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17. **Warranty Work and Service:**

17.1 The Contractor will maintain and warranty all systems installed in this SOW for a period of 12 months from the date of Government acceptance.
17.2 Should any Contractor supplied part, component, workmanship or system, fail within that period of time, the Contractor shall immediately replace or repair that part, component, or system within 48 hours at no further cost to the Government. If the Contractor is unable to start and/or finish the repair or replacement, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).

17.3 The Contractor shall submit a copy of the as-built drawings, all commercial warranties, terms and conditions, specifications, and related booklets upon completion of systems installation. Delivery can be made to the technical monitors at:

TSA HQ
701 South 12th Street
Arlington, VA 22202
ATTN: FSU COR

and

TSA PSD FSU Region FAMS/GSA PROJECT MANAGER
ATTN: PSS William R Burnett
701 South 12th Street
Arlington, VA 22202

17.4 TSA reserves the right to expand or add to the system during the warranty period using firm(s) other than the Contractor for such expansion without affecting the Contractor's responsibilities, provided the expansion is performed by an authorized dealer for the affected equipment.

18. Final Inspection and Acceptance:

18.1 Prior to scheduling final acceptance Appendix B will be completed and submitted to the technical monitor(s) identified in paragraph 5.

18.2 The final acceptance test shall be performed concurrent for all systems based on the approved TSA SOW and shall be completed during a single site visit.

18.3 Acceptance by the Government will be given only after the satisfactory completion of the installation of the system(s), training, and receipt of submittals, all testing data and any other requirements within this SOW. Project acceptance can be issued only by the TSA COR or Technical Monitors.

18.4 The United States Government has the right to inspect and test all supplies called for in the contract, to the extent practicable, at all places & times and in any event before acceptance in any manner that does not unduly delay the work.

18.5 Personnel authorized to accept completion of security system installation projects on behalf of the United States Government / TSA is a Physical Security Specialist or personnel designated by the Chief of the Physical Security Section who is also current and certified as a Contract Officers Representative with certifications on file with TSA Office of Acquisitions.

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18.6 During the acceptance phase, the contractor will provide a binder with all recovery media and associated software as well as copies of manufacturer brochures and any floor plans or drawings for all security systems and/or devices installed.
Duress & Warning System
Detail

Duress/Panic Button

Strobe Warning Light
IDS Zone Detail

Area armed or disarmed from one of the two keypads at the main entrances

Separately Zoned Areas
Appendix B – DAY-Onsite Index Sheet

The pre-acceptance checklist must be completed, signed by the contractor and provided to the Technical Monitor (TM) of the project prior to scheduling the acceptance.

STANDARD items:

☐ Media Recovery and all software are provided to local TSA

Local TSA rep: ____________________________ ____________________________
Signature date

☐ System as-built drawings (all systems) are provided for review to the TM

☐ Equipment List/Inventory of all associated equipment (This includes all MEDECO Core and Control keys) provide to the TM

☐ Locking System key cutting and pinning charts provided to the TM

☐ Training Documentation for all systems

M1 Main Entrance Door #1

☐ 1 ea. Request to Exit (REX) button

☐ 1 ea. IDS Door position contact

☐ 1 ea. IDS Arm/Disarm keypad

☐ 1 ea. PIR 360 deg. Motion detector

☐ 1 ea. Duress/Panic button

☐ 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)

☐ 2 ea. CCTV Cameras positioned per Appendix A (1 inside and 1 outside space)

☐ 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (if required)

☐ 1 ea. Aiphone exterior to space

☐ 1 ea. Heavy Duty Door Closer

☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

☐ 1 ea. Anti-pick Plate

Initials: Lessor __________ & Govt. __________
M2 Main Entrance Door #2
- 1 ea. Request to exit (REX) button
- 1 ea. IDS Door position contact
- 1 ea. IDS Arm/Disarm keypad
- 1 ea. PIR 360 deg. Motion detector
- 1 ea. Duress/Panic button
- 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)
- 1 ea. CCTV Camera positioned per Appendix A
- 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (If required)
- 1 ea. Aiphone exterior to space
- 1 ea. Heavy Duty Door Closer
- BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.
- 1 ea. Anti-pick Plate

E1 Emergency Exit Door
- 1 ea. IDS Door position contact
- 1 ea. PIR 360 deg. Motion
- 1 ea. CCTV Camera positioned per Appendix A
- 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
- 1 ea. Heavy duty door closer
- 1 ea. Anti-pick plate
- BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

L1 LAN Room
- 1 ea. PIR 360 deg. Motion detector
- 1 ea. IDS door position switch
- 1 ea. IDS Arm/Disarm keypad
- 1 ea. IDS Control Panel
- 1 ea. CCTV Camera positioned per Appendix A
- 1 ea. CCTV DVR Workstation and Monitor
1 ea. HSPD - 12 Scramble PROX reader
1 ea. Hirsch M8 Control Panel
1 ea. Hirsch server
1 ea. Built in Request to Exit (REX) switch
1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
1 ea. Heavy duty door closer
1 ea. Anti-pick plate
BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

S1 File Storage Room

1 ea. IDS Door position switch
1 ea. IDS Arm/Disarm keypad
1 ea. 360 deg. Motion detector
1 ea. HSPD-12 Scramble PROX reader
1 ea. Built in Request to Exit (REX) switch
1 ea. CCTV Camera positioned per Appendix A
1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
1 ea. Heavy duty door closer
1 ea. Anti-pick plate
BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

T1 TSSE Office

1 ea. IDS Door position switch
1 ea. IDS Arm/Disarm Keypad
1 ea. 360 deg. Motion detector
1 ea. HSPD-12 Scramble PROX reader
1 ea. Built-in request to exit (REX)
1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
1 ea. Heavy duty door closer

Initials: Lessor, ________ & Govt. __________
BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

O1 Supervisor’s Office

- 1 ea. 32’ LCD CCTV Monitor
- 1 ea. Hirsch Enrollment Station

Initials: Lessor__________ & Govt.__________
Appendix C – Approved Equipment List

Intrusion Detection System (IDS):

- BOSCH - D9512GV Controller
- BOSCH - B942 Touch Screen Keypad
- BOSCH - D8128D Zone Expander
- BOSCH - DS9360 TriTech Motions
- INTERLOGIC - 2707AD Door Contact (Perimeter and High Security Doors)
- Magnasphere – HS-L1.5-111
- SENTROL - 1078C Door Contacts (Interior Doors)
- HUB - HUB-2A Covert Duress Button (Latching DPDT, 3 Screw 3 Solder Terminals)
- ADEMCO - 269/270 Duress Button
- AMSECO - SL401 Strobe light
- SEMI-Stat

Aiphone Components:

- AIPHONE - IS-MV Master Desk Station (Interior)
- AIPHONE - IS-DV Door Station (Exterior)
- AIPHONE - JO-1MD Master Wall Station (Interior)
- AIPHONE - JO-1FD Expansion Wall Station (Interior)
- AIPHONE - JO-DV Door Station (Exterior)

Access Control (PACS-HSPD12):

- HIRSCH - Control Panels MX2, MX4, MX8, MX16 (No Substitution-PACS)
- HIRSCH – SNIB 3
- HIRSCH - UTrust-TS-Readers
- HIRSCH - UTrust-TS-HL Readers (High Intensity)
- HIRSCH - UTrust PIV Class Reader (Interior doors only)
- HIRSCH - REX EPB2E
- HIRSCH - MELM3 Door Modules
- HIRSCH - MB3 Mounting Boxes Heavy Duty Flush Mounting Box
- HIRSCH - MB4 Mounting Boxes Heavy Duty Surface Mounting Box
- HIRSCH - MB5 Mounting Boxes Exterior Heavy Duty Surface Mounting Box
- HIRSCH - MB8 Mounting Boxes Heavy Duty Slope Flush Mounting Box
- HIRSCH - MB9 Mounting Boxes Heavy Duty Slope Surface Mounting Box

CCTV System:

- BOSCH - DIVAR 5000 Hybrid- DRH-5532-214D00 16ch IP/16ch AN 1x4TB DVD
- BOSCH – DIVAR 3000
- BOSCH - NIN-73013-A3A FLEXIDOME IP Starlight 7000 VR
- BOSCH - CCTV Monitor 21”-35”
- Inovonics SNG BUTT WL IV-EN1235S
- Inovonics backup power source
- Bosch / S707V-T-ST/ 4 CH Video/Trans
- Altronics/SMP-10/PS Power supply for cameras
- 24” and 32” LCD Monitor

Initials: Lessor___________ & Govt.__________
Door Hardware:

- Folger Adams - 310-1 Door Strike
- Mag lock 1200lbs
- Altronix-Door Strike Power Supply
- Cylindrical Lever Lockset w/Medco
- Mortised Lockset w/Deadbolt & Medco
- MARKS – Mechanical/Electrified Door Hardware
- Heavy Duty-Acoustical Door Closer
  - Acoustical Surfaces, Inc. - Heavy Duty Jamb Seal Kit #1 or #2 (Includes: Model #330C and 599C)

*BOLD Items-Verified with Vendor Most Current
TSA IT Requirements for (DAY) Dayton, OH

This Scope of Work addresses the TSA Network infrastructure necessary to accommodate the requirements for providing TSA Data Network connectivity at the new TSA Office Space at (DAY) Dayton, OH.

1) Main Data Cabinet

Contractor shall install an appropriate sized (preferably a 24U) Wall-Mount IT Cabinet, as specified by TSA within TSA Controlled Office Space. Specifications supporting the TSA MDF (Main Distribution Frame) and its components are per physical security requirements and program requirements, include the following items:

a) Install on two walls ¾ inch fire-rated plywood from the structural floor to a height of 8' in room T200H.
b) Install one Wall-Mount cabinet on one of the plywood wall.
c) Install one fiber patch panel.
d) Install and punch down one 48 port patch panel to support work station cabling.
e) 20Amp Electrical Service to the Inside-Rear of the Wall-Mount cabinet.
f) Route existing fiber connections in room 210 to new MDF COMMs room T200H. These fiber connections are to be extended/terminated into this cabinet.
g) Associated TSA Data Cabling will be Cat6 standards, based on Building and/or Airport Rules/Regulations.

2) Wiring

a) Install, terminate, and test the data cabling (Cat6) between the workstation locations as indicated on the floor plan drawing and the designated TSA IT Cabinet Patch Panels. “Work Station port locations to be IAW POR”. (Estimated number of data drops is 30.)
b) Each “Desk Location” will be depicted on schematics and will require a “Dual” drop (2 cables).
c) Provide all Cross-Connect cables for use between contractor installed connections and TSA Switches.

Terminations:

- Each Data cable is to be home run from IT Patch panel to station end with no line splices.
- Each installed data cable must be terminated at the station end to an appropriate faceplate using the CAT6 modular jack.
- The termination configuration for all data cables will be 568B and will terminate all pairs of the cable.
- Provide cabling as required as to ensure end-to-end connectivity between the station end and servicing patch panel.
- All cables and materials used will comply with all applicable local standards for building and electrical materials and construction.

Initials: Lessor_________ & Govt._________
Testing and Labeling:

- Each new data cable, including the modular jack, shall be certified for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz. Test results shall be furnished upon request.
- All cables, modular outlet jacks, faceplates and MDF terminations shall be clearly labeled for ease of identification per the TSA labeling specifications.
- All cables and faceplates will be labeled utilizing a logical labeling scheme consistent with the currently installed cable plant.
- All communication cables installed as part of this installation shall comply with TIA/EIA standards.
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT No. 6

TO LEASE NO. GS-05B-17937

PDN Number: PS0043871

ADDRESS OF PREMISES
DAYTON INTERNATIONAL AIRPORT,
PASSENGER TERMINAL BUILDING
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312

THIS AGREEMENT, made and entered into this date by and between City of Dayton
whose address is: 101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to issue the notice to proceed for the leased premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 6 is hereby issued to give Notice to Proceed for the following work herein attached:

<table>
<thead>
<tr>
<th>Work</th>
<th>Proposal Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titan Commercial Flooring (3 pages)</td>
<td>October 10, 2019</td>
<td>$5,595.00</td>
</tr>
<tr>
<td>COPP Integrated Systems (6 pages)</td>
<td>March 26, 2019</td>
<td>$113,529.47</td>
</tr>
<tr>
<td><strong>Total NTP Amount</strong></td>
<td></td>
<td><strong>$123,124.47</strong></td>
</tr>
</tbody>
</table>

The amount of $123,124.47 will be reimbursed, not amortized and paid directly to the Lessor outside of the monthly rent. The amount of $123,124.47 includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitted, and any A/E fees. Upon completion and acceptance of the work by the Government and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump sum payment in the amount of $123,124.47. Any amount in excess of the amount $123,124.47 must be approved by the Government Contracting Officer in writing.

This Lease Amendment contains 11 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]
Name: Joseph D. Parlette
Title: Deputy City Manager
Entity Name: City of Dayton
Date: November 21, 2019

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Jeanette Torres
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: __________________________

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Esther Rahn
Title: City Manager Office Assistant
Date: November 21, 2019

APPROVED AS TO FORM AND CORRECTNESS:

Signature: [Signature]
City Attorney

Lease Amendment Form 09/12
Any change orders and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance, in writing, by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order. Any work done above the amount of

Please follow the instructions below when submitting invoices for payment:

1. GSA procedures require invoice(s) to contain a Pegasus Document Number (PDN). The PDN for this transaction is **PS0043871**. Please ensure this number is included on ALL invoice(s) submitted to the Finance Center listed below.

2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company’s information. The vendor’s name and address must match the name and address of the payee of the lease document.

3. Please submit invoices electronically to www.finance.gsa.gov. Vendors or Lessor’s unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

   GSA, Greater Southwest Finance Center (7BCP)
   P.O. Box 17181
   Fort Worth, Texas 76102

END OF DOCUMENT
October 10th, 2019

TO
City of Dayton Dept. of Aviation
Attn: Russ

FROM
Project Manager: Doug Gerhart
Email – dgerhart.titanflooring@gmail.com

Bid/Project Number: 19-139

PROJECT
TSA Offices

Please accept Titan Commercial Flooring Inc. proposal for the above-mentioned project. Titan Flooring proposes to complete the following scope of work described below for the specified price, terms, and conditions detailed herein.

Pricing Excludes Moving Furniture

Carpet
  ⊕ Furnish Labor to Remove Existing Carpet and Put in Owners Dumpster.
  ⊕ Furnish and install Patcraft Reason Carpet Tile color TBS.

Resilient Flooring
  ⊕ N/A

Ceramic
  ⊕ N/A

Cove Base
  ⊕ Furnish Labor to Remove Existing Cove Base and Furnish and install New 4" Roppe Cove Base color TBS.

Floor Prep
  ⊕ Furnish Materials and Labor for Floor Prep.

Miscellaneous
  ⊕ N/A

Lessor Initials JDA & Gov’t Initials
General Requirements
✦ Per manufacturer recommendations, areas to receive flooring are to be at a minimum of 65° for 72 hours before, during and after installation.
✦ The following concrete specifications must be met: ASTM F 1869 states: “Test results must not exceed the limits specified in ASTM F 170, “Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring” (3 pounds/1000 sq. ft./24 hours or the flooring manufacturers recommendations”).
✦ All applicable taxes and insurance are included.
✦ All required equipment is included.

Exclusions
✦ Removing or treating slab as a result of curing compounds or “bond-breakers” that have been applied.
✦ All furniture to be removed by other unless otherwise noted on proposal.
✦ All existing flooring to be removed by other unless otherwise noted on proposal.
✦ Waxing, floor protection, grout sealing, mud bed, epoxy grout & mortar unless otherwise noted on proposal.
✦ Waterproofing membrane and crack isolation membrane unless otherwise noted on proposal.

For the following totals:

<table>
<thead>
<tr>
<th>Carpet Removal</th>
<th>1</th>
<th>274 sq</th>
<th>$948.00</th>
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<tbody>
<tr>
<td>Reason Carpet Tile</td>
<td>2</td>
<td>302 sq</td>
<td>$6,906.00</td>
</tr>
<tr>
<td>Cove Base</td>
<td>1</td>
<td>611 lf</td>
<td>$1,403.00</td>
</tr>
<tr>
<td>Floor Prep</td>
<td>6 hrs</td>
<td>1</td>
<td>$338.00</td>
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</table>

Sub-Total: $9,595.00
Tax: Excluded
Total: $9,595.00

Authorized Signature: Douglas M. Gerhart

This quote is valid for thirty days.

ACCEPTANCE OF PROPOSAL: All above prices and specifications, as well as attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as billed, with terms being net 30. It is understood and agreed that this work is not provided for in any other agreement.

Accepted By: Joseph D. Parlette  
Signature: [Signature]  
Date: November 21, 2019  
Title: Deputy City Manager
TERMS AND CONDITIONS

Jobsite and Work Conditions
A. Customer shall make certain work areas are clean, free from interference by other trades, and ready for installation of Titan Flooring materials.
B. Titan Flooring shall perform work in a workmanlike manner consistent with industry standards.
C. Titan Flooring will not be liable for damages or delays caused by strike, fire, acts of God, or causes beyond Titan Flooring control including material production delays.
D. Titan Flooring will not be liable for damages or delays caused by other trades, or failure to have installation area ready.

Changes and Extra Work
A. Titan Flooring shall perform no extra or additional work unless it is authorized and specified by customer, and customer agrees to pay for the same.

Floor Preparation
A. Floor preparation is an estimate of required work based on industry standards to fill minor cracks, saw cuts, expansion joints, and holes.
B. Any floor preparations required to skim coat entire floor area, level substrate, remove existing adhesive, or repair missing or damaged sub-floors are considered additional work to this proposal unless otherwise noted. Work will not proceed with floor preparation or finish floor installation until this additional work is properly authorized.

Color and Style Selections
A. This proposal may include items for which a color and/or style choice has not been made. In this event, this proposal is based on the selection of one color and/or style per item. Titan Flooring reserves the right to revise this proposal pending color and/or style selections.

Warranties
A. All material and workmanship shall be warranted for one year from the date of completion.
B. Titan Flooring Inc. hereby assigns to Customer all warranties made by manufacturers of goods or materials sold herein.

Safety
A. Titan Flooring will provide Site Specific Safety Manual and MSDS to Customer upon request.
B. Customer will provide Titan Flooring with any safety requirements and MSDS, if applicable.
C. Titan Flooring and Customer will enforce all applicable labor and safety laws and regulations.

Financial
A. This proposal is subject to approval of Customer's credit worthiness by Titan Flooring.
B. Delinquencies of more than 30 days from billing date shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law.
C. Unless otherwise stated, if the total of this proposal is over $1,500.00, partial payment(s) may be requested at thirty-day intervals. Failure to pay a partial pay request within thirty days could result in a suspension of installation.
D. Payment may be requested from customer for stored material when Titan Flooring receives material.
E. A current tax-exempt certificate must be on file or returned with this proposal in order to receive sales tax exemption.
** Quotation **

Project Number: 93807

For:
Dayton Int'l Airport
2nd Flr TSA Office Area - Security

Dayton Int'l Airport
Accounts Payable
3600 Terminal Bldg Rm 300
Vandalia, OH 45377

Tel: 937-454-8204 A/P   Fax: 937-454-6580

<table>
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<th>Qty</th>
<th>Description</th>
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**CONTRACT RIDER**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE
PROFESSIONAL SERVICES AGREEMENT CONTRACT #CT17-1651, DATED JANUARY 1, 2017 BETWEEN CITY OF
DAYTON, OHIO DAYTON INTERNATIONAL AIRPORT (Hereinafter referred to as "CITY") AND, COPP INTEGRATED
SYSTEMS (Hereinafter referred to as "COPP").

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement by COPP.

For adding equipment as follows:

The below pricing is based on the received documentation for the TSA DAY-Onsite.
Documentation included the Statement of Work, and Appendices A through J for the security Systems.

All systems cable will be ran open cable in J-hooks. No conduit is being provided at this time.
System is currently priced as a stand alone system and does not include the Hirsch FICAM government PIV card verification option.

The Tele/Data will not be covered in the below professional service agreement.

