CITY COMMISSION MEETING AGENDA

CITY COMMISSION               DAYTON, OHIO               MARCH 23, 2022

                                  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 Hearings: N/A      
12. Discussion Item: N/A      
13. Comments by Citizens - Please register to speak with the Clerk of Commission  
    (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager  
15. Comments by City Commission
16. Work Session: N/A         
17. Miscellaneous (See Section VI)

II.  CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

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

1.  Purchase Orders:

   AVIATION
   A1.  Crown Personnel Service, Inc.  (temporary staffing services as needed through 12/31/23)  $50,000.00
1. (Cont’d):

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIRE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1. Jeff Bonham Electric, Inc. dba Bonham Electric, Inc.</td>
<td>(two diesel emergency standby generators with installation services)</td>
<td>$210,846.00</td>
</tr>
<tr>
<td>B2. Midwest Maintenance, Inc.</td>
<td>(building exterior sealant replacement and water repellent services as needed through 9/30/23)</td>
<td>44,800.00</td>
</tr>
<tr>
<td><strong>HUMAN RELATIONS COUNCIL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C1. Nalls Law Group LLC</td>
<td>(professional legal services as needed through 12/31/24)</td>
<td>80,000.00</td>
</tr>
<tr>
<td><strong>INFORMATION TECHNOLOGY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D1. Comptech Computer Technologies, Inc.</td>
<td>(temporary staffing services as needed through 12/31/23)</td>
<td>50,000.00</td>
</tr>
<tr>
<td>D2. Proficient Information Technologies, Inc.</td>
<td>(professional technical support services as needed through 12/31/25)</td>
<td>113,180.97</td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E1. State of Ohio</td>
<td>(background checks and related services as needed through 12/31/24)</td>
<td>59,400.00</td>
</tr>
<tr>
<td><strong>RECREATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F1. Blue Diamond Marketing Corp., dba Mid Ohio Golf Car, Inc.</td>
<td>(maintenance and rental of golf carts as needed through 12/31/24)</td>
<td>45,000.00</td>
</tr>
<tr>
<td>F2. Green Velvet Sod Farms LTD</td>
<td>(fungicides, herbicides insecticides and related items as needed through 12/31/22)</td>
<td>22,129.00</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G1. Crane Training &amp; Certification of the Midwest, Inc.</td>
<td>(to cover crane training and certification as needed through 12/31/24)</td>
<td>786,024.00</td>
</tr>
<tr>
<td>G2. The Belting Company of Cincinnati dba CBT Company</td>
<td>(Allen-Bradley brand replacement parts, supplies and related items as needed through 12/31/25)</td>
<td>200,000.00</td>
</tr>
<tr>
<td>G3. Biss Nuss, Inc.</td>
<td>(cleaning, adjusting, repairing and certifying of actuators as needed through 12/31/25)</td>
<td>90,500.00</td>
</tr>
<tr>
<td>G4. Mechanical Construction Managers LLC, Rieck Services</td>
<td>(preventative maintenance on chlorine gas scrubbers as needed through 12/31/22)</td>
<td>39,150.00</td>
</tr>
</tbody>
</table>
G5. VWR Scientific Products Corporation (laboratory equipment and supplies as needed through 12/31/22) $15,878.23
G6. Allied Builders, Inc. (fencing products, related items and services as needed through 12/31/22) $10,000.00
G7. American Foundry & Mfg Company (fire hydrants, replacement parts and accessories as needed through 12/31/22) $20,000.00
G8. Ferguson Waterworks (fire hydrants, replacement parts and accessories as needed through 12/31/22) $20,000.00
G9. Sunesis Construction Company (emergency water main repair Services) $212,635.00
-Depts. of Aviation, Fire, Human Relations Council, Information Technology, Police, Recreation, and Water. Total: $2,067,543.20

2. Elite Line Services – Contract Modification – to provide operations and maintenance services for the baggage handling systems and nine (9) City operated passenger boarding bridges – Department of Aviation /AP Facilities & Ops Terminal $537,605.75
(Thru 3/31/23)

3. Oregon Group Architects, Inc. – Service Agreement – for One Stop elevator modernization design and construction administrative services – Department of Public Works/Property Management $116,600.00
(Thru 12/31/25)

4. Transmap Corporation – Service Agreement – for engineering services for pavement inventory summary and software for City of Dayton streets – Department of Public Works/Civil Engineering $157,407.58
(Thru 12/31/25)

B. Construction Contracts:

5. John R. Jurgensen Co – Award of Contract – for 2022 CDBG Residential Asphalt Resurfacing (10% HUD Section 3 Participation Goal/10.02% HUD Section 3 Participation Achieved) (Federal CDBG Funds) - Department of Public Works/Civil Engineering $1,149,695.00
(Thru 10/28/24)

6. John R. Jurgensen Co. – Award of Contract – for 2022 Residential Asphalt Resurfacing II (10% SBE, 5% MBE and 5% WBE Participation Goal/10.01% SBE, 5% MBE and 5% WBE Participation Achieved) – Department of Public Works/Civil Engineering. $4,136,676.63
(Thru 10/28/24)
IV. LEGISLATION:

Emergency Resolution – First Reading:

7. No. 6639-22  Authorizing the Submission of the 2022 Community Grant Application through the Ohio Facilities Construction Commission for a Cultural Facilities Project; Authorizing the Acceptance of a Community Grant Award through the Ohio Facilities Construction Commission on Behalf of the City of Dayton and the National Aviation Heritage Alliance, and Declaring an Emergency.