**IDS System**

1 Control Panel Kit Includes:
  B9512G, B8103, B430, D1640, D101

BOSCH F1R
1 BATTERY, 12V 7 AH

BOSCH F1R
1 DUAL BATTERY HARNESS

BOSCH F1R
5 Color Graphic Touch Screen Keypad w/ Prox, Wht

BOSCH F1R
1 POPEX ZONE EXPANDER FOR G SERIES

BOSCH
2 Octopopits Module

GESECUIT
8 PIR-Microwave, Tri-Tech, Panoramic, Ceiling Mount

GESECUIT
6 High Security Contacts with Armored Cable, Triple Biased, DPDT,
Biased, DPDT, 3/16# to 5/8# gap size. Double Pole-Double
Throw. 3# Stainless Steel Armored Cable

ADI
6 SENTRL Z BRACKET F/2700 SERIES

ADI
3 3-SCREW TERM HOLD-UP BUTTON

ADI
5 Amseco Strobe Light

Altronix
1 Power Supply-Charger, Supervised, Includes:
<table>
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<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
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<tbody>
<tr>
<td>Identiv</td>
<td></td>
<td>and CAC1 card enrollment into Velocity.</td>
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<tr>
<td></td>
<td>1</td>
<td>Velocity 3.6 Server and Client application software. DVD installs Single User, Server, or Client. For networks of DIGI*TRAC controllers (CCM-F Version 7.4.31 or higher). Enrollment, Photo Badging, Dynamic Graphics, Alarms, Events, Control, History, Who's Inside, Programming, and Editing. Runs on</td>
</tr>
<tr>
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<td></td>
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</tr>
<tr>
<td>Identiv</td>
<td></td>
<td>1 22&quot; LED Computer Monitor</td>
</tr>
<tr>
<td></td>
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<td>Windows 10 - Core I7 Quad Core, 3.4GHz, 8MB cache, 16GB DDR4 (2133MHz), 500GB Serial ATA hard drive, DVD +/- RW, mouse, keyboard, DELL 22&quot; LCD monitor, 4GB video card (dual monitor). speakers, 3 year service and support from manufacturer. (All computer configurations subject to change.)</td>
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<td>22&quot; LED Computer Monitor</td>
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<tr>
<td>Altronix</td>
<td></td>
<td>Power Supply-Charger, Supervised, Includes: SMP7PM w/ Cabinet,</td>
</tr>
<tr>
<td>Altronix</td>
<td></td>
<td>Power Distribution Unit, PD-8 With Circuit Breakers Instead Of</td>
</tr>
<tr>
<td>ADI</td>
<td>4</td>
<td>7ah Battery</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Electric lock (provided by other)</td>
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<tr>
<td>HONEYWELL</td>
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<td>22/6 STR OAS CMP 1M</td>
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<tr>
<td>ADI</td>
<td>500</td>
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<tr>
<td>HONEYWELL</td>
<td>500</td>
<td>18/4 STR JKT CL2P 1M BX BGE</td>
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<tr>
<td>HONEYWELL</td>
<td>500</td>
<td>18/4 STR JKT CL2P 1M BX BGE</td>
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<tr>
<td>HONEYWELL</td>
<td>150</td>
<td>18/4 STR JKT CL2P 1M BX BGE</td>
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<tr>
<td>WCW</td>
<td>200</td>
<td>Cat 6 23-4P Violet</td>
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<td>Copp</td>
<td></td>
<td>Lot Network Jacks, plugs, and Patch cables Misc. Installation Hardware</td>
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**Access Material Total**

30,294.53

Continue Next Page...
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<th>Mfr-Part No.</th>
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<td>Dome &amp; Day/Night Network Camera, FLEXIDOME</td>
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<td>In-ceiling Support Kit</td>
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<td>22-inch High Performance HD LED Monitor</td>
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<td>Tilt Wall Mount</td>
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<td>LIBERTY</td>
<td>3</td>
<td>HDMI Over HDBaseT Kit for 3 Monitors</td>
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<tr>
<td></td>
<td></td>
<td>flexible power, RS232 &amp; IR control, and ethernet</td>
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<tr>
<td>LIBERTY</td>
<td>2</td>
<td>1x2 HDMI Distribution Amp (Splitter) HDMI 2.0 18G</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4K60 4:4:4 capable</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>24PRT-POE/ 2PRT-GiG-SFP/ 390W</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Lot Network Jacks, plugs, and Patch cables</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>SmartOnline 6-Outlet / 2200VA / 1600Wat</td>
</tr>
<tr>
<td>MidAtlan</td>
<td>1</td>
<td>21 SPACE (36 3/4), 19 1/2 DEEP STAND ALONE RACK</td>
</tr>
<tr>
<td></td>
<td></td>
<td>K WITH REAR DOOR, BLACK FINISH</td>
</tr>
<tr>
<td>MidAtlan</td>
<td>1</td>
<td>10 OUTLET, SINGLE 15A CIRCUIT WITH CURRENT METER,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>THIN POWER STRIP W/9' CORD, FITS RACKS THAT ACCEPT 'G' POWER</td>
</tr>
<tr>
<td>WCW COPP</td>
<td>2000</td>
<td>Cat 6 23-4P Violet</td>
</tr>
<tr>
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<td></td>
<td>Misc. Installation Hardware</td>
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**CCTV Material Total** 20,317.02

**Total Material** 57,846.34

Lot Security Install, programming, testing, and training 37,149.35
Lot Material, Installation & Testing for Tele/Data. 18,533.78

**Grand Total for all Security & Tele/Data** 113,529.47

Continue Next Page...
Copp To Provide:
- All above listed equipment.
- Installation and termination of above equipment.
- Termination of door hardware that's provided by others.
- Set up and commissioning of system.
- One year parts and labor warranty. After the one year warranty, TSA will be responsible for any maintenance and service calls.

Customer to Provide:
- Access to Job Site Mon - Fri 8 am to 4:30 pm
- All A/C power necessary to complete installation

Provided by Others:
- All electric door locks.
- Any other required door hardware.
- Installation of all door hardware.

DESCRIPTION OF WORK: Backbone Copper Infrastructure
- Provide and install the necessary hardware (J-hooks, Bridle Rings, D-Rings, etc.) to support the cable as required.
- Provide and install (1) Category 3 plenum 25 pair plenum cable from Room 215 to the new TSA IT Room Cabinet as required.
- Provide and install 110 style termination blocks as required.
- Test all pairs for continuity as required.

DESCRIPTION OF WORK: Backbone Fiber Optic Infrastructure
- Provide and install the necessary hardware (J-hooks, Bridle Rings, D-Rings, etc.) to support the cable as required.
- Provide and install (1) 6 Strand OM1 Armored Fiber Optic Cable from Room 215 to the new TSA IT Room Cabinet as specified.
- Provide and install (1) Wall Mount LIU and (1) Rack Mount LIU and the necessary SC style coupler panels as required.
- Provide and install SC style Unicam connectors as required.
- Test, Certify, and Label (1) 6 Strand OM1 Fiber Optic Cable.

DESCRIPTION OF WORK: Horizontal Copper Infrastructure
- Provide and install the necessary hardware (J-hooks, Bridle Rings, D-Rings, etc.) to support the cable as required.
- Provide and install (2) Category 6 plenum cables for data to (21) locations in the specified TSA office from the new TSA IT Room Cabinet as specified.
- Provide and install (1) Category 6 plenum for voice to (3) locations throughout the new TSA office space from the new TSA IT Room Cabinet as specified.
- Provide and install Panduit Category 6 jacks, faceplates, and patch cords as required.
- Install 3/4" fire rated plywood backboard and cable management in the new TSA IT Room as required.
- Install (1) TSA supplied equipment cabinet as specified.
- Provide and install Category 6 patch panels and horizontal wire managers in TSA supplied cabinet as required.
- Remove any unused telecom cables and equipment per the NEC as required.
- Test, certify and label (45) Category 6 cables.
- Provide and install the necessary hardware for (2) 20 Amp Circuits inside the TSA supplied equipment cabinet as required.

Notes:
Terms of pricing:
- Pricing excludes any applicable sales tax.
- Progressively billed monthly
- Net 30 days.

- Without established credit with CSI.
  - 50% down with order & remaining due at completion

- With established credit with CSI and in good standing
  - Signed and date quotation returned to CSI.
  - Purchase order when applicable

- CSI also accepts MC, Visa, AM, Discover
- All payments made by credit card will be charged a convenience fee.
<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The convenience fee will be 2% for MasterCard/Visa/Discover payments and 3% for American Express payments

- Warranty Service will be done during normal business hours Mon - Fri 8:00 a.m. to 4:30 p.m. excluding holidays.
- If customer requires after hour warranty service, the customer will be charged the difference for the normal labor rate and the after hours rate.

Please feel free to contact me should you have any question or concerns

Thank you
Craig S. Gray
Director of System Engineering

csg@copp.com
937-228-4188 Office
937-913-2207 Direct
937-673-2207 Cell

- This proposal, and its contents, are confidential and explicitly for the eyes of the customer. Any breach in confidentiality (visual or verbal) could result in legal action against the offending agent &/or agency.

This "Quotation" is Valid for 60 Days.

Signature: ______________________ Date: ____________ Project Total: $113,529.47

3/26/2019 COPP INTEGRATED SYSTEMS Project: 93807

[Signature]
November 20, 2019

TO: City Manager’s Office

FROM: Gil Turner, Interim Director
Department of Aviation

SUBJECT: GSA Lease Amendment No. 6 (Notice To Proceed)

Attached for your review is Lease Amendment No. 6 between the Government Services Administration (GSA) and the City of Dayton. This Lease Amendment will provide a “Notice To Proceed” with renovation of office space at the Dayton International Airport.

Please contact Ms. Long at clong@flydayton.com or 937-623-2414 so we can pick up the documents at the earliest time possible.

Thank you.

GBT/cml

Attachments (4)
CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

PURCHASE ORDER

P.O.# Date Page
P1901237 10/11/19 1 of 3

SHIP TO & INVOICE TO:
Airport Operations Manager
Terminal Maintenance/Terminal Bldg
3600 Terminal Drive
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on All Documents
No state or federal taxes are to be included in prices billed.
Payment will be made upon receipt of an approved invoice or material, whichever is later.

<table>
<thead>
<tr>
<th>Buyer Name</th>
<th>Date Required</th>
<th>Payment Terms</th>
<th>F.O.B. Point</th>
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</thead>
<tbody>
<tr>
<td>NICOLE FOX</td>
<td>12/31/19</td>
<td>Net 30</td>
<td>FOB Destination, Frt. Prepaid</td>
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<th>UNIT PRICE</th>
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<tr>
<td>67017</td>
<td>Irrigation Systems, Supplies, Parts, and Accessories</td>
<td>1.00</td>
<td>LOT</td>
<td>9,595.0000</td>
<td>9,595.00</td>
</tr>
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</table>

TSA OFFICES-AVIGATION
CARPET FURNISH LABOR TO REMOVE EXISTING CARPET AND PUT IN OWNERS DUMPSTER; FURNISH AND INSTALL PATHCRAFT REASON CARPET TILE COLOR TBS; COVE BASE FURNISH LABOR TO REMOVE EXISTING COVE BASE AND FURNISH AND INSTALL NEW 4" ROPE COVE BASE COLOR TBS; FLOOR PREP FURNISH MATERIALS AND LABOR FOR FLOOR PREP.

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper regulation has been made for the above order and that a certificate of the necessity of the expenditure has been placed on file in this office.

Purchasing Agent

Certificate
I hereby certify that the amount of money required to meet the payments called for in the above order has been briefly appropriated for such purposes 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 of any previous encumbrance.

APPROVED BY
CITY COMMISSIONER

Clerk of Commission
CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

PURCHASE ORDER

P.O.# Date Page
P1901237 10/11/19 2 of 3

SHIP TO & INVOICE TO:
Airport Operations Manager
Terminal Maintenance/Terminal Bldg
3600 Terminal Drive
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on ALL Documents
No state or federal agency has to be included in prices billed.
Payment will be made in accordance with approved invoice or material, whichever is later.

VENDOR 273346875
Titan Commercial Flooring INC
425 Clinton St
Clayton OH 45315

Buyer Name Date Required Payment Terms F.O.B. Point
NICOLE FOX 12/31/19 Net 30 FOB Destination, Frt. Prepaid

ITEM NO. COMMODITY DESCRIPTION QTY U/M UNIT PRICE EXTENDED

PER PRICING ON QUOTE DATED 10-10-2019
DELIVERY: AS SCHEDULED

| DISCOUNT: | .00 |
| ADDL CHARGES: | .00 |
| TOTAL TAXES: | .00 |

TOTAL 9,595.00

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper requisition has been made for the above order and that a certificate of the necessity of the expenditure has been placed on file in this office.

Purchasing Agent

Certificate

[Signature]

APPROVED BY
CITY COMMISSION

[Signature]

Clerk of Commission

[Signature]
TERMS AND CONDITIONS

1. BILLING: All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Procurement, immediately.

2. INSPECTION: All work must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoice, whichever is later.

4. PAYMENTS: With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically via a virtual credit card by the City contracted provider effective 1/31/2023. All fees associated with the payment will be the responsibility of the vendor.

5. F.O.B.: Delivery (City of Dayton, Ohio) with title to the goods passing to the buyer at the specified street address. NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED. All quantities are shipped on a delivered price basis. When in case, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be submitted on the invoice and accepted with a copy of the freight bill.

6. TAXES: The City of Dayton exempts from payment of Federal excise taxes and State retail sales taxes. The City of Dayton, Ohio, exempt from personal property sales tax. The City of Dayton is a Federal Exempt Entity in accordance with 13 C.F.R. Section 125.3(c).

7. INSURANCE: Bidder must carry insurance in the minimum limits as set forth in the specifications of the City of Dayton. The City of Dayton may require submission of evidence of insurance for purposes of inspection and/or preparation at reasonable times and shall have the right to inspect such items at the times of their delivery and/or compliance.

8. WARRANTY: The vendor warrants that he/she shall be free from defects of material or workmanship, be of good quality, and conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton at the time of purchase. The vendor further warrants that the goods shall be free from defects and of such quality as to render them suitable for the use specified.

9. ACCEPTANCE: The City of Dayton shall notify the vendor of acceptance or rejection of the order and the vendor shall be responsible for the prompt delivery of the accepted order.

10. TITLE: Title of and risk of loss shall pass to the City of Dayton in the event the item in the original complaint shall be delivered to and accepted by the City of Dayton.

11. PAYMENT: All payments shall be made in accordance with the City of Dayton’s policies and procedures and the manner in which the payment is to be received by the City of Dayton. The City of Dayton reserves the right to cancel this order by written notice if the vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.

12. DEFAULT PROVISIONS: In case of default by the City of Dayton may pursue the items from other sources, and the City of Dayton shall be responsible for any excess cost occasioned thereby.

13. NO VERBAL AGREEMENTS: The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The receipt of this purchase order does not constitute authorization or evidence of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.

14. SCOPE OF WORK: Any quantities and/or specifications that are excessive or contain errors, omissions, and/or duplications which are not identified in the purchase order shall be returned to the City of Dayton.

15. RISK OF LOSS: Title and risk of loss shall pass to the City of Dayton in the event the items in the original complaint shall be delivered to and accepted by the City of Dayton.

16. SAVAGE HARM: The vendor shall retain the right to make any adjustments to the City of Dayton at the time specified on the face hereof, items to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to be considered as an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the cost or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the City of Dayton.

17. FOR IRREVIEW: Neither the City nor the City of Dayton shall be considered in default of these Purchase Order Terms and Conditions for delay in performance caused by circumstances beyond the reasonable control of the non-performing party.

18. INSURANCE: If requested by the City of Dayton, the vendor shall maintain policies of liability insurance of such type and amounts and with such companies as may be designated by the City of Dayton, which policies shall be written as to protect the City of Dayton and the City of Dayton and the vendor from all losses sustained in the course of their activities. Policies of insurance shall not be cancelled, nor shall any policy of insurance be assigned or transferred without the prior consent of the City of Dayton.

19. EXCLUSIONS: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton and the City of Dayton shall not be responsible for the collection of any property other than the City of Dayton or a party duly authorized by the City of Dayton.

20. LIABILITIES: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton.

21. EXAMINATION OF PREMISES: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton.

22. EXCLUSION OF PREMISES: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton.

23. CLEANSING OF PREMISES: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton.

24. LIABILITY INSURANCE: The City of Dayton shall not be responsible for any loss or damage to any property other than the City of Dayton or a party duly authorized by the City of Dayton.

25. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies afforded to the City of Dayton under the terms of this Purchase Order or any other rights or remedies that the City of Dayton may have at law or in equity in any such instance.

26. PRODUCT MANUFACTURE LABOR STANDARDS: Products and services provided under this Purchase Order cannot be produced under workers' compensation conditions as defined in informal Resolution No. 369–36 as adopted by the City of Dayton. The City of Dayton encourages vendors, contractors, Enterprises Zone employers and other organizations doing business with the City of Dayton to take whatever steps necessary to ensure that employees are paid according to informal Resolution No. 369–36 as adopted by the Commission of the City of Dayton.

27. CONTRACTOR: Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employment Retirement System (OPERS) membership.
VENDOR 455425838

DeFries Copp LLC
dba Copp Systems integrator
123 S Keowee Street
Dayton OH 45402

CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

PURCHASE ORDER

P.O.# Date Page
P1901086 08/02/19 1 of 4

SHIP TO & INVOICE TO
Accounts Payable
Administration Terminal
3600 Terminal Dr
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on ALL Documents
No state or federal taxes are to be included in prices billed.
Payments will be made upon receipt of an approved invoice or material, whichever is later.

<table>
<thead>
<tr>
<th>Buyer Name</th>
<th>Date Required</th>
<th>Payment Terms</th>
<th>F.O.B. Point</th>
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<tbody>
<tr>
<td>NICOLE FOX</td>
<td>12/31/19</td>
<td>Net 30</td>
<td>FOB Destination, Frt. Prepaid</td>
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<tr>
<th>ITEM NO.</th>
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<th>U/M</th>
<th>UNIT PRICE</th>
<th>EXTENDED</th>
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<td>6,099.7200</td>
<td>6,099.72</td>
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</tbody>
</table>

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper regulation has been made for the above order and that a certificate of the necessity of this expenditure has been placed on file in this office.

Purchasing Agent

APPROVED BY
CITY COMMISSION

8/14/19
Kadella Kancender
City Clerk

8/16/19 Emailed to Pam & Liz S.
CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

VENDOR 455425838

DeFries Copp LLC
dba Copp Systems Integrator
123 S Keowe Street
Dayton OH 45402

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on ALL Documents
No state or federal taxes are to be included in prices billed.
Payment will be made upon receipt of an approved invoice or material, whichever is later.

BUYER NAME: NICOLE FOX
DATE REQUIRED: 12/31/19
PAYMENT TERMS: Net 30
F.O.B. POINT: FOB Destination, Frt. Prepaid

<table>
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<th>ITEM NO.</th>
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<td>LOT</td>
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<td>5</td>
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<td>1.00</td>
<td>LOT</td>
<td>37,149.3500</td>
<td>37,149.35</td>
</tr>
</tbody>
</table>

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

TOTAL

Approved by:

Purchasing Agent
Director of Purchasing
Chiefs of Commission

8/14/19
DeFries Copp LLC  
dba Copp Systems Integrator  
123 S Keowe Street  
Dayton OH 45402

NOTE: SUBMIT INVOICE IN DUPLICATE TO:  
CITY OF DAYTON, OHIO  
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE  
Includes Purchase Order Number on all Documents  
No statute or rule of law to be included in price billed.  
Payment must be made upon receipt of an  
accepted invoice or voucher whatever is later.

Buyer Name: NICOLE FOX  
Date Required: 12/31/19  
Payment Terms: Net 30  
F.O.B. Point: FOB Destination, Frt. Prepaid

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
<th>QTY</th>
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<th>UNIT PRICE</th>
<th>EXTENDED</th>
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<tr>
<td>6 91067</td>
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<td>LOT</td>
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<td>18,533.78</td>
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|          | Security Lock-Bar Installation  
LOT MATERIAL, INSTALLATION AND TESTING FOR TELE/DATA  
PER PRICING ON QUOTE NO. 93807  
DELIVERY: AS REQUIRED | | | | |

READ CAREFULLY all terms and conditions, including those on the last page of this order,  
as they are made a part of this agreement.

I hereby certify that the proper requisition has been made for the above order and that a certificate of the necessity of this  
parentheses has been placed on file in this office.

Purchasing Agent:  
CITY OF DAYTON, OHIO  
Department of Central Services  
Division of Purchasing  
101 West Third Street, Room 514  
Dayton, OH 45402

P.O.#: P1901086  
Date: 08/02/19  
Page: 3 of 4

SHIP TO & INVOICE TO  
Accounts Payable  
Administration Terminal  
3600 Terminal Dr  
Vandala OH 45377

TOTAL: 113,529.47

Certificate  
I hereby certify that the amount of money required to meet the payments cited for  
in the above order has been faithfully  
appropriated for such purpose and is in the form of a contract for the work of the funds from which it is to  
their disbursement and clear of any previous  
accruals.

Purchasing Agent:  
CITY COMMISSION: 8/14/19

Director of Finance:  
Clerk of Commission:  

Rashida L. Young
CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

VENDOR 273346875

Titan Commercial Flooring INC
425 Clinton St
Clayton OH 45315

P.O.# Date Page
P1901237 10/11/19 1 of 3

SHIP TO & INVOICE TO
Airport Operations Manager
Terminal Maintenance/Terminal Bldg
3600 Terminal Drive
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE

Incurred Purchases Order Number on All Documents.
No state or federal taxes are to be included in prices billed.
Payment will be made upon receipt of an
approved invoice or material, whichever is later.