Resolution – Second Reading


Informal Resolution


VI. MISCELLANEOUS:

ORDINANCE NO. 31972-22

RESOLUTION NO. 6639-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 995-22
City Manager’s Report

From: 2730 – PMB/Procurement

Supplier, Vendor, Company, Individual

Name: See Below
Address: See Below

Date: March 23, 2022
Expense Type: Purchase Order
Total Amount: $2,067,543.20

2022 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>
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</tbody>
</table>

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

Description

AVIATION

(A1) P0220186 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB No. 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $20,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Department of Aviation requests additional authority of $30,000.00 through 12/31/2023.
- The Department of Aviation 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>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3220-1172-43</td>
<td>$20,000.00</td>
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<tr>
<td>2023</td>
<td>DIA Airport Operations</td>
<td>51000-3220-1172-43</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE

(B1) P0220775 – JEFF BONHAM ELECTRIC, INC. dba BONHAM ELECTRIC, INC., DAYTON, OH
- Two (2) diesel emergency standby generators with installation services.
- These goods and services are required to maintain electricity at the City’s Department of Fire Stations 2 and 13.
- Rates are in accordance with the City of Dayton’s established price agreement per IFB 21029D.
- Jeff Bonham Electric, Inc. dba Bonham Electric, Inc. qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>Fire Facilities Improvements</td>
<td>41629-6330-1412-71</td>
<td>$210,846.00</td>
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</tbody>
</table>

(B2) P220768 – MIDWEST MAINTENANCE, INC., PIQUA, OH
- Building exterior sealant replacement and water repellent services.
- These goods and services are required to ensure the exterior of the Fire Training buildings are protected from potential weather related damage.
- Rates are in accordance with the City of Dayton’s established price agreement per IFB D20020 with pricing through 09/30/2023.
- The Department of Fire requests additional authority of $22,000.00 through 9/30/2023.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Fire Burn Building &amp; Training Tower</td>
<td>40004-6340-1425-71</td>
<td>$20,800.00</td>
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<tr>
<td>2023</td>
<td>Fire Burn Building &amp; Training Tower</td>
<td>40004-6340-1425-71</td>
<td>$22,000.00</td>
</tr>
</tbody>
</table>
HUMAN RELATIONS COUNCIL

(C1) P0220561 – NALLS LAW GROUP LLC, DAYTON, OH
- Professional legal services as needed through 12/31/2022.
- These services are required to provide legal consultation and representation for fair housing and civil rights hearings.
- Nalls Law Group LLC is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- Nalls Law Group LLC qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $20,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Human Relation Council requests additional authority of $60,000.00 through 12/31/2024.
- The Human Relation Council 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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<tbody>
<tr>
<td>2022</td>
<td>Fair Housing</td>
<td>23919-1400-1152-57</td>
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<tr>
<td>2022</td>
<td>General Fund</td>
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<td>$5,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Fair Housing</td>
<td>23919-1400-1152-57</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-1400-1152-57</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Fair Housing</td>
<td>23919-1400-1152-57</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-1400-1152-57</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

INFORMATION TECHNOLOGY

(D1) P0220142 – COMPTECH COMPUTER TECHNOLOGIES INC., DAYTON OH
- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB No. 18066JL with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $10,000.00 by $20,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Department of Information Technology requests additional authority of $30,000.00 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>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
<td>$20,000.00</td>
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<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>
(D2) **P0220793 – PROFICIENT INFORMATION TECHNOLOGIES, INC., OAKWOOD, OH**
- Professional technical support services as needed through 12/31/2022.
- These services are required to provide support and maintenance for the Finance Income Tax System.
- Proficient Information Technologies, Inc. ("Pi-Tech") is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity, for which Pi-Tech was the original systems developer; therefore, this purchase was negotiated.
- The Department of Information and Technology requests additional authority of $90,000.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
<td>$23,180.97</td>
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<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
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</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-5560-1159-65</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

**POLICE**

(E1) **P0220781 – STATE OF OHIO, LONDON, OH**
- Background checks and related services as needed through 12/31/2022.
- These services are required to perform various investigative services as required.
- Rates are in accordance with State of Ohio pricing. This intergovernmental agreement does not require competitive bidding, therefore this purchase was negotiated.
- The Department of Police requests additional authority of $40,000.00 through 12/31/2024.
- 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>
</tr>
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</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-6221-1159-71</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>
RECREATION – SPORTS

(F1) P0220761 – BLUE DIAMOND MARKETING CORP., dba MID OHIO GOLF CAR, INC., HEATH, OH

- Maintenance and rental of golf carts as needed through 12/31/2022.
- These goods and services are required to maintain City-owned golf carts and rental of additional units to ensure adequate supplies at Community Golf Course.
- Blue Diamond Marketing Corp. dba Mid Ohio Golf Car, Inc. is recommended as the sole Ohio distributor for Yamaha brand golf carts presently owned by the City, therefore this purchase was negotiated.
- The Department of Recreation and Youth Services requests additional authority of $33,000.00 through 12/31/2024.
- The Department of Recreation 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>2022</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1166-56</td>
<td>$12,000.00</td>
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<tr>
<td>2023</td>
<td>Community Golf &amp; Recreation Fund</td>
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<td>$15,000.00</td>
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<tr>
<td>2024</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1166-56</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

(F2) P0220785 – GREEN VELVET SOD FARMS LTD, BELLBROOK, OH

- Fungicides, herbicides, insecticides and related items as needed through 12/31/2022.
- These goods are required to maintain the grounds at the City’s golf course.
- Twelve (12) possible bidders were solicited and four (4) bids were received. This order establishes a price agreement per IFB 22009D with firm pricing through 12/31/2022.
- The Department of Recreation recommends acceptance of lowest and best bid. Multiple suppliers are recommended for award to ensure supplies availability.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1301-56</td>
<td>$22,129.00</td>
</tr>
</tbody>
</table>
WATER – WATER ADMINISTRATION

(G1) P0220782 – CRANE TRAINING & CERTIFICATION OF THE MIDWEST, INC., CINCINNATI, OH
- To cover crane training and certification as needed through 12/31/2022.
- These services are required to cover the Occupation Safety and Health Administration (OSHA) requirements.
- Crane Training & Certification of the Midwest, Inc. is the recommended sole provider in this region; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $786,024.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3445-1156-54</td>
<td>$84,185.00</td>
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<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3445-1156-54</td>
<td>$49,500.00</td>
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<tr>
<td>2022</td>
<td>Storm Water Operating</td>
<td>58000-3445-1156-54</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
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<td>$29,595.00</td>
</tr>
<tr>
<td>2022</td>
<td>Water Operating</td>
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<td>$82,228.00</td>
</tr>
<tr>
<td>2023</td>
<td>Water Operating</td>
<td>53000-3445-1156-54</td>
<td>$84,185.00</td>
</tr>
<tr>
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<td>Sanitary Sewer Operating</td>
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<td>2024</td>
<td>Water Operating</td>
<td>53000-3430-1156-54</td>
<td>$82,228.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(G2) P0220790 – THE BELTING COMPANY OF CINCINNATI dba CBT COMPANY, CINCINNATI, OH
- Allen Bradley brand replacement parts, supplies and related items as needed through 12/31/2022.
- These goods are required to repair programmable logic controllers used for process control and monitoring.
- The Belting Company of Cincinnati dba CBT Company is the sole regional distributor of Allen Bradley brand equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $150,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<tr>
<td>2022</td>
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<td>2024</td>
<td>Waste Water Treatment</td>
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<tr>
<td>2025</td>
<td>Waste Water Treatment</td>
<td>55000-3460-1301-54</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER SUPPLY & TREATMENT

(G3) P0220787 – BISS NUSS, INC., LOVELAND, OH
- Cleaning, adjusting, repairing and certifying of actuators as needed through 12/31/2022.
- These goods and services are needed to maintain multiple actuators.
- Biss Nuss, Inc. is recommended as the sole regional sales/service representative; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $69,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2022</td>
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<td>53000-3430-1159-54</td>
<td>$21,500.00</td>
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<tr>
<td>2025</td>
<td>Water Operating</td>
<td>53000-3430-1159-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

(G4) P0220788 – MECHANICAL CONSTRUCTION MANGERS LLC, RIECK SERVICES, HARRISON TOWNSHIP, OH
- Preventative maintenance on chlorine gas scrubbers as needed through 12/31/2022.
- These services are required to maintain equipment at the Water Supply and Treatment Plant.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N16051 with pricing extended through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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(G5) P0220789 – VWR SCIENTIFIC PRODUCTS CORPORATION, BATAVIA, IL
- Laboratory equipment and supplies as needed through 12/31/2022.
- This equipment is required to perform bacterial tests on treated and untreated water to ensure compliance with Ohio Environmental Protection Agency (EPA) regulations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18023N with pricing options extended through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<td>2022</td>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS

(G6) P0220195 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products, related items and services as needed through 12/31/2022.
- These goods and services are required to secure various City properties.
- Rates are in accordance with the City of Dayton’s established price agreement per IFB 22008D with pricing through 12/31/2022.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<td>58000-3445-1172-54</td>
<td>$7,000.00</td>
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(G7) P0220792 – AMERICAN FOUNDRY & MFG COMPANY, ST. LOUIS, MO

- Fire hydrants, replacement parts and accessories as needed through 12/31/2022.
- These goods and services are required to maintain and replace the City’s fire hydrants.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18009N with pricing options extended through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>2022</td>
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<td>$20,000.00</td>
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</table>

(G8) P0220791 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- Fire hydrants, replacement parts and accessories as needed through 12/31/2022.
- These goods and services are required to maintain and replace the City’s fire hydrants.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18009N with pricing options extended through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<td>2022</td>
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<td>$20,000.00</td>
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</table>
(G9) P0220766 – SUNESIS CONSTRUCTION COMPANY, WEST CHESTER, OH