Buyer Name Date Required Payment Terms F.O.B. Point
NICOLE FOX 12/31/19 Net 30 FOB Destination, Frt. Prepaid

<table>
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<tr>
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<td>1 67017</td>
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<td>1.00</td>
<td>LOT</td>
<td>9,595.0000</td>
<td>9,595.00</td>
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READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement

TOTAL

I hereby certify that the proper regulations have been made for the above order and that a certificate of the necessity of this expenditure has been placed on file in the office.

Purchasing Agent

Certificate
I hereby certify that the amount of money required to meet the payments called for in the above order has been lawfully appropriated for such purposes 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 of any previous encumbrance.

APPROVED BY
CITY COMMISSION

Director of Finance

Clerk of Commission
<table>
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<tr>
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<td>PER PRICING ON QUOTE DATED 10-10-2019</td>
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<tr>
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<td>DELIVERY: AS SCHEDULED</td>
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</tr>
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</table>

**NOTE:** SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on ALL Documents.
No state or federal taxes are to be included in prices billed. Payment will be made upon receipt of an approved invoice or material, whichever is later.

**Buyer Name:**

**Date Required:** 12/31/19

**Payment Terms:** Net 30

**F.O.B. Point:** FOB Destination, Frt. Prepaid

**Total:** $9,595.00

I hereby certify that the proper requirements has been made for the above order and that a certificate of the necessity of this expenditure has been placed on file in this office.

Purchasing Agent:______

Director of Finance:______

Clerk of Commission:______
TERMS & CONDITIONS

1. BILLING: All goods or services billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Procurement, immediately.

2. INVOICE: All invoices must be in duplicate and must be made to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.

3. CASH DISCOUNTS: All cash discount terms are from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoices, whichever is later.

4. PAYMENTS: With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically via a virtual credit card by the City contracted provider effective 9/1/2019. All fees associated with acceptance of the payment will be the responsibility of the vendor.

5. F.O.B.: Destination (City of Dayton, Ohio) with delivery to the specified Department or Division and such person as may be authorized by the City. NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED. All questions are submitted to a delivered price basis. When, in case of instance, the City accepts a quotation including all shipping charges, your claim for reimbursement must be filed on the invoice and reported with a copy of the original freight bill.

6. TAXES: The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton Federal Exemption Certificate No. St 11-33-5544 and Ohio Vendor's License No. is 57-15-6387. The Vendor is responsible for all Social Security taxes and Workers Compensation contributions for the Vendor or any of the Vendor's employees.

7. DELIVERIES: All deliveries will be made to the location specified in the Purchase Order, and transportation, insurance, and other costs are to be borne by the vendor.

8. CANCELLATION: The City of Dayton reserves the right to cancel this order by written notice if the vendor does not fulfill its contractual obligations with respect to timeliness and/or quantity.

9. DEFAULT PROVISIONS: In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.

10. JURISDICTION: The City of Dayton shall be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The receipt of this purchase order does not establish a contract of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.

11. PAYMENT TO VENDORS: It is hereby understood that by acceptance of this order, the vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all costs, claims, or actions as account of any claim, suit or judgment as a result of, occasioned by, or incurred to any patent, copyright or trademark infringement and/or neglect, accident or claims, because of its use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

12. APPLICATION TO THE EXISTING AGREEMENT: The terms and conditions as specified in this order are intended to supplement those already in force and shall not supersede any document previously agreed to and tendered as a part of the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. In no such packing slip is lost, the cost or weight by the City of Dayton or its agent or consignee is agreed to be fixed and binding on the City of Dayton with respect to such shipment.

13. SAVE HARMLESS: To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless and hold harmless the City of Dayton, its agents, consignees, employees, and shall hold harmless and shall indemnify the City of Dayton from any claims, damages, losses, claims of loss, causes of action, penalty, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorneys fees, arising out of any acts or omissions of the Vendor, its officers and employees, including but not limited to temporary employees that the Vendor provides to the City of Dayton.

14. WAIVER OF RIGHTS: The City of Dayton may waive all of its rights hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items and clear of all liens and encumbrances and will transfer such title to the City of Dayton.

15. INSPECTION: The City of Dayton may inspect the items ordered herein during their manufacture, construction and/or preparation for delivery and/or completion.

16. WARRANTY: The Vendor warrants all items delivered hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items and clear of all liens and encumbrances and will transfer such title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.

17. RISK OF LOSS: Title and risk of loss shall pass to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton or to be agress any occasion in duplicate and may be furnished by the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. In no such packing slip is lost, the cost or weight by the City of Dayton or its agent or consignee is agreed to be fixed and binding on the City of Dayton with respect to such shipment.

18. INSURANCE: If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance of such types and such amounts as such companies may be designated by the City of Dayton or the policy of insurance indemnities against any claims, damages, losses, claims of loss, causes of action, penalty, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorneys' fees, arising out of any acts or omissions of the Vendor, its officers and employees, including but not limited to temporary employees that the Vendor provides to the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. In no such packing slip is lost, the cost or weight by the City of Dayton or its agent or consignee is agreed to be fixed and binding on the City of Dayton with respect to such shipment.

19. SPECIFICATIONS CONFIDENTIAL: Any specifications, drawings, lists, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth herein, and each party agrees that it has relied on these representations in connection with its dealings with the other party.

20. PAYMENT PROMISES: If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has assumed the premises and any specifications or other documents furnished in connection with the basis hereof which it has satisfied itself as to the condition of the premises and agrees that all warranties shall be made in respect of any error or defect on the part of the Vendor.

21. EXAMINATION AND TESTS: If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulations of waste material or equipment, and all materials shall be properly tested and examined. The City of Dayton shall have the right to conduct tests and to inspect any premises hereunder at any time during the term of the contract or after the completion of the property located by the City of Dayton. Upon the completion of the work by the Vendor or a party designated by the City of Dayton. The Vendor agrees to promptly furnish all documents and to cooperate with the City of Dayton.

22. ACCEPTANCE OF PRESUMPTIONS: Any specifications, drawings, lists, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth herein, and each party agrees that it has relied on these representations in connection with its dealings with the other party.

23. AGREEMENT TO BE EXCLUSIVE: This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties agree and acknowledge that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party agrees that it has relied on these representations in connection with its dealings with the other party.

24. GOVERNING LAW: This Purchase Order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern the exclusion of the laws of any other forum, without regard to the location of the action or special proceeding to be heard.

25. ADDITIONAL RIGHTS: Any rights or remedies granted to the City in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies which the City may have at law or in equity in any such instance.

26. PRODUCT MANUFACTURE LABOR STANDARDS: Products and services provided for in this Purchase Order comply with the applicable laws of the City of Dayton. The City of Dayton does not have agreements with workers or worker's organizations that cover wages or working conditions.

27. CONTRACTOR: Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (OPERS) membership.
**PURCHASE ORDER**

**VENDOR 455425838**

DeFries Corp LLC
dba Copco Systems Integrator
133 S Keowee Street
Dayton OH 45402

**SHIP TO & INVOICE TO**

Accounts Payable
Administration Terminal
3600 Terminal Dr
Vandalia OH 45377

---

NOTE: SUBMIT INVOICE IN DUPLICATE TO:

CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
includes Purchase Order Number on ALL Invoices
No cash or checks are to be included by either party.
Payment will be made upon receipt of approved invoice or material, whichever is later.

**Buyer Name**

NICOLE FOX

**Date Required**

12/31/19

**Payment Terms**

Net 30

**F.O.B. Point**

FOB Destination, F.o.b. Prepaid

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<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
<th>QTY</th>
<th>U/M</th>
<th>UNIT PRICE</th>
<th>EXTENDED</th>
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<td>6,099.72</td>
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CITY OF DAYTON CONTACT: PAN HIXON 937-264-3594

---

TOTAL

---

READ CAREFULLY all the terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

---

I hereby certify that the proper resolution has been made for the above order and that a copy of the same has been placed on file in the office.

Purchase Agent

---

APPROVED BY

CITY COMMISSION

---

8/16/19 Emailed to Pam 1 2 3 4 5 6 7 8 9

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[Signature]

[Signature]
<table>
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<td>LOT</td>
<td>1,135.0700</td>
<td>1,135.07</td>
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<td>30,294.5300</td>
<td>30,294.53</td>
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<td>4</td>
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<td>LOT</td>
<td>20,317.0200</td>
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<td>5</td>
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<td>1.00</td>
<td>LOT</td>
<td>37,149.3500</td>
<td>37,149.35</td>
</tr>
</tbody>
</table>

**TOTAL**

---

**NOTE:** Submit invoice in duplicate to:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on all Documents.
No copies of Federal Forms are to be included in invoice copies.
Payment will be made upon receipt of an approved invoice or materials, whichever is later.

---

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

---

I hereby certify that the proper regulations have been made for the above order and that a certificate of the necessity of this expenditure has been placed on file in this office.

Melanie A. Wilson  
Purchasing Agent

**APPROVED BY**

CITY COMMISSION 8/14/19

Kathleen K. Zander  
Clerk of Commissioners
**Purchasing Order**

P.O. # P1901086

**Date**

08/02/19

**Pages**

3 of 4

**Ship To & Invoice To**

Accounts Payable
Administration Terminal
5600 Terminal Dr
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:

CITY OF DAYTON, OHIO

ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE

Include Purchasing Order Number on All Documents

No other or Federal taxes are to be included in total billed.

If Price is subject to change, we reserve the right to make same prior to approval.

All invoices are to be submitted within 30 days.

**Vendor**

DeFries Copp LLC
d/b/a Copp Systems Integrator
123 S Keowee Street
Dayton OH 45402

**Buyer Name**

NICOLE FOX

**Date Required**

12/31/19

**Payment Terms**

Net 30

**F.O.B. Point**

FOB Destination, Frt. Prepaid

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<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
<th>QTY</th>
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<th>UNIT PRICE</th>
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<td>DELIVERY: AS REQUIRED</td>
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**TOTAL**

115,529.47

**Certificate**

I hereby certify that the items selected have been either approved by the authorizing official or have been purchased in accordance with approved specifications and are in compliance with all applicable laws and regulations. A copy of the purchase order which authorizes the purchase of the items in this order is available for your inspection.

**Purchasing Agent**

[Signature]

**Director of Purchasing**

[Signature]

**City Commission**

8/14/19

[Signature]

[Signature]
**Vendor**: 455425338

**Address**: City of Dayton, Ohio

**Order Details**

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<th>Item No.</th>
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**Total**: 6,099.72

**Note**: Submit invoice in duplicate to City of Dayton, Ohio. Address: Administration Terminal, 3600 Terminal Dr, Vandalia OH 45377.

**Purpose**: To cover requirements for goods and/or services described below, on an as needed basis, through 12/31/19 and with prior approval and authorization by the department listed in the ship-to address. Expenditures against this order shall not exceed shown. This order does not obligate the City to release goods for delivery or services for completion against this order. The sum of actual the total dollar amount authorized.

**City of Dayton Contact**: Fan Hixon 937-264-3594

**Approved by**: City Commission 6/14/19

**8/16/19 Emailed to Pam L. Sig S.**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<td>2</td>
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<td>5</td>
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<td>37,149.3500</td>
<td>37,149.35</td>
</tr>
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READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

TOTAL

CONTINUED

Certified:
I hereby certify that the amount of money received to meet the payment called for in the above order has been properly accounted for and is in the possession of the City of Dayton. The sum has been placed or is in the possession of the City of Dayton in accordance with the terms of this agreement.

Melissa Wilson
Purchasing Agent

City Commission
8/14/19

Rafaela Lavender
Chief of Operations
VENDOR 455425688

DeFries Corp LLC
dba Copp Systems Integrator
123 S Keewos Street
Dayton OH 45402

NOTICE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ACCOUNTS PAYABLE
Administration Terminal
3600 Terminal Dr
Vandalia OH 45377

Buyer Name: NICOLE FOX
Date Required: 12/31/19
Payment Terms: Net 30
F.O.B. Point: FOB Destination, F.O.R. Prepaid

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<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
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PER PRICING ON QUOTE NO. 93807
DELIVERY: AS REQUIRED

TOTAL: 113,529.47

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper invoices have been sent for the amount indicated and that a certificate of the payment of this order has been placed on file in this office.

MELISSA WILSON
Purchasing Agent

APPROVED BY
CITY COMMISSION 8/14/19
RACHELLE LAUCNTE
Clerk of Commission
CITY OF DAYTON, OHIO
Department of Central Services
Division of Purchasing
101 West Third Street, Room 514
Dayton, OH 45402

PURCHASE ORDER

VENDOR 273346875

Titan Commercial Flooring INC
425 Clinton St
Clayton OH 45315

SHIP TO & INVOICE TO

Airport Operations Manager
Terminal Maintenance/Terminal Bldg
3600 Terminal Drive
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Includes Purchase Order Number on ALL Documents
No state or federal taxes are to be included in price billed.
Payment will be made upon receipt of an approved invoice or material, whichever is later.

<table>
<thead>
<tr>
<th>Buyer Name</th>
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<td>CARPET FURNISH LABOR TO REMOVE EXISTING CARPET AND</td>
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<td>PUT IN OWNERS DUMPSTER; FURNISH AND INSTALL</td>
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READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

Certificate

I hereby certify that the proper requisition has been made for the above order and that a certificate of the necessity of the expenditure has been placed on file in this office.

Purchasing Agent

APPROVED BY
CITY COMMISSION

Collector of Finance

Clock of Commission
VENDOR 273346875

Titan Commercial Flooring INC
425 Clinton St
Clayton OH 45315

P.O. # P1901237
Date 10/11/19
Page 2 of 3

SHIP TO & INVOICE TO:
Airport Operations Manager
Terminal Maintenance/Terminal Bldg
3600 Terminal Drive
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:
CITY OF DAYTON, OHIO
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE
Include Purchase Order Number on ALL Documents
No state or federal taxes are to be included in prices billed.
Payment will be made upon receipt of an approved invoice or material, whichever is later.

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<td>DELIVERY: AS SCHEDULED</td>
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<td>READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement</td>
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DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00
TOTAL 9,595.00

I hereby certify that the proper resolution has been made for the above order and that a certificate of the necessity of this expenditure has been filed on file in this office.

Purchasing Agent

Certificate

City Commission

Clk of Comm
Terms & Conditions

1. BILLING: All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, advise the City of Dayton, Division of Procurement, immediately.

2. INVOICE: All invoices must be addressed to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.

3. CASH DISCOUNTS: All cash discounts terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoices, whichever is later.

4. PAYMENTS: With the award of this contract, the successful vendor(s) will be required to receive payment(s) electronically via a virtual credit card by the City contracted provider effective 01/01/2018. All fees associated with acceptance of the payment will be the responsibility of the vendor.

5. F.O.B.: Destination (City of Dayton, Ohio) with delivery to the specific Department at the specified street address. NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be submitted on the invoice and supported by a copy of the original freight bill.

6. TAXES: The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate No. 10-21-4526 and Ohio Vendor License No. W-1-55871. The Vendor is responsible for all Social Security taxes and Workers Compensation contributions for the Vendor or any of the Vendor's employees.

7. DELIVERIES: All deliveries will be made in accordance with specifications incorporated within the Purchase Order. Failure to deliver any items specified will result in cancellation of the contract.

8. CANCELLATION: The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.

9. DEFAULT PROVISIONS: In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.

10. UNIFORM COMMERCIAL CODE: The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The receipt of this purchase order does not indicate an authorization of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.

11. INSPECTION: It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all loss, costs or expenses on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or necessity, actual or claimed, because of the use or disposition by said City of any article enumerated on this order or sold to said City pursuant to this order.

12. APPLICABLE LAW: Except for any arbitration mandated by the City of Dayton at the location specified on the face hereof, the applicable state or federal law shall govern the validity of any and all sales and circumstances and will remain the sole and exclusive title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.

13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a complete state have been delivered to and accepted by the City of Dayton or its duly designated agent at the location specified on the face hereof. Items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If so packing slip is lost, the count or weight by the City of Dayton of its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.

14. SAVE HARMLESS: To the fullest extent permitted by law, the Vendor shall protect, defend, indemnify and hold harmless the City of Dayton, its agents, consignees, employees, and representatives from any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorneys fees, arising out of any act or omission of the Vendor; its officers and employees, including but not limited to temporary employees that the Vendor provides to the City of Dayton who may be trained or controlled by the City of Dayton up to any degree; consultants; agents; and, subcontractors of any tier used in any way to provide the goods or services for this purchase order.

15. FORCE MAJEURE: Neither the City nor the Vendor shall be considered in default of these Purchase Order Terms and Conditions for delays in performance by circumstances beyond the reasonable control of the non-performing party. For purposes of this Terms and Conditions, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; acts of God; acts of war; strikes; lockouts, and other labor disturbances; shortages, deliveries, and other delays; controls or acts of governments, military, or other public authorities; inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, services, or services required to be provided by either the City of Dayton or the Vendor under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under this Purchase Order.

16. INSURANCE: If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance with such terms and conditions and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written so as to protect the City of Dayton and the Vendor from the risks encountered in Section 15. Such policies of insurance shall not be cancellable except upon thirty (30) days written notice to the City of Dayton and proof of such insurance being furnished to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and/or all claims made against the persons insured under said policies.

17. SPECIFICATIONS: CONFIDENTIAL: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporate herein by reference the same as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such to any party other than the City or a party duly authorized by the City of Dayton. Upon the City of Dayton's request or upon completion and delivery of the items the Vendor shall promptly return all such documents to the City of Dayton.

18. EXAMINATION OF PREMISES: If work is to be performed hereon as the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other documents in connection with the work, and is satisfied with the same. The Vendor has no interest in the condition of the premises and the same and agrees that no allowances shall be made in respect of any such work to be done on such premises.

19. CLOSURE OF PREMISES: If work to be performed hereon are the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the item the Vendor shall leave the premises and the item clean.

20. EQUAL EMPLOYMENT OPPORTUNITY: R.C.G.O. Sec. 3514: (a) The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, ancestry, natural weight, height, age, marital status, or having with respect to employment, upgrading, demotion, or rating, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other terms of compensation, and selection for training, including apprenticeship. (b) It is expressly agreed and understood by Vendor that R.C.G.O. Sec. 3514 constitutes a material condition of this contract as fully as if specifically written herein and that failure to comply therewith shall constitute a breach thereof entitling the City to cancel this contract at its option.

21. AGREEMENT TO BE EXCLUSIVE: This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party acknowledges that it has relied on such representations in connection with its dealings with the other.

22. GOVENVING LAW: This Purchase Order, the performance under it, and all suits and other proceedings shall be determined in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern the exclusion of all other forums, without regard to the jurisdiction in which the action or special proceeding may be heard.

23. ADDITIONAL RIGHTS: Any rights or remedies granted to the City in this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies available to the City of Dayton or any other rights or remedies that the City of Dayton may have at law or in equity in any such other forum.

24. PRODUCT MANUFACTURE LABOR STANDARDS: Products and services provided for in this Purchase Order cannot be produced under Sweatshop Conditions as defined in Internal Revenue Notice No. 301-97 as adopted by the Commissioner of the City of Dayton.

25. CONTRACTOR: Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (OERS) membership.
### CITY OF DAYTON, OHIO

**Department of Central Services**  
Division of Purchasing  
10 West Third Street, Room 614  
Dayton, OH 45402

---

**PURCHASE ORDER**

**VENDOR 455425838**

DeFries Copp LLC  
dba Copp Systems Integrator  
123 S Keewee Street  
Dayton OH 45402

---

**SHIP TO & INVOICE TO**

Accounts Payable  
Administration Terminal  
3600 Terminal Dr  
Vandalia OH 45377

---

**NOTE: SUBMIT INVOICE IN DUPLICATE TO:**

CITY OF DAYTON, OHIO  
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE  
Include Purchase Order Number on All Documents  
No return or credit notice shall be accepted for goods not approved, ordered or returned by the City of Dayton.

---

**Buyer Name**  
NICOLE FOX  
Date Required: 12/31/19  
Payment Terms: Net 30  
F.O.B. Point: FOB Destination, Frt. Prepaid

---

#### Commodity Description

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
<th>QTY</th>
<th>U/M</th>
<th>UNIT PRICE</th>
<th>EXTENDED</th>
</tr>
</thead>
</table>
| 1        | Security Lock-Bar Installation  
REF. Req. N032AOAD9 — 51017-3210-1425-63 | 1.00 | LOT | 6,099.7200 | 6,099.72 |

---

**READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.**

---

**Certifies**

I hereby certify that the proper requisitions have been issued for the above order and that a certificate of the amount of this requisition has been placed on file in this office.