- Emergency water main repair services.
- These services are required to cover repairs for the Miami Well Field to the Miami Water Treatment Plant.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Sunesis Construction Company is recommended upon proven past performance; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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The aforementioned departments recommend approval of this order.
City Manager’s Report

From 3220 - Aviation/AP Facilities & Ops Terminal

Supplier, Vendor, Company, Individual

Name Elite Line Services

Address 1505 Luna Rd. Suite 100 Carrollton, TX 75006

Date March 23, 2022

Expense Type Contract Modification

Total Amount $537,605.75 thru 3/31/23

Fund Source(s) Fund Code(s) Fund Amount(s)
Operating Budget 51000-3220-1166-43 $537,605.75

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

Description

Professional Service Agreement, Second Amendment - First Renewal

The Department of Aviation is requesting permission to extend the Professional Services Agreement with Elite Line Services ("Elite Line"). Under this Agreement extension, Elite Line will continue to provide operations and maintenance services for the Baggage Handling System and nine (9) City operated Passenger Boarding Bridges. Elite Line will provide all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, warranties, and incidentals necessary to perform operations and maintenance for the Dayton International Airport’s Baggage Handling Systems and Passenger Boarding Bridges.

The current Professional Services Agreement was approved by City Commission on March 15, 2017 in the amount of $2,913,080.00 through March 31, 2022. The original contract has an effective date of March 24th, 2017. A contract amendment was approved by City Commission on October 2, 2019 increasing the authority by $249,998.19 up to $3,163,058.19. The Department of Aviation is seeking to use the first of five (5) one-year renewable options, which is outlined in the approved original agreement. The amount payable under this amendment is not to exceed $537,605.75 for the contract year bringing total authority up to $3,700,663.94. The amendment will take effect upon being signed by all parties.

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

A Certificate of Funds in the amount of $204,000.00 is attached which will cover the FY2022.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
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<td>Expiration Date</td>
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<td>Remaining Commission Approval</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

| Amount: | $204,000.00 |
| Fund Code | 51000 - 3220 - 1166 - 43 - |
| Fund | Org | Acct | Prog | Act | Loc |
| XXXXX | XXXX- | XXXX- | XXXX- | XXXX- | XXXX |
| Amount: | |
| Fund Code | XXXX- | XXXX- | XXXX- | XX | XXXX- | XXXX |
| Fund | Org | Acct | Prog | Act | Loc |
| XXXXX | XXXX- | XXXX- | XXXX- | XXXX- | XXXX |
| Amount: | |
| Fund Code | XXXX- | XXXX- | XXXX- | X | XXXX- | XXXX |
| Fund | Org | Acct | Prog | Act | Loc |
| XXXXX | XXXX- | XXXX- | XXXX- | XXXX- | XXXX |

Attach additional pages for more FOAPALs

Vendor Name: Elite Line Services
Vendor Address: 1505 Luna Rd Suite 100 Carrolton TX 75006
Federal ID: 32-0015713
Commodity Code: 92567
Previous CT: CT22-1666

Purpose: To increase due to contract extension to perform routine and emergency maintenance of the Dayton International Airport's Inline Baggage Handling System and nine (9) Passenger Boarding Bridges for 2022. ($504,212.00 fixed rate annually + $78,400.00 allowance for parts = $582,612.00). Original Comm approval $3,163,056.18 - $428,509.32 used in 2017 - $527,160.87 used in 2018 - $776,110.03 used in 2019 - $529,126.40 used in 2020 - $545,000.00 encumbered for 2021 = $357,151.57 remaining comm approval amount = $357,151.57 for 2022 + additional $537,605.75 less requested encumbrance of $204,000.00, remaining comm approval amount of $333,605.75

Contact Person: Debbie Tipton 937-454-8204
Aviation / Operations 3/11/2022 Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 3/18/22 Date

CF Prepared by 3/14/22 Date

Finance Department

October 18, 2011
SECOND AMENDMENT AND FIRST RENEWAL TO PROFESSIONAL SERVICES AGREEMENT

This SECOND AMENDMENT AND FIRST RENEWAL TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made this _____ day of __________, 2022, between the City of Dayton, Ohio (hereinafter referred to as "City") and Elite Line Services, a Texas corporation ("Contractor").

WHEREAS, On March 15, 2017, the Commission of the City of Dayton approved a Professional Services Agreement between City and Elite Line Services, a Texas corporation, ("Agreement"), to perform operations and maintenance for the Department of Aviation's Baggage Handling System (BHS) and nine (9) Passenger Boarding Bridges (PBB) at the Airport; and

WHEREAS, A First Amendment to the Agreement was approved by the Commission of the City of Dayton on October 2, 2019; and

WHEREAS, The parties now desire to extend the term of the Agreement by exercising an Option Period as provided in the Agreement.

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

1. Article III – Term, shall be amended to add the following language to section A:

   The parties elect to exercise an Option Period to this Agreement. The Option Period shall be in effect for a period of one (1) year and will terminate upon expenditure of all funds provided herein or March 31, 2023; whichever date is earlier.

2. The City shall pay the Contractor as stated in the Agreement. The amount shall not exceed Five Hundred Thirty-Seven Thousand Six Hundred Five Dollars and Seventy-Five Cents ($537,605.75) as outlined on the Optional Contract Years ("Option Periods") chart under “Fixed Year 6 Cost” in Article II.

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect and shall remain unchanged.

SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Second Amendment as of the date first set forth above.

CITY OF DAYTON, OHIO

__________________________
City Manager

ELITE LINE SERVICES

By: ________________________
Title:  ______________________

APPROVED AS TO FORM
AND CORRECTNESS:
E-SIGNED by Suzanne Beck for City Attorney
on 2022-03-17 16:25:44 GMT

__________________________
City Attorney

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

__________________________ , 2022

Min./Bk. _______ Pg. _______

__________________________
Clerk of the Commission
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<th>Renewal Contract</th>
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Seq#1:

| Amount: | $ |
| Fund Code | 51000 - 3220 - 1166 - 43 - |
| Fund | Org | Acct | Prog | Act | Loc |

Seq#2:

| Amount: | $249,998.19 |
| Fund Code | 51125 - 3210 - 1425 - 43 - AVC369 |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Elite Line Services
Vendor Address: 1505 Luna Rd. Suite 100 Carrolton TX 75006
Federal ID: 320015713
Commodity Code: 92567

First Addendum for $249,998.19 to refurbished passenger boarding bridges at the Dayton International Airport. Original Commission Approval $2,913,060 + 249,998.19 = $3,163,058.19; less 2017 actuals $428,509.32; 2018 actuals $527,160.87; 2019 encumb. $582,612 leaves remaining comm. approval after addendum of $1,624,776.

Purpose: Aviation/Planning & Engineering 9/10/2019
Contact Person: Mike Cross
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's Signature: Date
CF Prepared by: Date
Finance Department

October 18, 2011
City Manager's Report

From: 3220 - Aviation/AP Facilities & Ops Terminal
Supplier, Vendor, Company, Individual: Elite Line Services
Address: 1505 Luna Road, Suite 100, Carrollton, TX 75006

Date: October 2, 2019
Expense Type: Contract Modification
Total Amount: $249,998.19 thru 3/31/2022

Fund Source(s): Operating Budget
Fund Code(s): 51125-3210-1425-43-AVC309
Fund Amount(s): $249,998.19

Description

PROFESSIONAL SERVICES AGREEMENT – FIRST ADDENDUM

The Department of Aviation requests permission to enter into a First Addendum to the Professional Services Agreement ("Agreement") with Elite Line Services in the amount of $249,998.19. This addendum is to cover additional heavy maintenance to refurbish select Passenger Boarding Bridges at the Dayton International Airport in accordance with the first annual evaluation. The selected bridges are: A11, A12, A26, B12, and B19. The bridges will receive new interior paint, carpet, repairs to the mechanical infrastructure, and upgrades to electronic controls, which will increase the life of the bridges by 10 years.

The Agreement is effective on the date of execution by the City and shall expire on March 31, 2022, with five (5) one-year renewable options at the sole discretion of the City. The City Commission approved the current five (5) year agreement on March 24, 2017 in the amount of $2,913,060.00 or $582,612.00 per contract year. The contract shall expire on March 31, 2022, and this addendum does not alter that date.

The addendum would increase the contract amount to $3,163,058.19.

- Initial Encumbrance authority: $2,913,060.00
- Authority to cover the Addendum: $249,998.19

The First Addendum to the Agreement was reviewed and approved as to form and correctness by the Department of Law and is attached, as well as an updated Certificate of Funds, the original Certificate of Funds, the original Contract and the original City Manager's Report.

Signatures/Approval

Approved by City Commission

Clerk: Rachelle Lawender
Date: October 2, 2019

Updated 8/2016
FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("First Addendum") is dated this 28th day of October, 2019 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and Elite Line Services, a Florida corporation ("Contractor").

WITNESS THAT:

WHEREAS, The City owns and, through its Department of Aviation, operates the improved real property known and referred to as the James M. Cox Dayton International Airport ("Airport"), which is located in the City of Dayton, Counties of Montgomery and Miami, State of Ohio; and

WHEREAS, On March 15, 2017 the Commission of the City of Dayton approved a Professional Airport Services Agreement ("Agreement") between the parties to perform operations and maintenance for the Department of Aviation’s Baggage Handling System (BHS) and Passenger Boarding Bridges (PBB) at the Airport; and

WHEREAS, pursuant to the Agreement section entitled "PBB Inspections and Evaluations," the City would like to amend the original Agreement to authorize the Contractor to perform additional heavy maintenance to refurbish five (5) select Passenger Boarding Bridges at the Dayton International Airport in accordance with the first annual evaluation; and

WHEREAS, The City of Dayton, Department of Aviation finds it beneficial to the City to continue the contractual relationship with Elite Line Services to provide these Services.

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

1. The Contractor shall perform the additional heavy maintenance to refurbish five (5) select Passenger Boarding Bridges as described in the attached Scope of Work (Exhibit A).