**Certifies**

I hereby certify that the amount of money involved to meet the payments called for in the above order has been sufficiently appropriated for such purposes and is in the Treasury or in the possession of an authorized officer of the bond pool from which it is to be drawn free and clear of any previous encumbrances.

---

**APPROVED BY**

CITY COMMISSION  
8/14/19

Rachelle Swaim  
Clerk of Commissioners

---

8/16/19 Emailed to Pam
<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT PRICE</th>
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<td>2</td>
<td>Security Lock-Bar Installation</td>
<td>1.00</td>
<td>LOT</td>
<td>1,135.0700</td>
<td>1,135.07</td>
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<td>LOT</td>
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<td>ACCESS MATERIAL TOTAL</td>
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ITEM NO. 1: Security Lock-Bar Installation
ITEM NO. 2: INTERCOM MATERIAL TOTAL
ITEM NO. 3: Security Lock-Bar Installation
ITEM NO. 4: CCTV MATERIAL TOTAL
ITEM NO. 5: Security Lock-Bar Installation

TOTAL

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper resolution has been made for the above order and that a copy of the necessary documentation has been placed on file in this office.

Melissa A. Wilson
Purchasing Agent

I hereby certify that the amount of money involved in this purchase order has been approved for the purchase and is in accordance with the Voucher of Estimated Goods received from the contractor, and that the appropriate funds have been appropriated for this purpose.

Jefferson
Director of Finance

I hereby certify that the amount of money involved in this purchase order has been approved for the purchase and is in accordance with the Voucher of Estimated Goods received from the contractor, and that the appropriate funds have been appropriated for this purpose.

[Signature]
Clerk of Commissioners

APPROVED BY
CITY COMMISSION... 8/14/19
**VENDOR 455425838**

DeFries Copp LLC
dba Copp Systems Integrator
123 S Keowee Street
Dayton OH 45402

**PURCHASE ORDER**

<table>
<thead>
<tr>
<th>BUYER NAME</th>
<th>DATE REQUIRED</th>
<th>PAYMENT TERMS</th>
<th>F.O.B. POINT</th>
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<tr>
<td>NICOLE FOX</td>
<td>12/31/19</td>
<td>Net 30</td>
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<table>
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<th>ITEM NO.</th>
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<th>U/M</th>
<th>UNITS PRICE</th>
<th>EXTENDED</th>
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<td>LOT SECURITY INSTALL, PROGRAMMING, TESTING AND TRAINING</td>
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**TOTAL** 113,529.47

**DISCOUNT:** .00
**ADJ CHARGES:** .00
**TOTAL TAXES:** .00

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper procedures have been used for the above order and that a certificate of the necessity for this document has been placed on file in the office.

Sincerely,
Sheleen A. Wilson
Purchasing Agent

APPROVED BY:

CITY COMMISSION 8/14/19

Rachelle Learnder
Chit of Commission
CITY OF DAYTON, OHIO  
Department of Central Services  
Division of Purchasing  
101 West Third Street, Room 514  
Dayton, OH 45402

VENDOR 273346875

Titan Commercial Flooring INC  
425 Clinton St  
Clayton OH 45315

PURCHASE ORDER

P.O. # P1901237  
Date 10/11/19  
Page 1 of 3

SHIP TO & INVOICE TO  
Airport Operations Manager  
Terminal Maintenance/Terminal Bldg  
3600 Terminal Drive  
Vandalia OH 45377

NOTE: SUBMIT INVOICE IN DUPLICATE TO:  
CITY OF DAYTON, OHIO  
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE  
Include Purchase Order Number on ALL Documents  
No state or federal taxes are to be included in prices billed.  
Payments will be made upon receipt of an approved invoice or material, whichever is later.

Buyer Name NICOLE FOX  
Date Required 12/31/19  
Payment Terms Net 30  
F.O.B. Point FOB Destination, Frt. Prepaid

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>COMMODITY DESCRIPTION</th>
<th>QTY</th>
<th>U/M</th>
<th>UNIT PRICE</th>
<th>EXTENDED</th>
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</table>
| 1        | 67017  
Irrigation Systems, Supplies, Parts, and Accessori  
REF. REQ. 4067AD009 -- 51017-3210-1425-43  
TSA OFFICES-AVIATION  
CARPET FURNISH LABOR TO REMOVE EXISTING CARPET AND  
PUT IN OWNERS DUMPSTER; FURNISH AND INSTALL  
PATCRAFT REASON CARPET TILE COLOR TBS; COVE BASE  
FURNISH LABOR TO REMOVE EXISTING COVE BASE AND  
FURNISH AND INSTALL NEW 4" ROPE COVE BASE COLOR  
TBS; FLOOR PREP FURNISH MATERIALS AND LABOR FOR  
FLOOR PREP. | 1.00 | LOT | 9,595.0000 | 9,595.00 |

READ CAREFULLY all terms and conditions, including those on the last page of this order,  
as they are made a part of this agreement

TOTAL

CONTINUED

I hereby certify that the amount of money  
required to meet the payments called for  
in the above order has been lawfully  
appropriated for such purposes and is in  
the Treasury or in the process of collection  
to the credit of the fund from which it is to  
debug free and clear of any previous  
encumbrance

APPROVED BY  
CITY COMMISSION

[Signatures]

Purchasing Agent  
Director of Finance  
Clerk of Commission
CITY OF DAYTON, OHIO  
Department of Central Services  
Division of Purchasing  
101 West Third Street, Room 514  
Dayton, OH 45402  

PURCHASE ORDER  

VENDOR 273346875  

Titan Commercial Flooring INC  
425 Clinton St  
Clayton OH 45315  

SHIP TO & INVOICE TO  
Airport Operations Manager  
Terminal Maintenance/Terminal Bldg  
3600 Terminal Drive  
Vandalia OH 45377  

NOTE: SUBMIT INVOICE IN DUPLICATE TO:  
CITY OF DAYTON, OHIO  
ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE  
Include Purchase Order Number on All Documents.  
All state or federal taxes are to be included in price billed.  
Payment will be made upon receipt of an  
approved invoice or material, whichever is later.  

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<th>F.O.B. Point</th>
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<tr>
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<td>Net 30</td>
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<td>DELIVERY: AS SCHEDULED</td>
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<table>
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<tr>
<th>DISCOUNT:</th>
<th>ADDL CHARGES:</th>
<th>TOTAL TAXES:</th>
<th>TOTAL</th>
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<tr>
<td>.00</td>
<td>.00</td>
<td>.00</td>
<td>9,595.00</td>
</tr>
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</table>

READ CAREFULLY all terms and conditions, including those on the last page of this order, as they are made a part of this agreement.

I hereby certify that the proper regulations have been made for the above order and that a certificate of the meeting of this appropriation has been placed on file in this office.

Purchasing Agent

Director Finance

APPROVED BY  
CITY COMMISSION  

CLerk of Commission
TERMS AND CONDITIONS

1. BILLING: All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Procurement, immediately.

2. INVOCANCE: All invoices must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoices, whichever is later.

4. PAYMENTS: With the award of this contract, the successful vendor will be required to receive their payment(s) electronically via a virtual credit card by the City contracted provider effective 01/15/2019. All fees associated with the responsibility of the vendor.

5. F.O.R.: Delivery: City of Dayton, Ohio, Dayton, OH 45410. The delivery term for the purchase order is F.O.R. (free on board) the city at the specified street address. NO COLLECT FREIGHT SHIPPING WILL BE ACCEPTED. All quotations are solicited and awarded on a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be submitted on the invoice and supported with a copy of the original freight bill.

6. TAXES: The City of Dayton exempts from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate is No. 21–1–156 and Ohio Vendors License No. is 57–3564T. The Vendor is responsible for all Social Security withholdings and Worker Compensation contributions for the Vendor or any of the Vendor's employees.

7. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.

8. CANCELLATION: The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.

9. DEFAULT PROVISIONS: In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excessive cost occasioned thereby.

10. NO VERBAL AGREEMENTS: The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The terms of this purchase order do not indicate an authorization of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.

11. PATENT AND COPYRIGHT INFRINGEMENTS: It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents, and employees from and against any and all actions, suits, claims, or demands, and from and against any and all loss, costs, or damages, or injuries, of any kind and nature, arising out of the use, performance, or exhibition of any ideas, designs, drawings, or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the item(s) free and clear of all claims and encumbrances and will transfer title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.

12. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton. All items shall be at the cost and expense of the Vendor and shall be at the risk of the Vendor until the items are delivered to the City of Dayton, or to the officer and employee, authorized by the City of Dayton to receive the items. The packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the count or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.

13. SAVINGS HARMLESSNESS: To the fullest extent permitted by law, the Vendor shall protect, defend, indemnify and hold harmless the City of Dayton, its agents, employees, and representatives from any and all claims, damages, losses, claims of loss, causes of action, penalties, penalties, certain, losses and expenses of any kind, including but not limited to attorney fees, as a result of the performance of the Vendor; or officers and employees, if any, employed by or authorized to act by the City of Dayton in any degree, consultancies, agents, and subcontracts, or any tax due in any way to provide the goods or services for this purchase order.

14. FORCE MAJEURE: Neither the City nor Vendor shall be considered in default of these Purchase Order Terms and Conditions for delay in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of these Terms and Conditions, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war, rain, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure services, permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, equipment, or services required to be provided by either the City of Dayton or Consultant under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being notified of the conditions causing performance delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under this purchase order.

15. INSURANCE: If required by the City of Dayton, the Vendor shall maintain policies of liability insurance of such type and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written as to protect the City of Dayton and the Vendors from the risks enumerated in Section 12. Such policies of insurance shall not be cancelled, without giving thirty (30) days written notice to the City of Dayton and proof of such insurance shall be furnished by the Vendor to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written reports to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the person insured under said policies.

16. SPECIFICATIONS: Any specifications, drawings, plans, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference and as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such any and all party other than the City of Dayton or a party duly authorized by the City of Dayton. Upon the City of Dayton request or upon completion and delivery of all items, the Vendor shall promptly return all such documents to those making them.

17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other descriptions in connection with the items and that it has satisfied itself as to the condition of the premises and sites and agrees that no allowance shall be made in respect of any premises as to such as part of the Vendor.

18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste materials. No alteration of the premises shall be made except in connection with the items and that has satisfied itself as to the condition of the premises and sites and agrees that no allowance shall be made in respect of any premises as to such as part of the Vendor.

19. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste materials.

20. EQUAL EMPLOYMENT OPPORTUNITY, R.C.G.O. Sec. 35.14: (a) The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, military service, marital status, handicap or expression of religion, political affiliation, or any other characteristic protected by law. The City of Dayton shall make all reasonable efforts to ensure compliance with these regulations.

21. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies to which the City of Dayton may be entitled in respect of any breach of the terms of this Purchase Order or any other representation inducing the execution and delivery of this Purchase Order except such representations as are specifically not forth herein, and such party acknowledges that it has relied on these representations in connection with its dealings with the other.

22. GOVERNING LAW: This Purchase Order, the performance hereunder, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable.

23. PRODUCT MANUFACTURE LABOR STANDARDS: Pursuant to the current federal labor laws, the City of Dayton is bound to follow Federal Labor Laws, Title 29, Subtitle A. Chapter 15, Subchapter V, Section 188, as adopted by the Commission of the City of Dayton.

27. CONTRACTOR: Contractor acknowledges its employees are not public employees for purposes Ohio Public Employees Retirement System (OPERS) membership.
GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  

LEASE AMENDMENT  

ADDRESS OF PREMISES  
DAYTON INTERNATIONAL AIRPORT,  
PASSENGER TERMINAL BUILDING  
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312  

LEASE AMENDMENT No. 5  
TO LEASE NO. GS-05P-LOH17937  

PDN Number:  

THIS AGREEMENT, made and entered into this date by and between City of Dayton  
whose address is:  
101 West Third Street  
Dayton, Ohio 45402-1814  

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  

WHEREAS, the parties hereto desire to amend the above Lease to extend the lease for a three (3) year/3 month firm term and update the termination rights.  

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2019 as follows:  

Part II. B. TERM OF US Government Lease for Real Property (GSA Form 3526) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 26, 2012, and Supplemental Lease Agreement No.3 dated August 28, 2017 are hereby deleted entirely and replaced with the following:  

"The term of this lease for said premises with their appurtenances shall commence September 1, 2007, and terminate on August 31, 2022. The Government may terminate this lease at any time in full or in part after the firm term on or after December 1, 2019 by giving at least ninety (90) days’ notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.”  

This Lease Amendment contains 1 pages.  

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date:  

FOR THE LESSOR:  

Signature:  
Name:  
Title:  Deputy City Manager  
Entity Name:  City of Dayton  
Date:  September 11, 2019  

FOR THE GOVERNMENT:  

Signature:  
Name:  
Title: Lease Contracting Officer  
GSA, Public Buildings Service.  
Date:  9/12/2019  

WITNESSED FOR THE LESSOR BY:  

Signature:  
Name:  
Title: City Manager Office Assistant  
Date:  September 11, 2019  

APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO  

Signature:  
Name:  
Title: Clerk of the Commission  
Date:  8/28/2019  

LEASE AMENDMENT FORM 09/12
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

LEASE AMENDMENT No. 4

TO LEASE NO. GS-05B-17937

ADDRESS OF PREMISES
DAYTON INTERNATIONAL AIRPORT,
PAASSENGER TERMINAL BUILDING
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312

PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between City of Dayton

whose address is: 101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to acquire 2,598 usable/rentable square feet of expansion space known as Block D and to update the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2018 as follows:

Part II, A.c. USABLE/RENTABLE SQ. FT. of US Government Lease for Real Property (GSA Form 3628) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

“Block D-2,598 USF/RSF.”

Part II, B. TERM of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and amended as Supplemental Lease

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ____________________________
Name: L. Clements
Title: Deputy City Manager
Entity Name: City of Dayton
Date: February 13, 2019

FOR THE GOVERNMENT:

Signature: ____________________________
Name: Jeanette Torres
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/7/19

WITNESSED FOR THE LESSOR BY:

Signature: ____________________________
Name: ____________________________
Title: City Manager Office Assistant
Date: February 7, 2019

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

**No Commission Action Required**
Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

"TO HAVE AND TO HOLD the said Premises known as Block D with their appurtenances for the term beginning on October 1, 2018 and continuing through August 31, 2019.

The Government may terminate this lease in whole or in part at any time after the term by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. In the event that all commercial passenger airlines cease operations at this airport location, effectively eliminating the need for Transportation Security Administration (TSA) presence, the Government shall have the right to cancel the lease with thirty (30) days' written notice to Lessor at any time after the date of such cessation of service. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, C.7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, and the rent break-down description in Part III AWARD of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

<table>
<thead>
<tr>
<th>&quot;Term&quot;</th>
<th>Block D Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2018-08/31/2019</td>
<td>$132,889.24</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements deemed necessary by the Government. The work will be funded by the Lessor and reimbursed once the work is completed and accepted by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures."

Upon completion of alterations and acceptance for Block D, the following blocks of space will be released: Block B: 645 RSF/USF & Block C: 285 USF/RSF.

--- END OF DOCUMENT ---
TRANSPORTATION SECURITY ADMINISTRATION

STATEMENT OF WORK

For


DAYTON INTERNATIONAL AIRPORT (DAY)
3600 Terminal Drive
Dayton OH, 45377

March 5, 2018

This Statement of Work (SOW) is valid for 1 year from date of its production. Revisions and or modifications to this SOW must be approved in writing by Physical Security Field Support Unit (FSU).

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Homeland Security (DHS) policy relating to FOUO information and is not to be released to the public or personnel who do not have a valid "need-to-know" without prior approval of the authorized DHS official. At a minimum, this document will be disseminated only on a need-to-know basis, and when unattended, will be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure. When no longer needed, destroy this material by shredding, pulping, or burning to assure destruction beyond recognition. Physical Security Requirements (Ref. Section III, Program of Requirements).
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Appendix K: Site Profile Information
1. **Project Title:** Installation of High Security Locks, Duress Alarms, Intrusion Detection System, Hirsch Electronic Access Control, Video Intercom/Door Answering System with Door Lock Release, and CCTV System for the TSA occupied space at: **Dayton International Airport (DAY) FSD On-site.**

2. **Mission:** The mission of the Transportation Security Administration (TSA) is to protect the Nation's transportation systems to ensure freedom of movement for people and commerce by providing world-class security and customer service to the traveling public.

   The Dayton International Airport (DAY) contributes to the overall TSA mission for its assigned airport of responsibility. To achieve its mission, TSA DAY has a requirement to ensure that all TSA employees and contractors who create, process, or handle information on behalf of the U.S. Government have a secure and accredited space to satisfactorily discuss and conduct meetings.

   The construction and security equipment requirements contained in this SOW apply to the security of interior space in facilities provided by the General Services Administration (GSA) or those provided by TSA components directly, whether leased or Government owned. These requirements are incorporated into each space acquisition projects scope / definition of requirements and included in the appropriate Request for Proposals (RFP) or Solicitation for Offers, as appropriate, when initiated by either a TSA Support Component or the GSA.

3. **Background:**

   **3.1 Facility Description:** See Appendix K for detailed information.

   **3.2 Project Background:** TSA is accepting the security project for the leased space within DAY and needs a complete security system installed to properly secure government assets.

4. **Place of Performance and Work Hours:**

   **4.1 Place of Performance:** Dayton International Airport, DAY, 3600 Terminal Drive FSD On-Site.

   **4.2 Contractors normal work hours are during the site's business hours as specified in Appendix K, excluding Federal holidays. The Contractor must make arrangement with the COR and local TSA representative to schedule work and facility access outside these hours.**

   **4.3 Any work performed by the Contractor at their own volition outside specified working hours will be at no additional expense to the Government.**

5. **Points of Contact:**

   **5.1 Technical Monitor: William R. Burnett**
   Physical Security, Field Support Unit  
   TSA Office of Security  
   Direct Telephone: 571-354-2924  
   Physical Security Main Telephone: 571-227-4763  
   Direct E-mail: William.R.Burnett@tsa.dhs.gov  
   TSA Physical Security Division Main E-mail: pssfield@tsa.dhs.gov (ATTN: Field Support)

   Initials: Lesser C & Govt. J.T.
5.2 All questions pertaining to the security devices and their operation must be directed to the TSA Office of Security, Physical Security Division (PSD). Under no circumstances will SOWs written by the TSA Office of Security, PSD be changed or modified without the written permission of this office.

5.3 The Contracting Officer Representative (COR) and technical monitor(s) are not authorized to delete, change, waive, or negotiate any of the terms and conditions of the contract. Any request, or proposal for changes in project scope and/or additional requirements, must be approved in writing by the Contracting Officer (CO). Any changes accomplished without prior written approval from the CO will be done at the Contractor’s expense.

6. **Scope of Work**: Design, install, program, test, document, and train personnel on turn-key operational and integrated Hirsch Velocity access control system, Bosch intrusion detection system (IDS), and CCTV system.

7. **Summary of Technical Specifications**: (Technical Specifications are described in detail in the TSA Program of Requirements for Security (POR)):

7.1 In order to meet HSPD-12 requirements and DHS Personnel Access Control System (PACS) modernization mandate, all installed equipment and systems must be on approved product list, Appendix C.

7.2 Door Requirements/Hardware: Install Electrified Door hardware on doors equipped with readers. All electrified door hardware will be 12 Volts AC/DC with the central power located with access control system and IDS panels as indicated in Appendices A and B.

7.2.1 Non-Removable hinges (NRP) will be installed in all doors where the pins are exposed to the exterior of the space.

7.2.2 All Perimeter Doors to TSA space as indicated in Appendices A and B will meet POR specifications:

7.2.2.1 A single leaf, solid core door in a metal frame equipped with a door contact, a High Security Lockset, and electronic door strike or electrified hardware.

7.2.2.2 Mortise High Security Lockset with Locking Deadlatch – Electrified Hardware with built-in request to exit (REX) function with Medeco Underwriters Laboratories (UL) 437 M-3 Interchangeable Core cylinder. The MARKS Store Room Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

7.2.2.3 Must have Latch guards/Anti pick plate covers installed, unless door strike is protected/covered by door frame.

7.2.2.4 Installed functioning heavy duty door closer and heavy duty door gasket/sweep.
7.2.3 Designated interior doors to TSA space as indicated in Appendices A and B. Cylindrical Lever Lockset – Electrified Hardware with built-in REX with Medeco UL 437 M-3 Interchangeable Core cylinder over-ride. The Store Room Function Lockset will function so that the latch bolt is retracted by key outside or by lever inside. Outside knob/lever always inoperative. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco UL 437 M-3 Interchangeable Core cylinder for secure key access.

7.3 Intrusion Detection System: The system will:

7.3.1 Must be a TSA Office of Security approved Bosch IDS using a Bosch Model B9512G panel (or most current version), or approved equivalent.