2. The total amount of remuneration to perform the Scope of Work shall not exceed the sum of TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND NINETEEN CENTS ($249,998.19) per the attached pricing proposal (Exhibit B).

3. The parties agree that this First Addendum is to be appended to and made a part of the Agreement.

4. Except as may be modified or supplemented hereby, all other terms, conditional and obligations set forth in the Agreement shall remain effective and apply to this addendum.
5. As the original agreement is a five (5) year agreement, and is in the second year, this Addendum shall not extend the Agreement expiration date.

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

CITY OF DAYTON, OHIO

APPROVED BY:

City Manager

Director of Aviation

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

October 2, 2019

Min. / Bk. I-F Pg. 0491

Clerk of the Commission
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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<tr>
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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

**Amount:** $357,151.57

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<tbody>
<tr>
<td><strong>Fund</strong></td>
<td>Org</td>
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</tbody>
</table>

**Attach additional pages for more FOAPALS**

**Vendor Name:** Elite Line Services

**Vendor Address:**

1505 Luna Rd Suite 100
Carrollton TX 75006

**Street:**

**City:**

**State:**

**Zipcode + 4:**

**Federal ID:** 32-0015713

**Commodity Code:** 92567

**Previous CT:** CT21-1666

**Purpose:** To perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for 2022. ($504,412.00 fixed rate annually + $78,400.00 allowance for parts = $582,612.00). Original Comm approval $2,913,060.00 - $428,509.32 used in 2017 - $527,160.87 used in 2018 - $526,111.84 used in 2019 - $529,126.40 used in 2020 - 500,000.00 encumbered for 2021 = $402,151.58 remaining comm approval amount - $45,000.00 this request = $357,151.57 remaining comm approval amount - 357,151.27 for 2022.

**Contact Person:** Debbie Tipton

937-454-8204

**Aviation / Operations:** 11/19/2021 (dt)

**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:** 12/8/21

**CF Prepared by:**

**Date:** 12/11/21

**CF/CT Number:** CT22-1666

Finance Department

October 18, 20
### SECTION I - to be completed by User Department

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<td>$357,151.57</td>
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</tbody>
</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>Amount:</th>
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</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

### Attach additional pages for more FOAPALS

- **Vendor Name:** Elite Line Services
- **Vendor Address:** 1505 Luna Rd Suite 100 Carrolton, TX 75006
- **Federal ID:** 32-0015713
- **Commodity Code:** 92567
- **Current CT:** CT21-1666
- **Previous CT:** CT20-1666

**Purpose:** To increase to cover expenses to perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for the remainder of 2021. ($504,412.00 fixed rate annually + $78,400.00 allowance for parts = $582,812.00). Original Comm approval $2,913,060.00 - $428,509.32 used in 2017 - $527,160.87 used in 2018 - $526,111.84 used in 2019 - $529,126.40 used in 2020 - 500,000.00 encumbered for 2021 = $402,151.58 remaining comm approval amount - $45,000.00 this request = $357,151.57 remaining comm approval amount.

###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:** 12/18/20

**CF Prepared by:** [Signature]
**Date:** 12/18/20

**CF/CT Number:** CT21-1666

---

**Finance Department**

October 18, 20
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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<th>Renewal Contract</th>
<th>Change Order</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Expiration Date</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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<tr>
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Attach additional pages for more FOAPALs

### Vendor Information
- **Vendor Name:** Elite Line Services
- **Vendor Address:** 1505 Luna Rd Suite 100, Carrollton, TX 75006
- **Federal ID:** 32-0015713
- **Commodity Code:** 92567
- **Previous CT:** CT20-1666
- **Purpose:** To perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for 2021. ($504,212 Fixed rate annually + $78,400 allowance for parts = $582,612. (original comm approval $2,913,060 - $428,509.32 used in 2017 - $582,612 encumbered in 2018 + $55,451.13 unused = $1,957,389.81 - $582,612.

- Encumbered in 2019 + $56,500.16 (unused) = $1,374,777.81 - $582,700 (2020) = $848,577.97 - $500,000 (2121) = $248,577.97 remaining commission approval

### Contact Person
- **Contact Person:** Debbie Tipton
- **Contact Number:** 937-454-8204
- **Department:** Aviation / Operations
- **Date:** 11/30/2020 (at)

### 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:

### CF/CT Number:

October 18, 2021
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Attach additional pages for more FOAPALs

Vendor Name: Elite Line Services

Vendor Address: 1505 Luna Rd Suite 100 Carrollton TX 75006

Federal ID: 32-0015713

Commodity Code: 92567

Purpose: To perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for 2020. ($504,212 Fixed rate annually + $78,400 allowance for parts = $582,612).

(original comm approval $2,913,060 - $426,509.32 used in 2017 - $582,612 encumbered in 2018 + $55,451.13 unused = $1,957,389.81 - $582,612)

encumbered in 2019 = $1,374,777.81 - $582,700 requested for 2020 = $792,077.81 remaining commission approval

Contact Person: Debbie Tipton

Aviation / Operations

Department/Division

11/20/2018 (dt)

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

CF Prepared by

Date

CF/CT Number

Finance Department

October 18, 2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<th>Act</th>
<th>Loc</th>
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</table>

Attach additional pages for more FOAPALS

Vendor Name: Elite Line Services
Vendor Address: 1505 Luna Rd Suite 100 Carrollton TX 75006
Street City State Zipcode + 4
Federal ID: 32-0015713
Commodity Code: 92567
Previous CT: CT18-1666
Purpose: To perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for 2018. ($504,212 Fixed rate annually + $78,400 allowance for parts = $582,612.

(original comm approval $2,391,060 - $428,509.32 used in 2017 - $582,612 encumbered in 2018 - $582,612 encumbered in 2019

= $1,319,326.68 remaining commission approval

Contact Person: Joe Homan / Debbie Tipton
937-454-8211 / 937-454-8204
Aviation / Operations Department/Division 11/16/2018 (d)
Date

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date 12-14-18

CF Prepared by Aaron I. Rosenberg
Date 12-13-2018 CF/CT Number CT19-1666

Finance Department
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

Attachment additional pages for more FOAPALS

Vendor Name: Elite Line Services
Vendor Address: 1505 Luna Rd Suite 100 Carrolton TX 75006
Street City State Zipcode + 4
Federal ID: 32-0015713
Commodity Code: 92567
Previous CT: CT17-1591
Purpose: To perform routine and emergency maintenance of the Dayton International Airport's In-Line Baggage Handling System and nine (9) Passenger Boarding Bridges for 2018. ($504,212 Fixed rate annually + $78,400 allowance for parts = $582,612.

(Original comm approval $2,3913,060 - $582,612 (2017) - $582,612 (2016) = $1,747,836.00 remaining comm approval.)

Contact Person: Joe Homan / Debbie Tipton 937-454-8211 / 937-454-8204 Aviation / Operations Department/Division 1/18/2018 Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: Melissa Lyssott
CF Prepared by CR 1/29/18
CF/CT Number: CT18-1668
Date: 1/29/18

Finance Department
October 18,
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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---

**Vendor Name:** Elite Line Services

**Vendor Address:** 1505 Luna Rd., Suite 100 Carrollton, TX 75006

**Federal ID:** 34-0015713

**Commodity Code:** 92567

**Handling System and nine (9) Passenger Boarding Bridges for 2017 ($504,212 fixed rate annually + $78,400 allowance for parts) = $582,612.**

---

**Contact Person:** Donald Faley

**Department of Aviation / Operations**

**Date:** 2/28/2017

**Originating Department Director's Signature:**

---

**Finance Director Signature:**

---

**CF Prepared by:**

---

**Date:** 3/9/17

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**CF/CT Number:** CT17-1666

---

**Date:** 3/16/17

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**Date:** 3/2/17

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**October 18, 20**
City Manager's Report

From 3220 - Aviation/AP Facilities & Ops Terminal

Name Elite Line Services
Address 1505 Luna Rd. Suite 100 Carrollton, TX 75006

Date March 15, 2017
Expense Type Service Agreement
Total Amount $2,913,060 over 5 years

Fund Source(s) Fund Code(s) Fund Amount(s)
Operating budget 51000-3220-1166-43 $2,913,060.00

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

Professional Services Agreement

The Department of Aviation request permission to enter into a Professional Services Agreement with Elite Line Services. Under this agreement, Elite Line Services will provide operations and maintenance services for the Baggage Handling System and nine (9) city operated Passenger Boarding Bridges. Elite Line Services shall provide all labor, supervision, parts, equipment materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, warranties, and incidentals necessary to perform operations and maintenance for the Dayton International Airport's Baggage Handling Systems and Passenger Boarding Bridges.

The Department of Aviation received 5 responses for this Request for Proposal. Proposals were ranked on cost, quality of proposal and previous work experience. Out of the 5 participants, Elite Line Services had the highest total ranking.

This Agreement is effective on the date of execution by the City and Shall Expire on March 31, 2022, with five (5) one year renewable options at the sole discretion of the City. This amount payable under this agreement is $2,913,060.00 or $582,612.00 per contract year.

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

Signatures/Approval

Approved by City Commission

Rachelle Ravender
March 15, 2017

Date

Updated 8/2016
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made this 24th day of 2017 ("Effective Date") between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Elite Line Services, a Florida corporation ("Contractor").

WITNESSETH THAT:

WHEREAS, The City owns and, through its Department of Aviation, operates the improved real property known and referred to as the James M. Cox Dayton International Airport ("Airport"), which is located in the City of Dayton, Counties of Montgomery and Miami, State of Ohio; and

WHEREAS, The City finds it advantageous to engage a firm to perform operations and maintenance for the Department of Aviation’s Baggage Handling System (BHS) and nine (9) Passenger Boarding Bridges (PBB) at the Airport. The BHS operations and maintenance shall be referred to herein as the "O&M Services" and the PBB Preventive maintenance and inspection services shall be referred to herein as "PBB PM Services"; and

WHEREAS, Contractor represents that it is an experienced and qualified O&M Services and PBB PM Services provider, which is able to provide the professional services requested; and

WHEREAS, The parties enter into this Agreement to set forth the terms and conditions for the performance of O&M Services and PBB PM Services for the City.