7.3.2 The host panel and all associated control/serving equipment will be wall mounted in secured cabinet. Location identified in Appendices A and B.

7.3.3 Arm/Disarm keypads will be mounted on the interior of the facility.

7.3.4 All programming will be as indicated in Appendix D in addition the system will be programmed to accept all password combinations. Upon awarding the contract, TSA Office of Security PSD FSU reserves the right to provide additional programming specifics that the system must meet prior to final government acceptance.

7.3.5 The main panel will have the capability to arm and disarm all alarm points as indicated in Appendices A and B.

7.3.6 Central power and monitoring of all intrusion detection devices installed will be located as indicated in Appendices A and B. A surge protector unit with a minimum of 8 hour battery backup will be provided for all security systems and CCTV (co-located with panels). All installed equipment must have sufficient power supplies as necessary to provide battery backup for a 4-hour minimum outage.

7.3.7 All intrusion detection devices are required to interface with the host IDS panel.

7.3.8 System will be connected via a RJ-31X phone jack to a government furnished plain old telephone system (POTS) line in order to notify, via a dedicated analog phone line, the supporting Federal Protective Service (FPS) Mega Center monitoring the system. Connection location as indicated in Appendices A and B.

7.4 Electronic Access Control System:

7.4.1 HSPD-12 PACS compliant system on the approved GSA Approved Product List (APL) that accepts all versions of DHS/TSA issued PIVs shall be used.

7.4.2 All doors connected to the access control system will use electrified hardware “REX built-in function” to shunt the alarm.

7.4.3 Include a Hirsch Client Management Station (Hirsch computer, monitor, reader, and server) with Velocity 3.6 (or most current version) installed and programmed in accordance with Appendix E. Entry points of various levels of access and security
requirements must be installed. Upon awarding the contract, TSA Office of Security PSD
FSU reserves the right to provide additional programming specifics that the system must
meet prior to final government acceptance.

7.4.4 The Electronic Access Control System will provide connection to the IDS Alarm Panel.

7.4.5 HSPD-12 PACS compliant Hirsch Scramble pad readers from the GSA APL will
shall be installed on all perimeter doors and key doors as indicated in Appendices
A and B designated for access control to momentarily unlock the electrified hardware
while shunting the alarm and providing access control to the facility.

7.4.6 Perimeter doors exposed to the weather elements will use Hirsch high intensity
scramble pad readers, which will be installed with supporting mounts that protect the
reader from the elements (i.e. direct sun light) that shorten the equipment's life span.

7.4.7 All equipment serving the Access Control system will be wall mounted Location
identified in Appendices A and B.

7.5 CCTV:

7.5.1 Fixed mount CCTV cameras mounted to provide clear view of personnel entering
through TSA access points as indicated in Appendices A and B. Fixed mount all
weather IR / CCTV cameras Bosch FLEXIDOME AN indoor 4000 WDR or approved
equivalent. All exterior cameras will be either wall or boom mounted.

7.5.2 PTZ cameras will be mounted on the exterior of buildings when deemed necessary to
cover large areas (All cameras will be mounted per the attached drawing). PTZ
Cameras will be boom mounted with a water loop to avoid drainage into the camera.

7.5.3 Recording: CCTV system will activate upon motion only to record personnel within close
proximity of access point(s), and have capability to record for a minimum of 25 days at
15 frames per second min 2/4 TB drive. Recording device Bosch DIVAR AN 5000 with
capability to pull and transfer video to other operating platforms (i.e. Windows
computer).

7.5.4 Wall mounted (tilt) LED wide screen color monitor as indicated in Appendices A and B.

7.5.5 Signage must be placed on exterior of all perimeter doors indicating that property is
protected by electronic video surveillance. See Appendix H for the appropriate signage.

7.6 Duress/Panic System:

7.6.1 Panic/Duress buttons will be covertly mounted as indicated in Appendices A and B.

7.6.2 Duress Alarms will activate strobos with audible mounted in key locations as
indicated in Appendices A and B.

7.7 Video Intercom/Door Answering System with Door Lock Release:

Initialed: Lesser & Gov. J.T.
7.7.1 Video Intercom/Door answering system that provides remote personnel recognition of people requesting access to TSA space.

7.7.2 The Video Intercom/Door Answering Systems will have the capacity for additional door stations, and up to two additional interior stations.

7.7.3 System will provide capability for remote release of the door from within TSA space.

8. Period of Performance: As directed by the TSA Office of Acquisitions Contracting Officer through the TSA Field Support Unit COR.

9. Training: Contractor will provide onsite training to multiple TSA personnel to enroll, update and remove persons in the Hirsch Velocity access control system, as well as how to arm/disarm and properly use the Bosch IDS. NOTE: more than one person is to be trained to prevent single point of failure. A minimum of three (3) hours of training will be conducted to ensure the local office is trained in the use and operation of all systems. At the conclusion of the training, the Contractor will provide copies of the training documentation to include class roster and list of items covered to the Federal Security Director (FSD)/Manager at location and TSA PSD.

10. Contractor Responsibilities:

10.1 The contractor will use GSA schedules and/or other government discounts when purchasing equipment or services on behalf of the TSA.

10.2 All conduit sizing and installation are the responsibility of the Contractor if required by facility.

10.3 Install and label for easy identification the wiring and hardware necessary to install the systems to meet the SOW specifications.

10.4 Install all security systems and/or devices in accordance with manufactures' requirements.

10.5 Legacy security equipment not being incorporated into the new system(s) will be removed, stored, inventoried and presented to FSD Staff for shipment to PSD.

10.6 Door Hardware.

10.6.1 Ensure the doors indicated in Appendices A and B meet the technical specifications within paragraph 7.1. by installing/ replacing door closers, locks, etc.

10.6.2 The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware.

10.6.3 Existing doors will be used when feasible. Double doors on the perimeter will be replaced with single leave door.

10.6.4 The contractor will provide and install recessed Door Contact switches or equivalent, where specified in Appendices A and B, and connect to the main alarm panel.

Initialed: Lessor & Govt.
Appendix B – DAY-Onsite Index Sheet

The pre-acceptance checklist must be completed, signed by the contractor and provided to the Technical Monitor (TM) of the project prior to scheduling the acceptance.

STANDARD items:

☐ Media Recovery and all software are provided to local TSA

Local TSA rep: ____________________________

Signature ____________________________ date __________

☐ System as-built drawings (all systems) are provided for review to the TM

☐ Equipment List/Inventory of all associated equipment (This includes all MEDECO Core and Control keys) provide to the TM

☐ Locking System key cutting and pinning charts provided to the TM

☐ Training Documentation for all systems

M1 Main Entrance Door #1

☐ 1 ea. Request to Exit (REX) button

☐ 1 ea. IDS Door position contact

☐ 1 ea. IDS Arm/Disarm keypad

☐ 1 ea. PIR 360 deg. Motion detector

☐ 1 ea. Duress/Panic button

☐ 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)

☐ 2 ea. CCTV Cameras positioned per Appendix A (1 inside and 1 outside space)

☐ 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (If required)

☐ 1 ea. Aiphone exterior to space

☐ 1 ea. Heavy Duty Door Closer

☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

☐ 1 ea. Anti-pick Plate

Initials: Lesso ___________________ & Govt. __________
M2 Main Entrance Door #2

☐ 1 ea. Request to exit (REX) button
☐ 1 ea. IDS Door position contact
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. PIR 360 deg. Motion detector
☐ 1 ea. Duress/Panic button
☐ 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (If required)
☐ 1 ea. Aiphone exterior to space
☐ 1 ea. Heavy Duty Door Closer
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI
    A156.3, Grade-A certified, high-security lock with approved cylinder housing.
    Medeco M3 or approved equivalent. Security Screws must be used.
☐ 1 ea. Anti-pick Plate

E1 Emergency Exit Door

☐ 1 ea. IDS Door position contact
☐ 1 ea. PIR 360 deg. Motion
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI
    A156.3, Grade-A certified, high-security lock with approved cylinder housing.
    Medeco M3 or approved equivalent. Security Screws must be used.

L1 LAN Room

☐ 1 ea. PIR 360 deg. Motion detector
☐ 1 ea. IDS door position switch
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. IDS Control Panel
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. CCTV DVR Workstation and Monitor

Initials: Lseo & Govt. J.J.
☐ 1 ea. HSPD - 12 Scramble PROX reader
☐ 1 ea. Hirsch M8 Control Panel
☐ 1 ea. Hirsch server
☐ 1 ea. Built in Request to Exit (REX) switch
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set, UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

S1 File Storage Room

☐ 1 ea. IDS Door position switch
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. 360 deg. Motion detector
☐ 1 ea. HSPD-12 Scramble PROX reader
☐ 1 ea. Built in Request to Exit (REX) switch
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set, UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

T1 TSSE Office

☐ 1 ea. IDS Door position switch
☐ 1 ea. IDS Arm/Disarm Keypad
☐ 1 ea. 360 deg. Motion detector
☐ 1 ea. HSPD-12 Scramble PROX reader
☐ 1 ea. Built-in request to exit (REX)
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer

Initials: Leader: & Govt. JT
BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

O1 Supervisor’s Office

☐ 1 ea. 32’ LCD CCTV Monitor
☐ 1 ea. Hirsch Enrollment Station
Appendix C – Approved Equipment List

Intrusion Detection System (IDS):

- BOSCH - D9512GV Controller
- BOSCH - B942 Touch Screen Keypad
- BOSCH - D8128D Zone Expander
- BOSCH - DS9360 TriTech Motions
- INTERLOGIC - 2707AD Door Contact (Perimeter and High Security Doors)
- Magnasphere – HS-L1.5-111
- SENTROL - 1078C Door Contacts (Interior Doors)
- HUB - HUB-2A Covert Duress Button (Latching DPDT, 3 Screw 3 Solder Terminals)
- ADEMCO - 269/270 Duress Button
- AMSECO - SL401 Strobe light
- SEMI-Stat

AiPhone Components:

- AIPHONE - IS-MV Master Desk Station (Interior)
- AIPHONE - IS-DV Door Station (Exterior)
- AIPHONE - JO-1MD Master Wall Station (Interior)
- AIPHONE - JO-1FD Expansion Wall Station (Interior)
- AIPHONE - JO-DV Door Station (Exterior)

Access Control (PACS-HSPD12):

- HIRSCH - Control Panels MX2, MX4, MX8, MX16 (No Substitution-PACS)
- HIRSCH – SNIB 3
- HIRSCH - UTrust-TS-Readers
- HIRSCH - UTrust-TS-ML Readers (High Intensity)
- HIRSCH - UTrust PIV Class Reader (Interior doors only)
- HIRSCH - REX EPB2E
- HIRSCH - MELM3 Door Modules
- HIRSCH - MB3 Mounting Boxes Heavy Duty Flush Mounting Box
- HIRSCH - MB4 Mounting Boxes Heavy Duty Surface Mounting Box
- HIRSCH - MB5 Mounting Boxes Exterior Heavy Duty Surface Mounting Box
- HIRSCH - MB8 Mounting Boxes Heavy Duty Surface Mounting Box
- HIRSCH - MB9 Mounting Boxes Heavy Duty Surface Mounting Box

CCTV System:

- BOSCH - DIVAR 5000 Hybrid- DRH-5532-214D00 16ch IP/16ch AN 1x4TB DVD
- BOSCH – DIVAR 3000
- BOSCH - NIN-73013-A3A FLEXIDOME IP Starlight 7000 VR
- BOSCH - CCTV Monitor 21”-35”
- Inovonics SNG BUTT WL IV-EN1235S
- Inovonics backup power source
- Bosch / S707V-T-ST/ 4 CH Video/Trans
- Altronics/SMP-10/PS Power supply for cameras
- 24" and 32" LCD Monitor

Initials: Lee & Govt. J.T.
10.6.5 The Contractor is responsible for purchasing a high security Medeco lock (or approved equivalent) and key system approved by the TSA. In procuring the lock and key system, the Contractor must adhere to the following requirements:

10.6.5.1 The key operated lock housing must accept a Medeco UL 437 M-3 Interchangeable Core.

10.6.5.2 The client’s identity (TSA) and the where the locks are installed will not be divulged except as agreed upon by TSA.

10.6.5.3 Deliver all change keys and core keys to TSA field representative.

10.6.5.4 All change keys will be impressed with a sequential serial number on the bow of each key.

10.6.5.5 The core key will be impressed with “Core” or “Control” on the bow of the key. Provide all pinning and key cut information to a TSA representative.

10.6.5.6 Label each core with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.

10.6.5.7 The Contractor will provide and install all locksets, cores, and keys. Each key will have the serial number stamped on one side of the bow. Deliver all keys and any remaining cores to the local TSA representative.

10.6.5.8 The Contractor will be responsible for creating and maintaining an expandable multi-tiered master key system hierarchy. The contractor based on the needs of the local/field TSA FO will design the hierarchy.

10.7 IDS.

10.7.1 Install and program a Bosch B9512G (or most current approved model) IDS with connected Bosch B942 Arm/Disarm keypads and Bosch DS9360 Ceiling Mount Panoramic TriTech Motion Detectors. IDS will be installed IAW the layout in Appendix A. Program the IDS IAW Appendix D.

10.7.2 The contractor will provide and install 360 deg Ceiling Mount Motion Detectors within operating distance of all entrance/emergency exit doors as indicated in Appendices A and B, and connect to the main alarm panel to alert the monitoring station of surreptitious entry.

10.7.3 The installer must complete the FPS Mega Center Alarm Requirements Document (MARS) (see Appendix I) once the system has been installed and is ready for set up and programming. Once the system is fully programmed a copy of the FPS ALL EVENTS HISTORY REPORT must be provided to both FSD staff and the POC in paragraph 5 at least 48 hours before arrival of system acceptance testing. The Battle Creek MEGA CENTER will remotely monitor and be compatible with FPS existing hardware and software. Bosch B9512G. Battle Creek Mega Center 1-866-312-4004. Contractor will provide prior to acceptance by TSA PSD FSU a completed FPS MARS
document as well as a current testing document showing that all zones are operational and monitored by FPS. When the alarm system is completely installed and programmed, it must be fully tested with the MegaCenter Alarm Services Desk. The Contractor must then schedule an acceptance inspection. Once this inspection is completed and the work determined satisfactory documentation will be provided. Security system must be fully operational and monitored by FPS before final payment is authorized.

10.7.4 The contractor will provide all equipment mounts, slides, shelves or other necessary items to install/mount equipment.

10.7.5 The contractor will be responsible for all the initial input of all user codes.

10.8 Electronic Access Control System.

10.8.1 Install complete system with Hirsch UTrust TS scramble Pad Readers, Hirsch HSPD-12 Compliant Mx Controller (or most current approved controller).

10.8.2 Program the Hirsch Velocity system IAW Appendix E.

10.8.3 The contractor will be responsible for all the initial input of all user codes, HSPD-12 enrolment of all TSA personnel. HSPD-12 enrolment will consist of using both the HSPD-12 cards issued by TSA and a unique code for each TSA employee. Contractor will do all initial enrollments of TSA employees and provide training to TSA staff. NOTE: GENERIC/UNIVERSAL access codes are not authorized for TSA/Federal Air Marshal facilities.

10.9 CCTV:

10.9.1 The contractor is responsible for obtaining, installing, programming, and testing a complete turn-key Bosch Closed Circuit TV (CCTV)/DVIR system (to include cameras) that is approved by the TSA Office of Security. The contractor will maintain and warranty the system for one year after the TSA acceptance date.

10.10 Duress/Panic System: Install and connect to the IDS duress buttons with Strobes to include strobes mounted outside TSA spaces to alert security response force of duress activation.

10.11 Video Intercom/Door Answering System: The Contractor will purchase, install, program, maintain, and test a turn-key IPhone Model JO Series or equivalent. (Note: Only the TSA Office of Security provides Approval of an Equivalent Video Intercom/Door Answering System). The Contractor will provide and install, program, maintain and test the system. Install all equipment according to manufacturer's specifications.

10.12 Contractor will submit to TSA PSD FSU a detailed line item cost breakdown for all security material and employee hours billed to the United States Government. Contractor will provide a detailed installation schedule to TSA PSD FSU as part of the proposal submitted by the contractor. Contractor will also immediately advise TSA PSD FSU in writing of any delays.

11. Expertise Requirements:
11.1 The Contractor shall obtain all necessary permits and/or licenses as required by federal, state, or local law.

11.2 The Contractor shall be licensed to complete all work, where required, by state and local municipalities.

11.3 The Contractor shall be responsible for complying with any applicable laws, codes and/or regulations (federal, state, and local) in connection with completing the work specified within this SOW.

11.4 The Contractor personnel installing and programming the security system(s) will be certified by and current with the system manufacture(s). Certification must be within the past three years from period of performance.

11.5 The Contractor locksmith personnel installing, keying, pinning locks, and other security devices will be certified by, and current with the manufacture in addition to being properly licensed.

11.6 The Contractor personnel installing the Bosch intrusion detection system must be a certified vendor who is experienced in programming the advanced software features associated with the B9512G panel. Certification must be within the past three years from period of performance.

12. Project Management Requirements:

12.1 Upon request by the TSA Office of Security, the local TSA staff, or OSO, Compliance, Surface Inspections, the contractor will be required to provide the following information about the contractor's employees and subcontractors who may have direct or incidental access to information being provided by the TSA:

12.1.1 Employee's full name
12.1.2 Employee's date and place of birth
12.1.3 Employee's social security number
12.1.4 Employee's race and sex
12.1.5 Complete Finger Print Card
12.1.6 General Release of Information document

12.2 All program software and written materials pertaining to the security/access control system and related devices will be turned over to the TSA Office of Security, to include:

12.2.1 Detailed Line Item Cost Proposals
12.2.2 Product Specification sheets
12.2.3 Inventory lists
12.2.4 Operating and installation instructions
12.2.5 As-built drawings
12.2.6 Key cut and pinning charts for locking system

12.3 Copies of all certifications and/or completed training will be available for review on site.

13. Regulatory Requirements:
13.1 Site access requirements: The Contractor must obtain the appropriate airport identification to work within the secure side and provide their own escorts. Contractor personnel without issued airport identification that are working within the secure side of the airport must be escorted at all times.

14. Recording Presence: Each contract employee shall sign in at the site each day when reporting to work and sign out when leaving the work site at the end of each day. In addition, if leaving work site for any reason, personnel must sign out at time of departure and sign in again upon arrival.

15. Federal Protective Service Requirements: The FPS maintains four Multi-Regional Emergency Management Control Centers (Mega Centers) across the country. The Mega Centers handle alarm monitoring and radio dispatch of FPS Officers and Contract Guards for alarm response, criminal activities and emergencies for GSA federally owned properties and leased space. Additionally, the Mega Centers notify local authorities; including law enforcement, emergency medical services and/or fire department, as designated by customer protocols. FPS maintains a standard equipment list that must be adhered to by all Clients. The Mega Centers can only accommodate the following UL commercial listed panels Honeywell (Ademco) model numbers Vista 128 and 250 series, Radionics model numbers 7412G, 9412G and 9512G series, CADDx model number NX8E, or DMP model numbers XR100 & XR500. Proprietary panels will not be accepted due to the inability to provide adequate support. Fax or email the completed application to the appropriate MegaCenter Alarm Services Desk. You must allow 48 hours, or 2 full business days, for account setup. After installation is complete, contact the MegaCenter to schedule alarm system acceptance testing.

16. Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule/Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator/use training provided by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>MARS agreement completed by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventoried legacy security equipment</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>IDS testing and supporting documentation</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Contractor Equipment Pre-Acceptance Checklist</td>
<td>Submitted to the technical monitors identified in paragraph 5, prior to scheduling final acceptance of system</td>
</tr>
<tr>
<td>Detailed line item cost proposals</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventory lists</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Provide all recovery media and associated software</td>
<td>As part of the final acceptance</td>
</tr>
<tr>
<td>System(s) as-built drawings</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Locking system key cut and pinning charts</td>
<td>Prior to final acceptance of system</td>
</tr>
</tbody>
</table>

17. Warranty Work and Service:

17.1 The Contractor will maintain and warranty all systems installed in this SOW for a period of 12 months from the date of Government acceptance.
17.2 Should any Contractor supplied part, component, workmanship or system, fail within that period of time, the Contractor shall immediately replace or repair that part, component, or system within 48 hours at no further cost to the Government. If the Contractor is unable to start and/or finish the repair or replacement, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).

17.3 The Contractor shall submit a copy of the as-built drawings, all commercial warranties, terms and conditions, specifications, and related booklets upon completion of systems installation. Delivery can be made to the technical monitors at:

TSA HQ
701 South 12th Street
Arlington, VA 22202
ATTN: FSU COR

and

TSA PSD FSU Region FAMS/GSA PROJECT MANAGER
ATTN: PSS William R Burnett
701 South 12th Street
Arlington, VA 22202

17.4 TSA reserves the right to expand or add to the system during the warranty period using firm(s) other than the Contractor for such expansion without affecting the Contractor’s responsibilities, provided the expansion is performed by an authorized dealer for the affected equipment.

18. Final Inspection and Acceptance:

18.1 Prior to scheduling final acceptance Appendix B will be completed and submitted to the technical monitor(s) identified in paragraph 5.

18.2 The final acceptance test shall be performed concurrent for all systems based on the approved TSA SOW and shall be completed during a single site visit.

18.3 Acceptance by the Government will be given only after the satisfactory completion of the installation of the system(s), training, and receipt of submittals, all testing data and any other requirements within this SOW. Project acceptance can be issued only by the TSA COR or Technical Monitors.

18.4 The United States Government has the right to inspect and test all supplies called for in the contract, to the extent practicable, at all places & times and in any event before acceptance in any manner that does not unduly delay the work.

18.5 Personnel authorized to accept completion of security system installation projects on behalf of the United States Government / TSA is a Physical Security Specialist or personnel designated by the Chief of the Physical Security Section who is also current and certified as a Contract Officers Representative with certifications on file with TSA Office of Acquisitions.

Initials: Lessor & Govt.
18.6 During the acceptance phase, the contractor will provide a binder with all recovery media and associated software as well as copies of manufacturer brochures and any floor plans or drawings for all security systems and/or devices installed.
**Door Hardware:**

- Folger Adams - 310-1 Door Strike
- Mag lock 1200lbs
- Altronix-Door Strike Power Supply
- Cylindrical Lever Lockset w/Medco
- Mortised Lockset w/Deadbolt & Medco
- MARKS – Mechanical/ Electrified Door Hardware
- Heavy Duty-Acoustical Door Closer
  - Acoustical Surfaces, Inc. - Heavy Duty Jamb Seal Kit #1 or #2 (Includes: Model #330C and 599C)

*BOLD Items-Verified with Vendor Most Current*
TSA IT Requirements for **(DAY) Dayton, OH**

This Scope of Work addresses the TSA Network infrastructure necessary to accommodate the requirements for providing TSA Data Network connectivity at the new TSA Office Space at **(DAY) Dayton, OH**.

1) Main Data Cabinet

Contractor shall install an appropriate sized (preferably a 24U) Wall-Mount IT Cabinet, as specified by TSA within TSA Controlled Office Space. Specifications supporting the TSA MDF (Main Distribution Frame) and its components are per physical security requirements and program requirements, include the following items:

a) Install on two walls ¾ inch fire-rated plywood from the structural floor to a height of 8’ in room T200H.

b) Install one Wall-Mount cabinet on one of the plywood wall.

c) Install one fiber patch panel.

d) Install and punch down one 48 port patch panel to support work station cabling.

e) 20Amp Electrical Service to the Inside-Rear of the Wall-Mount cabinet.

f) Route existing fiber connections in room 210 to new MDF COMMs room T200H. These fiber connections are to be extended/terminated into this cabinet.

g) Associated TSA Data Cabling will be Cat6 standards, based on Building and/or Airport Rules/Regulations.

2) Wiring

a) Install, terminate, and test the data cabling (Cat6) between the workstation locations as indicated on the floor plan drawing and the designated TSA IT Cabinet Patch Panels. "Work Station port locations to be IAW POR". (**Estimated number of data drops is 30.**)

b) Each "Desk Location" will be depicted on schematics and will require a “Dual” drop (2 cables).

c) Provide all Cross-Connect cables for use between contractor installed connections and TSA Switches.

Terminations:

- Each Data cable is to be home run from IT Patch panel to station end with no line splices.
- Each installed data cable must be terminated at the station end to an appropriate faceplate using the CAT6 modular jack.
- The termination configuration for all data cables will be 568B and will terminate all pairs of the cable.
- Provide cabling as required as to ensure end-to-end connectivity between the station end and servicing patch panel.
- All cables and materials used will comply with all applicable local standards for building and electrical materials and construction.
Testing and Labeling:

- Each new data cable, including the modular jack, shall be certified for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz. Test results shall be furnished upon request.
- All cables, modular outlet jacks, faceplates and MDF terminations shall be clearly labeled for ease of identification per the TSA labeling specifications.
- All cables and faceplates will be labeled utilizing a logical labeling scheme consistent with the currently installed cable plant.
- All communication cables installed as part of this installation shall comply with TIA/EIA standards.
**GENERAL SERVICES ADMINISTRATION**
**PUBLIC BUILDINGS SERVICE**

**LEASE AMENDMENT**

**LEASE AMENDMENT No. 3**
**TO LEASE NO. GS-05B-17937**

**ADDRESS OF PREMISES**
DAYTON INTERNATIONAL AIRPORT,
PASSENGER TERMINAL BUILDING
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312

**PDN Number:** N/A

**THIS AGREEMENT,** made and entered into this date by and between City of Dayton

whose address is: 101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to acquire 285 usable/rentable square feet of expansion space, extend the lease for a two (2) year/one (1) year firm term, update the termination rights, and update the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2017 as follows:

Part II, a.c. USABLE/RENTABLE SQ. FT. of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, is hereby deleted in its entirety and replaced with the following:

- Block A- 1,765 USF/RSF
- Block B- 645 USF/RSF
- Block C- 285 USF/RSF
- Total- 2,695 USF/RSF

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

---

**FOR THE LESSOR:**

**Signature:**

**Name:** Tammi Clements
**Title:** Deputy City Manager
**Entity Name:** City of Dayton, Ohio
**Date:** 8-28-17

---

**FOR THE GOVERNMENT:**

**Signature:**

**Name:** Jeanette Torres
**Title:** Lease Contracting Officer
**Entity Name:** GSA, Public Buildings Service
**Date:** 7-5-2017

---

**WITNESSED FOR THE LESSOR BY:**

**Signature:**

**Name:** Gina Maneling
**Title:** Exec. Asst.
**Date:** 8-28-17

---

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

**Signature:**

**Name:**
**Title:** Clerk of the Commission
**Date:**

---

**APPROVED AS TO FORM AND CORRECTNESS:**

**Signature:**

**Name:**
**Title:** City Attorney
**Date:**
Part II, B. TERM of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, is hereby deleted in its entirety and replaced with the following:

"The term of this lease for said premises with their appurtenances shall commence September 1, 2007, and terminate on August 31, 2016. The Government may terminate this lease at any time in full or in part after the term is up or after September 1, 2016 by giving at least ninety (90) days' notice in writing to the Lessee and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, C.7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, and the rent break-down description in Part III AWARD of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, is hereby deleted in its entirety and replaced with the following:

<table>
<thead>
<tr>
<th>Term</th>
<th>Total Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Total rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2017-08/31/2019</td>
<td>$137,957.05</td>
<td>$43.25</td>
<td>$7.94</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

END OF DOCUMENT

Init: Lessor: J.
Govt: J.
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO
GS-05B-17937

SUPPLEMENTAL AGREEMENT NO. 2
DATE FOR GOVERNMENT USE ONLY
7/25/2012

ADDRESS OF PREMISES
Dayton International Airport, Passenger Terminal Building
3600 Terminal Road, Vandalia, Ohio 45377-3312

THIS AGREEMENT, made and entered into this date by and between

City of Dayton
Whose address is
101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2012 as follows:

Supplemental Lease Agreement Number 2 is hereby issued to extend the current lease for a five year term. Paragraph B. Term of the original Form 3626, is deleted and replaced with the following: “To have and to hold, for the term commencing September 1, 2007 and continuing through August 31, 2017, inclusive.”

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR City of Dayton

BY

Stanley A. Earley, Deputy City Manager

IN PRESENCE OF

CITY OF DAYTON
OFFICE OF THE CITY MUNICIPALITY

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

LEASE CONTRACTING OFFICER

GSA DC 68-1176
(5PEEM computer generated form: JAN 92)

GSA FORM 276 JUL 07/FEB 92
Supplemental Lease Agreement Number 2  
Lease GS-05B-17937  
Page 2 of 2

Part II, C.7., AMOUNT OF ANNUAL RENT of GSA Form 3626 Part II, C.8. RATE PER MONTH OF Form 3626, the rent-breakdown description in Part III AWARD of Form 3626, and Supplemental Lease Agreement Number 1 are deleted and replaced with:

<table>
<thead>
<tr>
<th>“Total Annual Rent”</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2012-08/31/2017</td>
<td>$123,367.90</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$.41</td>
</tr>
</tbody>
</table>

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 60 days’ written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

APPROVED AS TO FORM  
AND CORRECTNESS:

[Signature]
City Attorney

APPROVED BY THE COMMISSION OF  
THE CITY OF DAYTON, OHIO

June 27, 2012

Min. Bk I:12 Pg. __________

[Signature]
Clerk of the Commission

Gov’t & Lessor
Dayton International Airport, Passenger Terminal Building, 3600 Terminal Road, Vandalia, Ohio 45377-3312

THIS AGREEMENT, made and entered into this date by and between

City of Dayton
Whose address is 101 West Third Street
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the actual effective date of the forced relocation of Block A from 1,249 square feet to 1,765 square feet, modify the rent, and change the address of the owner.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective August 5th, 2010, as follows:

Therefore, Part II, A.c. USABLE / RENTABLE SQ. FT. of Form 3626 is deleted and replaced with the following:

"Block A – 1,765 USF/RSF
Block B – 645 USF/RSF
Total – 2,410 USF/RSF"

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
Supplemental Lease Agreement Number 1  
GS-05B-17937  
Page 2 of 4

Part II, C.7. AMOUNT OF ANNUAL RENT of Form 3626, Part II, C.8. RATE PER MONTH of Form 3626, and the rent break-down description in Part III AWARD of Form 3626 are deleted and replaced with the following:

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total Rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/05/2010 – 08/31/2010</td>
<td>$120,500.00</td>
<td>$42.41</td>
<td>$7.22</td>
<td>$0.37</td>
<td>$50.00</td>
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<tr>
<td>09/01/2010 – 08/31/2012</td>
<td>$123,367.90</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

Part II, C.10a. NAME AND ADDRESS OF OWNER of Form 3626 is deleted and replaced with the following: “City of Dayton, 101 West Third Street, Dayton, Ohio 45402-1814”

*Leased space items (fixtures) that become defective due to workmanship such as floor tiles, but not limited to floor tiles, will be repaired or replaced at the expense of the Lessor.

APPROVED AS TO FORM  
AND CORRECTNESS:

[Signature]
City Attorney

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

[Signature]
Clerk of the Commission

Lessor [Signature]
& Gov’t JLT
City Manager’s Report

From 3420- Water/Water Engineering

Name Department of Veterans Affairs

Address 4100 West 3rd Street
Dayton, Ohio 45428

Expense Type Other, (See Description Below)
Total Amount $ N/A

Fund Source(s) N/A

Fund Code(s) N/A

Fund Amount(s) N/A

Includes Revenue to the City Yes No

Affirmative Action Program Yes No N/A

Description

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

The Department of Water requests permission to enter into an Agreement with The Dayton Veteran’s Affairs Medical Center (VA) for a License to add an 8” water main in the existing utility easement for the McBride Place project. McBride Place LLC has entered into an agreement with the VA to construct a housing development for disabled veterans on the grounds of the VA. Construction of the McBride Place development requires an extension of the public water main on to the VA property. Federal land requirements do not permit a typical public easement for operation and maintenance of the water utility. Instead, a Revocable License of Non-Federal Use of Real Property (License) is required to provide legal access for operation and maintenance of the water main.

The Law Department has reviewed the License and approved it as to form and correctness. The License requires approval by the Commission.

Signatures/Approval

Division

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2016
A revocable license affecting the property described for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE
   city of Dayton

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
   o/c Department of Water
   320 W. Monument Ave.
   Dayton, Ohio 45402

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
   320 W. Monument Ave.
   Dayton, Ohio 45402

4. NAME AND ADDRESS OF INSTALLATION
   McBride Place LLC, building 416 (new)
   Lyon Place 12 building 415 (existing)
   Dayton VA
   4100 W. Third St.
   Dayton, Ohio

5. PERIOD COVERED
   FROM (Month, day, year)
   01/02/2020
   TO (Month, day, year)
   Until Utilities no longer

6. CONSIDERATION
   none

7a. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached here to and made a part hereof)
   Existing utility easement along Massachusetts Ave., which is in City of Dayton already. We will be adding an 8" watermain in the existing utility easement.

7b. EXHIBIT(S) ATTACHED
   Existing Easement exhibit and new watermain exhibit

8. PURPOSE OF LICENSE
   Installation and maintenance of a public water main.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereeto.

9. SPECIAL CONDITIONS
   none

---

<table>
<thead>
<tr>
<th>VETERANS AFFAIRS LICENSOR</th>
<th>LICENSEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF LICENSE (Month, day, year)</td>
<td>DATE ACCEPTED (Month, day, year)</td>
</tr>
<tr>
<td>SIGNATURE(S) OF LICENSOR (Sign in ink)</td>
<td>TYPED NAME OF SIGNATORY</td>
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<tr>
<td>ADDRESS OF LICENSOR</td>
<td>SIGNATURE(S) OF SIGNATORY (Sign in ink)</td>
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<tr>
<td>Dayton VA Medical Center</td>
<td>TITLE OF SIGNATORY</td>
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<tr>
<td>4100 West Third St.</td>
<td>City Manager</td>
</tr>
<tr>
<td>Dayton, Ohio 45428</td>
<td>TELEPHONE NO. OF LICENSEE (area code)</td>
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<tr>
<td></td>
<td>937-333-3611</td>
</tr>
</tbody>
</table>

If licensee is a corporation, the following Certificate of Licensee must be executed:

---

CERTIFICATE OF CORPORATE LICENSEE

I, [Name], certify that I am the [Title], Secretary of the corporation named as licensee herein; that [Name] who signed said license on behalf of the licensee was then [Title] of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

[Signature] (Sign in ink)
GENERAL CONDITIONS

VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
REPORT AND MINUTES OF THE BOARD OF REVISION OF ASSESSMENTS
TO THE CITY COMMISSION OF THE CITY OF DAYTON

In the Matter of the Vacation of the Second Alley South of Stanley Avenue from Valley Street
to Brandt Street.

Pursuant to proper notice being given, the Board of Revision of Assessments reports that it convened
its meeting on January 28, 2020 in the Fifth Floor Conference Room of the Department of Public
Works for the purpose of considering the above matter.

Attended by             Keith Steeber             Chris Lipson
                       John Musto                Joe Weinel
                       Patricia Jones

AGENDA ITEMS: One item was on the agenda. There were no interested parties in attendance.

The Board of Revision of Assessments meeting was convened by Mr. John Musto on January 28, 2020
in the Public Works Fifth Floor Conference Room. Mr. John Musto agreed to chair the meeting.

ITEM # 1: Resolution No. 6457-19 In the Matter of the Vacation of the Second Alley South of
Stanley Avenue from Valley Street to Brandt Street.

Service was made to two property owners: Mr. John Kopilchack, Synergy Building Systems, Inc.,
3500 Pentagon Blvd., Suite 500, Beavercreek, Ohio 45431; Mr. Jerald McLaughlin, Dayton Children’s
Hospital, One Children’s Plaza, Dayton, Ohio 45404.

Discussion followed as to the reason for the vacation request. Mr. John Musto stated the conditions established
by the City Plan Board meeting on October 8, 2019 as follows:

1. 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.

2. The alley mouths at Valley Street and Brandt Street shall be removed and replaced with curb and
walk, or a driveway shall be constructed. All work shall be completed within ninety (90) days of the
vacation and to City of Dayton standards.

3. Vectren shall retain an easement over, under, and through the vacated area for its existing eight inch
steel gas main. With written consent from Vectren these facilities may be relocated or abandoned at
the expense of the applicant.
Mr. Steeber made a motion to accept the vacation with the conditions from the City Plan Board meeting on October 8, 2019. Mr. Lipson seconded and the vacation passed unanimously.

With no other business to come before the Board, Mr. Steeber made a motion to close the meeting and Mr. Lipson seconded. All present said “aye” and the motion carried. The meeting was adjourned.

Respectfully submitted,

Patricia N. Jones
Patricia N. Jones, Secretary
to the Board of Revision of Assessments

cc: Board Members
Assessment File
Joe Weinel – Ordinances

BOARD OF REVISION OF ASSESSMENTS

Keith Steeber
City Engineer, Public Works

Jim Matt
Chief Counsel, Department of Law

APPROVED BY THE CITY COMMISSION

City Manager
Enacting Section 137.22 of the Revised Code of General Ordinances Prohibiting the Concealing of One’s Identity During the Commission of a Crime or to Intimidate Another, and Declaring an Emergency.
By: .............................................  No .............................................

A RESOLUTION

Authorizing the City Manager to Enter into An Intergovernmental Agreement Between the City of Dayton and the Montgomery County, Ohio, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") desires to provide Eighty Thousand Dollars and Zero Cents ($80,000.00) to the Battle Sight Project as part of local funding to enhance the local area’s ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, The City of Dayton supports the project and believes it is in the best interest of the City of Dayton to enter into Intergovernmental Agreement regarding the grant funding being provided by the Montgomery County; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized on behalf of the City of Dayton to execute any and all documents or agreements necessary to accept the funding awarded by the Board for the following project(s) and in the following amount:

Battle Sight Project  $80,000.00

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION ....................... , 2020

SIGNED BY THE MAYOR ............................... , 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
March 2, 2020

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

FROM: Ford P. Weber, Director
       Department of Economic Development

SUBJECT: Legislation Accepting ED/GE Funding for Battle Sight LLC

On December 17, 2019, Montgomery County awarded the City of Dayton $80,000.00 of ED/GE funding for the Battle Sight project. Battle Sight is a growing company and the funds will assist with their expansion and relocation. The City of Dayton will enter into a Development Agreement with Battle Sight for this project.

Attached is legislation authorizing the acceptance of funding from the ED/GE program. The City Manager is authorized to accept funding and execute all documents and agreements associated with the project.

In order to meet the critical deadlines for securing financial commitments, we are requesting that this resolution be passed as an emergency with two readings at one meeting.

If you have any questions, please contact me x3621.

FPW/jkb
2019
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, O.R.C. Section 307.07 grants the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and
WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situated within the boundaries of the CITY OF DAYTON Montgomery County, Ohio, known as the BATTLE SIGHT Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on DECEMBER 17, 2019 by Resolution #19-1666, the Board awarded the CITY OF DAYTON an amount not to exceed $80,000 or 8.9% of total project cost, from the 2019 Primary Economic Development Fund, to provide funding support for the BATTLE SIGHT Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound,
agree as follows:

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of EIGHTY THOUSAND DOLLARS ($80,000) or EIGHT AND NINE TENTHS PERCENT (8.9%) of total project cost, whichever is less, of the Board's 2019 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Board will, within thirty (30) calendar days of the receipt of such a
statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that ED/GE funds shall not be used for the direct benefit of institutional users such as colleges, universities, or hospitals.

6. The Participant acknowledges that if it is found that ED/GE funds were used for the direct benefit of institutional users, Montgomery County may require that the spent ED/GE funds be returned in full to Montgomery County, and the remainder of the ED/GE award shall be closed, and funds will be re-incorporated to the ED/GE fund for future projects.

7. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the
receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

8. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

9. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the
Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

10. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

11. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

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

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to
anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

13. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

14. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

16. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

17. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

_______, 20__.

Signed and acknowledged in the presence of:

Witness

Witness

Witness

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By: ____________________________

By: ____________________________

By: ____________________________

OR

By: ____________________________

Michael B. Colbert
County Administrator

AND

By: ____________________________

Erik S. Collins, Director
Community & Economic Development

AND

Witness

Name of Jurisdiction

Address

City ____________________________ State ____________ Zip ____________________________

By: ____________________________

Title: ____________________________

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

8
APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: ______________________
Assistant Prosecuting Attorney
DATE: ______________________
EXHIBIT A
Work Program

Jurisdiction: CITY OF DAYTON

Project: BATTLE SIGHT

This project will allow Battle Sight Technologies, a developer of specialty products for the defense, first responder and emergency management industries, to establish 5,000 square feet of offices in the new Manhattan Building at 601 East Third Street in downtown Dayton to expand research, development, and manufacturing of their products. Expanded operations will result in the creation of 25 jobs and retention 5 jobs. Funds will be used for office buildout.

<table>
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<tr>
<th>Project Tasks</th>
<th>Start Date</th>
<th>End Date</th>
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<tbody>
<tr>
<td>Design</td>
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<td>Tax Credit Award</td>
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<tr>
<td>Construction</td>
<td>Feb-20</td>
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EXHIBIT B
Budget

Jurisdiction:  CITY OF DAYTON

Project:  BATTLE SIGHT

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<td><strong>Total</strong></td>
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It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only $80,000, or 8.9% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.
A RESOLUTION

Authorizing the City Manager to Enter into An Intergovernmental Agreement between the City of Dayton and the Montgomery County, Ohio, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") desires to provide One Hundred Thousand Dollars and Zero Cents ($100,000.00) to the Mile Two Project as part of local funding to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, The City of Dayton supports the project and believes it is in the best interest of the City of Dayton to enter into Intergovernmental Agreement regarding the grant funding being provided by the Montgomery County; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized on behalf of the City of Dayton to execute any and all documents and agreements necessary to accept the funding awarded by the Board for the following project(s) and in the following amount:

Mile Two Project $100,000.00

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION ......................, 2020

SIGNED BY THE MAYOR ................................., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
March 2, 2020

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

FROM: Ford P. Weber, Director  
Department of Economic Development

SUBJECT: Legislation Accepting ED/GE Funding for Mile Two LLC

On December 17, 2019, Montgomery County awarded the City of Dayton $100,000.00 of 
ED/GE funding for the Mile Two project. Mile Two is a growing Dayton company and these 
funds will assist with their expansion and relocation. The City of Dayton will enter into a 
Development Agreement with Mile Two for this project.

Attached is legislation authorizing the acceptance of funding from the ED/GE program. The 
City Manager is authorized to accept funding and execute all documents and agreements 
associated with the project.

In order to meet the critical deadlines for securing financial commitments, we are requesting that 
this resolution be passed as an emergency with two readings at one meeting.

If you have any questions, please contact me x3621.

FPW/jkb
2019
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the
BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,
Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422,
hereinafter referred to as the "Board," and the CITY OF DAYTON, MONTGOMERY
COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, O.R.C. Section 307.07 grants the Board the authority to create an Office of
Economic Development and to appoint a person to act as Director of said Office, referred to
hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to
become actively involved in the development and execution of economic development in
Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board
did create a Montgomery County Office of Economic Development and did appoint a Director of
same; and
WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situated within the boundaries of the CITY OF DAYTON Montgomery County, Ohio, known as the MILE TWO Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on DECEMBER 17, 2019 by Resolution #19-1666, the Board awarded the CITY OF DAYTON an amount not to exceed $100,000 or 2.8% of total project cost, from the 2019 Primary Economic Development Fund, to provide funding support for the MILE TWO Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound,
agree as follows:

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of **ONE HUNDRED THOUSAND DOLLARS ($100,000)** or **TWO AND EIGHT TENTHS PERCENT (2.8%)** of total project cost, whichever is less, of the Board's 2019 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Board will, within thirty (30) calendar days of the receipt of such a
statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that ED/GE funds shall not be used for the direct benefit of institutional users such as colleges, universities, or hospitals.

6. The Participant acknowledges that if it is found that ED/GE funds were used for the direct benefit of institutional users, Montgomery County may require that the spent ED/GE funds be returned in full to Montgomery County, and the remainder of the ED/GE award shall be closed, and funds will be re-incorporated to the ED/GE fund for future projects.

7. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the
receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the
Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State
Auditor's Office, to enter upon its premises during regular business hours and to supply the Board,
the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its
representative, the books/financial records concerning the Participant's receipt and expenditure of
the economic development funding received by the Participant pursuant to the Agreement.

8. The Participant agrees that all documentation, financial records and other evidence
of project activity under this Agreement shall be maintained by the Participant, consistent with the
records retention requirements of the Ohio Revised Code, for a period of three (3) years after the
completion or termination of the Project. After this three (3) year retention period, the Participant
must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right
to extend the retention period for such records, and if it decides to do so it will notify the Participant
in writing, otherwise, the Board will issue to the Participant a written Certificate of Records
Disposal, it being understood that no records in the Participant's possession will be destroyed until
the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify
persons or business entities with which it does business in the prosecution of the work called for
in the "Project" of the fact that such person or business entity is receiving public funds and that
such funds may be audited by the County Auditor or the State Auditor even though they have been
received by a private person or business entity.

9. The Participant agrees that, upon completion of said Project, Participant will deliver
to the Board's Director of Economic Development a report certifying the Participant's expenditures
for the total Project, including ED/GE funds and all other financial sources. In addition, the
Participant agrees to provide to the Board's Director of Economic Development, upon the
Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

10. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

11. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

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

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to
anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

13. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

14. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

16. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

17. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

________________, 20__.

Signed and acknowledged in the presence of:

Witness

Witness

Witness

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By:________________________________________

By:________________________________________

By:________________________________________

OR

By:________________________________________

Michael B. Colbert
County Administrator

AND

By:________________________________________

Erik S. Collins, Director
Community & Economic Development

AND

Witness

Witness

Witness

Name of Jurisdiction

Address

City_________________ State_________ Zip_________

By:________________________________________

Title:_______________________________________

APPROVED AS TO FORM AND CORRECTNESS

__________________________
CITY ATTORNEY
EXHIBIT A
Work Program

Jurisdiction: CITY OF DAYTON

Project: MILE TWO

This project will allow Mile Two, an applied innovation technology firm, to establish operations on at least two floors totaling nearly 16,000 square feet of the new Manhattan Building at 601 East Third Street in downtown Dayton. Mile Two expects to add 36 new position and retain 45. Funds will be used for office buildout.

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
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<td>Tax Credit Award</td>
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<tr>
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<td>Feb-20</td>
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</tr>
<tr>
<td>Construction</td>
<td>Feb-20</td>
<td>Dec-20</td>
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</tbody>
</table>
EXHIBIT B

Budget

Jurisdiction: CITY OF DAYTON

Project: MILE TWO

<table>
<thead>
<tr>
<th>Sources</th>
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<tbody>
<tr>
<td>ED/GE</td>
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<tr>
<td>Buildout Allowance</td>
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<tr>
<td>Equity</td>
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<tr>
<td>City of Dayton</td>
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<tr>
<td>Loan and/or historic Tax Credits</td>
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<tr>
<td>Total</td>
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Uses/Expenses:

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<td>Buildout - Offices, Kitchen</td>
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<td>FF&amp;E</td>
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<tr>
<td>Acquisition Cost</td>
<td>$2,525,000.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$3,525,000.00</td>
</tr>
</tbody>
</table>

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only $100,000, or 2.8% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.
AN ORDINANCE

Authorizing the Acceptance of an Easement from Taylor Summerville Battery Company, Inc. for Construction and Maintenance of a Sanitary Sewer Lift Station.

WHEREAS, The City of Dayton requires an easement upon land belonging to Taylor Summerville Battery Company, Inc. for the purposes of constructing and maintaining a sanitary sewer lift station; and,

WHEREAS, This Commission deems it in the public interest to accept said easement; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized to accept an easement from Taylor Summerville Battery Company, Inc., on the property identified in the attached Exhibit A, Exhibit B and Exhibit C for the purposes of constructing and maintaining a sanitary sewer lift station.

Section 2. That the City Manager, or her designee, is authorized to execute any documents necessary to accept said easement.

PASSED BY THE COMMISSION................., 2020

SIGNED BY THE MAYOR....................... , 2020

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
"EXHIBIT A"
LEGAL DESCRIPTION

PERMANENT UTILITY EASEMENT FOR AN UNDERGROUND SANITARY LIFT STATION ON THE PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY, INC.

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWN 2, RANGE 6 EAST, AND BEING PART OF PART LOT 79504 (0.954 ACRES) OF THE REVISED AND CONSEQUENTIAL NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON AS CONVEYED TO TAYLOR SUMMERVILLE BATTERY COMPANY, INC. IN DEED 1982-00002130 (MF# 82-00066 E03) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON PIN (FOUND) MARKING THE SOUTHWEST CORNER TO THE GRANTOR'S 0.954 ACRE LOT, SAID PIN ALSO BEING THE NORTHWEST CORNER TO PART LOT 79504 CONTAINING 1.023 ACRES AS CONVEYED TO STARGAZER INVESTMENTS, LLC IN DEED 2007-00072870 (MF#96-00695 D02) AND ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH).

THENENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 S89°49'37"E 20.00 FEET TO A POINT;

THENENCE CROSSING SAID GRANTOR'S LOT N00°10'23"E 30.00 FEET TO A POINT;

THENENCE N89°49'37"W 20.00 FEET TO THE WESTERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH);

THENENCE WITH THE SAID GRANTOR'S WESTERLY LINE AND THE EASTERLY RIGHT OF WAY LINE OF SAID SUCCESSFUL WAY S00°10'23"W 30.00 FEET TO THE POINT OF BEGINNING. THIS EASEMENT CONTAINS 0.014 ACRES.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE GRANTOR'S 0.954 ACRE LOT AS SHOWN IN SURVEY RECORD 82-36 OF THE MONTGOMERY COUNTY SURVEY RECORDS (S89°49'37"E 218.15 FEET).

THE ABOVE FIELD DESCRIPTION IS THE RESULT OF A FIELD SURVEY DONE UNDER THE DIRECT SUPERVISION OF MICHAEL J. DONOHUE, REGISTERED SURVEYOR NO. 7844 WORKING FOR THE CITY OF DAYTON, OHIO IN MAY OF 2019 AND IS SUBJECT TO ALL LEGAL HIGHWAYS, CONDITIONS, AND RESTRICTIONS OF RECORD.

MICHAEL J. DONOHUE P.S. #7844

DATE 11/25/2019
"EXHIBIT B"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT FOR THE INSTALLATION OF AN UNDERGROUND SANITARY LIFT STATION ON THE PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY, INC.

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWN 2, RANGE 6 EAST, AND BEING PART OF PART LOT 79504 (0.954 ACRES) OF THE REVISED AND CONSECUTIVE NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON AS CONVEYED TO TAYLOR SUMMERVILLE BATTERY COMPANY, INC. IN DEED 1982-00002130 (MF# 82-00066 E03) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A ½" IRON PIN (FOUND) MARKING THE SOUTHWEST CORNER TO THE GRANTOR'S 0.954 ACRE LOT, SAID PIN ALSO BEING THE NORTHWEST CORNER TO PART LOT 79504 CONTAINING 1.023 ACRES AS CONVEYED TO STARGAZER INVESTMENTS, LLC IN DEED 2007-00072870 (MF# 96-00095 D02) AND ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH), BEING THE SOUTHWEST CORNER OF A PERMANENT EASEMENT CONTAINING 0.01 ACRES AS DESCRIBED IN EXHIBIT "A";

THENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES ALSO BEING THE SOUTHERLY LINE OF SAID PERMANENT EASEMENT AS DESCRIBED IN EXHIBIT "A" S89°49'37"E 20.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES S89°49'37"E 80.00 FEET TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT N00°10'23"E 50.00 FEET TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT N89°49'37"W 40.00 FEET TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT N44°49'37"W 14.14 FEET TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT N00°10'23"E 40.00 FEET TO A POINT;

THENCE N89°49'37"W 50.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID GRANTOR'S LOT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH);

THENCE WITH THE SAID GRANTOR'S WESTERLY LINE AND THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH) S00°10'23"W 70.00 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID PERMANENT EASEMENT AS DESCRIBED IN EXHIBIT "A";

THENCE WITH THE NORTHERLY LINE OF SAID PERMANENT EASEMENT S89°49'37"E 20.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PERMANENT EASEMENT DESCRIBED IN EXHIBIT "A";

THENCE WITH THE EASTERLY LINE OF SAID PERMANENT EASEMENT S00°10'23"W 30.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID GRANTOR'S LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES BEING THE SOUTHEAST CORNER OF SAID PERMANENT EASEMENT AND THE TRUE POINT OF BEGINNING. THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 0.160 ACRES. THIS EASEMENT WILL EXPIRE AT THE COMPLETION OF CONSTRUCTION AND RESTORATION.
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE GRANTOR'S 0.954 ACRE LOT AS SHOWN IN SURVEY RECORD 82-36 OF THE MONTGOMERY COUNTY SURVEY RECORDS (S89°49'37"E 218.15 FEET).

THE ABOVE FIELD DESCRIPTION IS THE RESULT OF A FIELD SURVEY DONE UNDER THE DIRECT SUPERVISION OF MICHAEL J. DONOHUE, REGISTERED SURVEYOR NO. 7844 WORKING FOR THE CITY OF DAYTON, OHIO IN MAY OF 2019 AND IS SUBJECT TO ALL LEGAL HIGHWAYS, CONDITIONS, AND RESTRICTIONS OF RECORD.

MICHAEL J. DONOHUE P.S.#7844
05/23/2019
DATE
"EXHIBIT C"

PERMANENT UTILITY EASEMENT CONTAINING 0.014 ACRES AND TEMPORARY CONSTRUCTION EASEMENT CONTAINING 0.160 ACRES FOR THE CITY OF DAYTON ON THE PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY, INC.

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWNSHIP 2, RANGE 6 E, AND BEING PART OF LOT 79504 OF THE REVISED AND CONSECUTIVE NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON, OHIO.

VICINITY MAP

NEEDMORE ROAD

+1.5 MILES TO J-25

SECTION 11

SECTION 11

Q NEEDMORE ROAD

20' EASEMENT

Q SUCCESSFUL WAY

TEMPORARY CONSTRUCTION EASEMENT

0.160 ACRES

(To expire at the completion of construction and restoration)

PART LOT 79504

0.354 ACRES

TAYLOR SUMMERVILLE BATTERY COMPANY, INC.

DEED 1982-00002130

PART LOT 79504

0.466 ACRES

DAY TIMOTHY L AND TERESA

DEED 2003-300018016

0.014 ACRES

PART LOT 79500

0.466 ACRES

DAY TIMOTHY L AND TERESA

DEED 2003-300018016

LEGEND

I.P. IRON PIN FOUND

+ CROSS NOTCH FOUND

PERMANENT UTILITY EASEMENT

POINT OF BEGINNING EASEMENT

PART LOT 79500

0.466 ACRES

DAY TIMOTHY L AND TERESA

DEED 2003-300018016

I CERTIFY THAT THIS EASEMENT SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED ON AN ACTUAL FIELD SURVEY PERFORMED IN MAY 2019.

CITY OF DAYTON, OHIO

DEPARTMENT OF WATER

DIVISION OF WATER ENGINEERING

320 W. MONUMENT AVENUE

DAYTON, OHIO 45402

HORIZONTAL SCALE IN FEET

1 INCH = 60 FEET

NO. DATE ISSUE / REVISION
1 09.01.2019 DRAFTED BY MJD
2 08.03.2019 REVISED BY MJD
3 08.06.2019 CHECKED BY MJD

MICHAEL J. DONOHUE, PS# 7844

0 60 120

MICHAEL J. DONOHUE, PS# 7844 DATE

REGISTERED PROFESSIONAL SURVEYOR

STATE OF OHIO

MICHAE J. DONOHUE 7844
February 13, 2020

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

FROM: Michael Powell, Director
       Department of Water

SUBJECT: Ordinance – Easement for Sanitary Sewer Lift Station

Attached is an ordinance to accept an easement from Taylor Summerville Battery Company, Inc. for construction and maintenance of a public sanitary sewer lift station. The sanitary lift station is being relocated away from the intersection of Needmore Road and Successful Way to improve the safety associated with operation and maintenance of the sanitary lift station. Taylor Summerville is providing the easement at no cost but the Department of Water is replacing the parking lot, restriping the parking lot, and performing other site restoration. The temporary easement necessary for construction covers 0.16 acres and will expire at the completion of construction and restoration. The permanent easement for the sanitary lift station is 0.014 acres.

Please present the legislation to the City Commission for their action. If you have any questions, please contact Nick Dailey at x1839.

Attachments

cc: Tammi Clements, Deputy City Manager
    Joe Parlette, Deputy City Manager
AN ORDINANCE

To Vacate the Second Alley South of Stanley Avenue from Valley Street to Brandt Street.

WHEREAS, The City Commission did on the 27th day of November, 2019, by Resolution No. 6457-19, declare its intention to vacate the second alley south of Stanley Avenue from Valley Street to Brandt Street; and,

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the second alley south of Stanley Avenue from Valley Street to Brandt Street be vacated; and,

WHEREAS, The City Plan Board has approved said vacation; and,

WHEREAS, The vacation of the second alley south of Stanley Avenue from Valley Street to Brandt Street described herein will enable the abutting property owner to develop this property; and,

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That the second alley south of Stanley Avenue from Valley Street to Brandt Street being more particularly bounded and described in as follows:

Being all of the 16.5 foot second alley south of Stanley Avenue from the 60 foot Valley Street to the 60 foot Brandt Street is hereby vacated.

Section 2. 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 mouths at Valley Street and Brandt 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.

C. Vectren shall retain an easement over, under, and through the vacated area for its existing eight inch steel gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
D. DP&L shall retain an easement over, under, and through the vacated area for its existing electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.

Passed by the Commission ................................................., 2020

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

__________________________
Mayor of the City of Dayton, Ohio

Attest:

__________________________
Clerk of the Commission

Approved as to form:

__________________________
City Attorney
February 28, 2020

TO: Shelley Dickstein  
City Manager

FROM: Keith Steeber, City Engineer  
Division of Civil Engineering

SUBJECT: The Vacation of the Second Alley South of Stanley Avenue from Valley Street to Brandt Street

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action.

Petition No. 21442 requesting the vacation was received from Synergy Building Systems on October 17, 2019. Resolution No. 6457-19 declaring the Commission’s intention to vacate was adopted on November 27, 2019. The Board of Revision of Assessments recommended the vacation on January 28, 2020. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact Joe Weinel at extension 4218.

JRW

Attachments

cc: Ms. Clements  
Mr. Parlette  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessments
SECOND ALLEY SOUTH OF STANLEY AVENUE
FROM VALLEY STREET TO BRANDT STREET
PUBLIC RIGHT-OF-WAY VACATION
March 5, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Tony Kroeger, Planning Division Manager
Department of Planning and Community Development

SUBJECT: Designated Outdoor Refreshment Area (DORA) on March 11, 2020
City Commission Calendar

I am requesting that an Ordinance and public hearing be placed on the March 11, 2020 City Commission calendar to establish a Designated Outdoor Refreshment Area (DORA) in the vicinity of the Fifth Street between South Main Street and Bainbridge Street. A second reading and vote on the Ordinance will be required at the March 18, 2020 City Commission meeting. If approved on March 18, 2020, the effective date of the Ordinance will be April 18, 2020.

On December 7, 2019, the Oregon District Business Association submitted a Petition to establish this area, as outlined in Ohio Revised Code section 4301.82 and City of Dayton Resolution 6121-15.

The proposal from the Oregon District Business Association has been reviewed and appropriately modified by a multi-departmental committee, including Police, Fire, Planning and Community Development, Economic Development, Public Works, and Law.

Enclosed for distribution to the City Commission is the Ordinance, a map of the proposed district, the initial petition, and Ohio Revised Code section 4301.82. If you have any questions, please contact me at 3673. Thank you.
Petition to Dayton, Ohio
Department of Planning and Community Development and City Manager
for the Establishment of the
Oregon District Designated Outdoor Refreshment Area

O.R.C. 4301.82

Presented by: Oregon District Business Association
PO Box 2041
Dayton, OH 45401

Board of Trustees:
Kyle Babirad, President
Emily Mendenhall, Vice President
Natalie Skilliter, Treasurer
Andy Rowe, Secretary
Shane Juhl
Kait Gilcher

Prepared by:
Kyle Babirad, President
kyle@canaryactuary.com
216-245-5594
and
Carolyn DesJardin, Executive Director
carolyn@theoregondistrict.org

July 16, 2019
UPDATED October 11, 2019
Table of Contents

A. Introduction
B. Boundaries
C. Signage
D. DORA Cups
E. Nature and Type of Establishments located within the DORA
F. Hours of Operation
G. Guidelines and Rules
H. Budget
I. Stakeholder Consultation
J. Sanitation/Public Works
K. Public Health and Safety
L. Qualified Permit Holders (Petitioners)
A Introduction

The Oregon District Business Association (ODBA) respectfully submits the following petition to the City of Dayton Department of Planning and Community Development and City Manager to submit an application to the City of Dayton Commissioners to approve and enact the Oregon District Designated Outdoor Refreshment Area (DORA), in accordance with O.R.C. 4301.82.

B. Proposed DORA and Master Zoning Plan

There are three different zoning designations within the proposed Outdoor Refreshment Area: Central Business District (CBD), Urban Business District (UBD), and Mature Neighborhood Commercial (MNC). All three zoning districts allow liquor establishments, as well as many of other non-residential land uses. All three are designed to facilitate a walkable urban environment and the shared use of public space. Therefore, the proposed Outdoor Refreshment Area is compatible with the existing zoning. Additionally, Fifth Street in the Oregon District is a historic district, which is a zoning overlay district. All major modifications to contributing properties must be approved by the city’s Landmarks Commission.

In accordance with ORC 4301.82(B)(4):
There are three different zoning designations within the proposed Outdoor Refreshment Area: Central Business District (CBD), Urban Business District (UBD), and Mature Neighborhood Commercial (MNC). All three zoning districts allow liquor establishments, as well as many of other non-residential land uses. All three are designed to facilitate a walkable urban environment and the shared use of public space. Therefore, the proposed Outdoor Refreshment Area is compatible with the existing zoning. Additionally, Fifth Street in the Oregon District is a historic district, which is a zoning overlay district. All major modifications to contributing properties must be approved by the city’s Landmarks Commission.

C. Boundaries

The proposed DORA district consists of (see map below):
- East 5th Street from Main Street to Bainbridge Street
- Dayton Convention Center
- Crowne Plaza Dayton
- Brown Street from East 5th Street, South towards 6th Street, approximately 230 ft.
- Pine Street from East 5th Street, North towards Gates Street, approximately 200 ft.

The proposed DORA district does not consist of:
- Levitt Pavilion

![Map of Entertainment District]
D. Signage

Per ORC 4301.82(F)(1)(b) The City of Dayton Civil Engineers shall make a determination on the number and placement of signs and street markings necessary to adequately designate DORA.

It is anticipated that approximately 34 signs will be needed at 17 high-traffic locations to mark the DORA boundaries. The signs will be double-sided to identify entry and exit of the Oregon District. The signs will be mounted on City of Dayton utility poles. Historically, the City of Dayton has charged $10 per pole mounting permit.

Signs will include language similar to:
Welcome to the Oregon District Outdoor Refreshment Area
No Alcoholic Beverages Beyond This Point : Thank You For Visiting The Oregon District

Purple Dot: Proposed Signage Locations (Double Sided)

E. DORA Cups

Official Cups will be procured and distributed to participating establishments by the Oregon District Business Association (ODBA). No other cup may be substituted for the Official Cup. Each qualified permit holder must order and purchase cups through the ODBA in lots of 500. The price per cup will be $0.90.

Beer, wine, and intoxicating liquor shall only be served and consumed in the DORA in the specifically designated plastic bottles or other plastic containers produced and provided by the ODBA. No other container will be permitted. Used cups must be disposed of before entering any establishment of a qualified permit holder.

F. Nature and Type of Establishments located within the DORA

The Oregon District's vibrancy has increased tremendously in the last six years. The district is a historic, mixed-use neighborhood, with professional businesses, fine dining, and retailers, and is situated directly north of the urban residential neighborhood of the same name. The Oregon District is commonly referred to as Dayton's entertainment district and continues to be the most sought after place to live and play in the City of Dayton.
In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are listed below. The types of establishments located within or adjacent to the DORA district are primarily businesses in the retail, dining, entertainment, or service sectors. Residential housing within the DORA is limited, and consists of primarily urban apartments within Dayton’s Special Improvement District (SID).

A list of Street Level businesses is attached as Appendix A.

G. Hours of Operation

The hours of operation for the Oregon District DORA will be:

- Monday through Sunday, 12:00 p.m. (noon) to 12:00 a.m. (midnight).

DORA will not be in operation on the following days of the year:

- Last Saturday of October
- March 17th

G. Guidelines and Rules

1. A person may have in their possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder whose premises is located within the DORA.
2. No person shall enter the premises of another permitted establishment within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere.
3. All beer, wine, or intoxicating liquor must be contained in the Official Cup of the DORA.
4. All DORA beverages must be served in a new, unused Official Cup.
5. Only One (1) Official Cup will be permitted at a time per DORA patron.
6. Official Cups will be procured and distributed to participating establishments by the Oregon District Business Association. No other cup may be substituted for the Official Cup.
7. DORA patrons may not leave the DORA boundaries with open container.
8. DORA patrons may only have an open container during the DORA hours of operation.
9. Owners of unpermitted businesses may determine if and when they allow open DORA containers in their establishment.
### H. Budget

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| Total Upfront | $10,040.00 |
I. Stakeholder Consultation

Per the City of Dayton’s request, the Oregon District Business Association has consulted with area stakeholders regarding our interest in implementing DORA in the Oregon District. The following is a summary of each of those meetings and the requests we’ve considered as part of this petition.

**Downtown Dayton Partnership (DDP):** Sandy Gudorf, Executive Director, has been present for many of the ODBA Board of Trustee discussions regarding the process of implementing DORA. At this time, the DDP has not conveyed any additional concerns or requests outside of the ODBA’s scope of considerations.

**Department of Planning and Community Development (PCD):** Tony Kroeger, Planning Division Manager, has been in regular contact with the ODBA regarding our interest in implementing DORA in the Oregon District. At this time, PCD has not conveyed any additional concerns or requests outside of the ODBA’s scope of considerations.

**Oregon Historic District Society (OHDS):** On March 25th, 2019, Carolyn DesJardin met with members of OHDS Board of Trustees at the invitation of then-President, Bethany Ramsey. During this meeting, the ODBA presented information on ORC 4301.82, provided examples of how DORA has been implemented in other towns, and shared the ODBA plan for DORA implementation in the Oregon District.

The OHDS requested that the ODBA consider enforcement practices. The ODBA has been in regular communication with the Dayton Police Department regarding enforcement of crime in the Oregon District especially as they relate to the physical safety of the guests, employees, residents, and property.

The OHDS also brought up concerns about sanitation. The ODBA intends to address this concern by bringing in 10 additional recycling bins for the area to sufficiently cover high traffic areas and the most common “entry” and “exit” thresholds in the district.

**Dayton Police Department (DPD):** On February 19th, 2019, Carolyn DesJardin met with Officer Jeff Brown and Lt. James Mullins. During this meeting, the ODBA presented information on ORC 4301.82, provided examples of how DORA has been implemented in other towns, and shared the ODBA plan for DORA implementation in the Oregon District.

The ODBA requested that DPD advise on the potential effect DORA implementation might have on the police department’s workload and the possibility of an increase in alcohol related crimes. Reports from police departments that cover other active DORAs say that these potential issues have never come to fruition. DPD also suggested that these concerns were unlikely to happen.

The DPD requested that the ODBA consider closing a portion of 5th Street to vehicular traffic during DORA hours for pedestrian safety. Both parties acknowledged that no other DORAs in Ohio have accompanying street closures unless there is a specific special event.

The number of Policy on duty during the proposed hours of DORA is not expected to change when DORA becomes effective.

**Dayton Fire Department (DFD):** On March 21st, 2019, Carolyn DesJardin met with Captain Thomas Rice and Chief Michael Stewart. During this meeting, the ODBA presented information on
ORC 4301.82, provided examples of how DORA has been implemented in other towns, and shared the ODBA plan for DORA implementation in the Oregon District.

Similarly to police department, DFD asked if the ODBA had considered closing a portion of 5th Street during DORA hours. DFD also requested that businesses continue to follow fire safety guidelines during DORA hours.

**Dayton Public Works (DPW):** On March 18th, 2019, Carolyn DesJardin met with David Escobar, Keith Steeber, Tom Ritchie, Brian Dahm, and Frederick Stovall. During this meeting, the ODBA presented information on ORC 4301.82, provided examples of how DORA has been implemented in other towns, and shared the ODBA plan for DORA implementation in the Oregon District.

The ODBA requested that DPW advise on a coordinated effort to provide an adequate number of recycling receptacles in the Oregon District. Temporary and permanent receptacle options were discussed. Options for having the receptacles serviced (emptied) were also discussed. Emptying the receptacles may become a coordinated effort between ODBA, DPW, and the DDP Ambassadors.

**J. Sanitation/Public Works**

There are currently 26 trash receptacles within the proposed DORA. The trash receptacles are serviced by the Downtown Dayton Partnership Ambassadors on a regular schedule.

The ODBA wishes to acquire 15 permanent recycling receptacles via the Montgomery County Solid Waste District's Recycling Incentive Grant. Recycling receptacles will be placed in strategic locations throughout the district to encourage DORA cup disposal prior to leaving designated area.

Additional trash receptacles and collections may be coordinated with Dayton Public Works and done on an as needed basis (special events).

Each participating permit holder located within the DORA agrees to provide and maintain adequate trash receptacles at the entryways of their businesses and/or patio areas. Each participating permit holder located within the DORA agrees to be responsible for the collection of litter within 15 feet of their establishment's premises.

The Department of Public Works and the Oregon District Business Association shall regularly evaluate the need and frequency of street sweeping and servicing trash receptacles, and, if needed or advisable, implement changes or modifications to the sanitation plan from the commencement of the DORA until the dissolution of the DORA.

A crew of two currently empties the waste receptacles on Fifth Street 6 days a week. We expect this number to stay the same upon the adoption of the DORA.
K. Public Health and Safety

The Dayton Police Department will be responsible for providing law enforcement services within the DORA. The Dayton Police Department has stated the current number of Public Safety personnel assigned to the DORA is adequate to maintain public safety within the district. DPD has multiple strategies which will enable it to maintain public safety within the proposed DORA.

The Dayton Police Department and the Oregon District Business Association shall regularly evaluate the Safety Plan for the purpose of determining whether updates, modifications, or supplementation may be advisable or required, and in said event, such changes shall be presented to the Outdoor Refreshment Area Petition Review Committee for consideration and implementation.

The Dayton Police Department and the Oregon District Business Association shall meet and review the Safety Plan as needed for any special events within the DORA.

The Dayton Fire Department will be responsible for providing Fire, Rescue, and EMS within the DORA. For planned events in the DORA that may draw larger than normal attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.
L. Qualified Permit Holders (Petitioners)

In accordance with ORC 4301.82(B)(3), the DORA will encompass no fewer than four qualified permit holders. The Oregon District Business Association has identified 4 qualified permit holders that will be signing as petitioners on behalf of this initiative.

Alcohol Establishment and Address:
Sobro Enterprises Inc d/b/a The Trolley Stop 530 E 11th St
Owner Name Printed:
Kellen Sassenberg
Owner Signature and Date:
_16/19

Alcohol Establishment and Address:
Toxic Brew Company 431 E 5th St.
Owner Name Printed:
SHANE JUHL
Owner Signature and Date:

Alcohol Establishment and Address:
Ned Peppers LLC
Owner Name Printed:
MADIS SMITH
Owner Signature and Date:

Alcohol Establishment and Address:
MAUDS INC d/b/a Hole in the Wall
Owner Name Printed:
AUST SOX
Owner Signature and Date:
_16/19
Alcohol Establishment and Address:
BLIND BOBS; BLIND BOBS DBA LILY'S BISTRO

Owner Name Printed:
EMILY MENDENHALL

Owner Signature and Date:

__________________________

Alcohol Establishment and Address:
BLIND BOBS 450 E 5TH ST DAYTON OH 45402
LILY'S BISTRO 329 E 5TH ST DAYTON OH 45402
Owner Name Printed:
EMILY MENDENHALL

Owner Signature and Date:

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R.C. 4301.82(C) requires the City to provide two weeks public notice (in a newspaper) prior to holding a public hearing concerning the DORA. A public hearing was previously scheduled for March 4, 2020. However, due to unforeseen circumstances that date was required to be changed to March 11, 2020. As a result, the City provided new notices in the DDN for two consecutive weeks indicating the March 11, 2020, public hearing date. Thus, the notice requirement has been satisfied.

- Marty

This email and its attachments contain information that is privileged, confidential, and exempt from disclosure. If you are not an intended recipient, use and disclosure of this message are prohibited. If you received this transmission in error, please notify the sender by reply email and delete the message and its attachments.
Before the undersigned authority personally appeared Justin Peterson, who on oath says that he/she is a Legal Advertising Representative of the Dayton Daily News, a daily newspaper of general circulation in Montgomery, Clark, Warren, Butler, Clinton, Greene, Preble, Miami, Darke, Mercer, Shelby, Fayette, Auglaize, and Champaign Counties, and State of Ohio, and he/she further says that the Legal Advertisement, a copy of which is hereunto attached, has been published in the said Dayton Daily News, 15 Lines, 2 Time(s), last day of publication being 01/28/2020, and he/she further says that the bona fide daily paid circulation of the said Dayton Daily News was over 25,000 at the time the said advertisement was published, and that the price charged for same does not exceed the rates charged on annual contract for the like amount of space to other advertisers in the general display advertising columns.

DAYTON PLANNING & DEVELOPMENT, CITY OF
101 W 3RD ST
DAYTON, OH 45402

Invoice/Order Number: 0000600251
Ad Cost: $172.80
Paid: $0.00
Balance Due: $172.80

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 29th day of January, 2020, in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

Please see Ad on following page(s).
The City of Dayton is in receipt of an application to establish a Designated Outdoor Refreshment Area pursuant to 4301.82 of the Ohio Revised Code, for the area of E. Fifth St. between S. Main St. and Bainbridge St. The application is on file in the office of the Clerk at 101 W. Third St., Dayton, OH 45402, and is available for inspection by the public during regular business hours. The anticipated date for a public hearing is at the meeting of the Dayton City Commission on March 4, 2020 at 6:00 p.m.
The City of Dayton is in receipt of an application to establish a Designated Outdoor Refreshment Area pursuant to 4301.82 of the Ohio Revised Code, for the general area of E. Fifth St. between S. Main St. and Bainbridge St. The application is on file in the office of the Clerk at 101 W. Third St., Dayton, OH 45402, and is available for inspection by the public during regular business hours. The anticipated date for a public hearing is at the meeting of the Dayton City Commission on March 11, 2020 at 8:30 a.m., with proposed legislation for approval on March 18, 2020 at 6:00 p.m.
4301.82 Designated outdoor refreshment areas.

(A) As used in this section:

(1) "Qualified permit holder" means the holder of an A-1, A-1-A, A-1c, A-2, A-2f, or D class permit issued under Chapter 4303. of the Revised Code.

(2) "D class permit" does not include a D-6 or D-8 permit.

(B) The executive officer of a municipal corporation or the fiscal officer of a township may file an application with the legislative authority of the municipal corporation or township to have property within the municipal corporation or township designated as an outdoor refreshment area or to expand an existing outdoor refreshment area to include additional property within the municipal corporation or township. The executive officer or fiscal officer shall ensure that the application contains all of the following:

(1) A map or survey of the proposed outdoor refreshment area in sufficient detail to identify the boundaries of the area, which shall not exceed either of the following, as applicable:

(a) Three hundred twenty contiguous acres or one-half square mile if the municipal corporation or township has a population of more than thirty-five thousand as specified in division (D) of this section;

(b) One hundred fifty contiguous acres if the municipal corporation or township has a population of thirty-five thousand or less as specified in division (D) of this section.

(2) A general statement of the nature and types of establishments that will be located within the proposed outdoor refreshment area;

(3) A statement that the proposed outdoor refreshment area will encompass not fewer than four qualified permit holders;

(4) Evidence that the uses of land within the proposed outdoor refreshment area are in accord with the master zoning plan or map of the municipal corporation or township;

(5) Proposed requirements for the purpose of ensuring public health and safety within the proposed outdoor refreshment area.

(C) Within forty-five days after the date the application is filed with the legislative authority of a municipal corporation or township, the legislative authority shall publish public notice of the application once a week for two consecutive weeks in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. The legislative authority shall ensure that the notice states that the application is on file in the office of the clerk of the municipal corporation or township and is available for inspection by the public during regular business hours. The legislative authority also shall indicate in the notice the date and time of any public hearing to be held regarding the application by the legislative authority.

Not earlier than thirty but not later than sixty days after the initial publication of notice, the legislative authority shall approve or disapprove the application by either ordinance or resolution, as applicable. Approval of an application requires an affirmative vote of a majority of the legislative authority. Upon approval of the application by the legislative authority, the territory described in the application constitutes an outdoor refreshment area. The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the approval of the application and a description of the area specified in the application. If the legislative authority disapproves the application, the executive officer of a municipal corporation or fiscal officer of a township may make changes in the application to secure its approval by the legislative authority.

(D) The creation of outdoor refreshment areas is limited as follows:

(1) A municipal corporation or township with a population of more than fifty thousand shall not create more than two outdoor refreshment areas.

(2) A municipal corporation or township with a population of more than thirty-five thousand but less than or equal to fifty thousand shall not create more than one outdoor refreshment area.

(3)

(a) Except as provided in division (D)(3)(b) of this section, a municipal corporation or township with a population of thirty-five thousand or less shall not create an outdoor refreshment area.

(b) A municipal corporation or township with a population of thirty-five thousand or less may create one outdoor refreshment area if the proposed area will include at least four qualified permit holders and be composed of one hundred fifty or fewer contiguous acres.

For purposes of this section, the population of a municipal corporation or township is deemed to be the population shown by the most recent regular federal decennial census.

(E) As soon as possible after receiving notice that an outdoor refreshment area has been approved, the division of liquor control, for purposes of section 4301.62 of the Revised Code, shall issue an outdoor refreshment area designation to each qualified permit holder located within the refreshment area that is in compliance with all applicable requirements under Chapters 4301. and 4303. of the Revised Code. The division shall not charge any fee for the issuance of the designation. Any permit holder that receives such a designation shall comply with all laws, rules, and regulations that govern its license type, and the applicable public health and safety requirements established for the area under division (F) of this section.

(F)
(1) At the time of the creation of an outdoor refreshment area, the legislative authority of a municipal corporation or township in which such an area is located shall adopt an ordinance or resolution, as applicable, that establishes requirements the legislative authority determines necessary to ensure public health and safety within the area. The legislative authority shall include in the ordinance or resolution all of the following:

(a) The specific boundaries of the area, including street addresses;
(b) The number, spacing, and type of signage designating the area;
(c) The hours of operation for the area;
(d) The number of personnel needed to ensure public safety in the area;
(e) A sanitation plan that will help maintain the appearance and public health of the area;
(f) The number of personnel needed to execute the sanitation plan;
(g) A requirement that beer and intoxicating liquor be served solely in plastic bottles or other plastic containers in the area.

The legislative authority may, but is not required to, include in the ordinance or resolution any public health and safety requirements proposed in an application under division (B) of this section to designate or expand the outdoor refreshment area. The legislative authority may subsequently modify the public health and safety requirements as determined necessary by the legislative authority.

(2) Prior to adopting an ordinance or resolution under this division, the legislative authority shall give notice of its proposed action by publication once a week for two consecutive weeks in one newspaper of general circulation in the municipal corporation or township as provided in section 7.16 of the Revised Code.

(3) The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the public health and safety requirements established or modified under this division.

(G) If an outdoor refreshment area has been created in accordance with this section, the holder of an F class permit that sponsors an event located in the outdoor refreshment area may apply to the division for issuance of an outdoor refreshment area designation. The division shall issue such a designation if the division determines that the permit holder is in compliance with all applicable requirements established under this chapter and Chapter 4303. of the Revised Code. An F class permit holder that receives a designation under this division shall do both of the following:

(1) Comply with all laws, rules, and regulations that govern its type of permit, and the applicable public health and safety requirements established for the outdoor refreshment area under division (F) of this section;

(2) Not block ingress or egress to the outdoor refreshment area or any other liquor permit premises located within the area.

(H) Section 4399.18 of the Revised Code applies to a liquor permit holder located within an outdoor refreshment area in the same manner as if the liquor permit holder were not located in an outdoor refreshment area.

(I) Five years after the date of creation of an outdoor refreshment area, the legislative authority of the municipal corporation or township that created the area under this section shall review the operation of the area and shall, by ordinance or resolution, either approve the continued operation of the area or dissolve the area. Prior to adopting the ordinance or resolution, the legislative authority shall give notice of its proposed action by publication once a week for two consecutive weeks in one newspaper of general circulation in the municipal corporation or township as provided in section 7.16 of the Revised Code.

If the legislative authority dissolves the outdoor refreshment area, the outdoor refreshment area ceases to exist. The legislative authority then shall provide notice of its action to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders within the dissolved area. If the legislative authority approves the continued operation of the outdoor refreshment area, the area continues in operation.

(2) Five years after the approval of the continued operation of an outdoor refreshment area under division (I)(1) of this section, the legislative authority shall conduct a review in the same manner as provided in division (I)(1) of this section. The legislative authority also shall conduct such a review five years after any subsequent approval of continued operation under division (I)(2) of this section.

(J) At any time, the legislative authority of a municipal corporation or township in which an outdoor refreshment area is located may, by ordinance or resolution, dissolve all or a part of the outdoor refreshment area. Prior to adopting the resolution or ordinance, the legislative authority shall give notice of its proposed action by publication once a week for two consecutive weeks in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. If the legislative authority dissolves all or part of an outdoor refreshment area, the area designated in the ordinance or resolution no longer constitutes an outdoor refreshment area. The legislative authority shall provide notice of its actions to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders or the holder of an F class permit within the dissolved area or portion of the area.

Amended by 132nd General Assembly File No. TBD, HB 522, §1, eff. 3/22/2019.
Amended by 131st General Assembly File No. TBD, HB 342, §1, eff. 9/28/2016.
Lawton - ORC - 4301.82 Designated outdoor refreshment areas.

Added by 131st General Assembly File No. TBD, HB 47, §1, eff. 4/30/2015.