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

ARTICLE I. RIGHTS AND DUTIES OF CONTRACTOR

A. Scope Of Services

In consideration of the payment specified in this Agreement, Contractor shall provide in a timely manner, pursuant to Work Authorizations issued by the City, all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, warranties, and incidentals necessary to perform basic services and, if requested, Other Work/Services. Time is of the essence regarding Contractor's performance of the services under this Agreement, and the time to perform, as stated in each Work Authorization, shall control.

Contractor will provide all staff, skilled, technical, and general labor to properly and adequately operate and maintain the equipment. Contractor will provide a staffing plan and work with the City on final staffing levels. Contractor shall provide onsite staff a minimum of twenty (20) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. The exact staffing levels shall be determined by the City and Contractor. Once staffing levels have been approved by the
City, Contractor shall not deviate from the same without the approval of the City.

Appropriate and designated staffing on a task order "will call" basis shall be established. All site and "will call" staff shall be identified in the contractors staffing plan. In case of an emergency Contractor's staff must be at the Airport within one (1) hour or less for the BHS and two (2) hours or less for the PBBs.

The City reserves the right to request Contractor to remove of any of its employees should the employee's behavior, appearance, professional conduct, ethical conduct, credentials, or licensing not meet the requirements of the City.

Contractor will provide each employee with a uniform clearly displaying the company logo and employee name. All employees of Contractor shall be professional in appearance, maintain a high level of ethics, pass a comprehensive background check, and comply with the Airport Security requirements as stated in Subsection F herein.

**Tools and Equipment**

Contractor will provide all tools and equipment necessary to provide O&M services and PBB PM Services. Contractor will be responsible for costs associated with loss, misuse, abuse, neglect and theft of all parts, tools, and equipment.

**CMMS (Computerized Maintenance Management System)**

Contractor shall develop and maintain an updated CMMS based report that captures detailed information regarding system issues such as time and date of occurrence, type of corrections performed, assigned responsibility, corrective actions, and probable cause. This report shall be submitted to the Airport Operations and Maintenance Division Manager or a designated representative on a monthly basis, and will also serve as a historical record for formulating a continuance improvement maintenance program that will best suit the BHS and PBBs, and the environmental conditions to which the equipment is exposed.

**Inventory and Spare Parts**

Department of Aviation Inventory: The Department of Aviation will place its initial spare parts inventory into the care and custody, but not ownership, of Contractor. The initial inventory will include both warranty parts and non-warranty parts.

Such inventory shall be subject to the following conditions:

1. When needed, Contractor will obtain warranty and non-warranty parts from the inventory, if available, prior to acquiring parts from another source.
2. As appropriate, the City may require Contractor to present parts to be replaced prior to authorizing a part purchase.
3. Contractor shall replace to inventory any parts used.
4. Contractor shall invoice for non-warranty parts. Invoices will be supported by a copy of
Contractor's purchase receipt indicating the actual price paid.
5. All parts purchased by Contractor will be approved by the City and will become the property of the City.
6. Parts and materials procured by Contractor will be of an OEM quality and grade, and be in full compliance, accordance and specification with established manufacturer's equipment design, and manufacturer's recommended practices.
7. Contractor will conduct monthly cycle counts and inventory and provide a monthly status report on the stock of inventoried spare parts.

**Consumables Inventory**

As it deems appropriate to effectively address scheduled maintenance and emergency requirements, the Contractor will maintain and replace its own inventory of consumables. Contractor shall invoice the City for consumables, as used, at cost plus twelve percent (12%). Invoices will be supported by a copy of Contractor's purchase receipt indicating the actual price paid. At the end of the Term of this Agreement, Contractor shall retain its consumable inventory without expense to the City for consumables not utilized in the performance of this Agreement.

**Overtime**

Contractor shall invoice the Department of Aviation for overtime occurring due to monthly delays in departure flights. Invoices will be supported by information on the delayed airline information and length of delay. Payment for overtime will be made at time and one half for all technicians.

**BHS Systems and Subsystems Maintenance Services**

Maintenance activities shall be non-disruptive to all airline, TSA, and Airport activities. All operational and maintenance activities are to be effectively coordinated and communicated to the Department of Aviation and all airlines and stakeholders.

Contractor shall comply with all manufacturer's warranty, operational and preventive maintenance requirements, provisions, and specifications for all equipment. Contractor shall keep at hand all reference material pertaining to all BHS equipment.

The following maintenance shall be performed:

1. **Routine Maintenance**: Activities such as routine inspections and tests designed to identify any unusual or abnormal equipment condition. Routine maintenance shall, at minimum, be performed as included in the Maintenance Plan provided by the Baggage Handling Equipment supplier.
2. **Scheduled Maintenance**: Activities required to maintain the BHS operating system at the prescribed levels of safety, efficiency, and reliability, which are performed on a regular basis at specified intervals. Scheduled maintenance activities shall, at a minimum, be performed as described in the Maintenance Plan provided by the Baggage Handling Equipment manufacturer.
3. **Preventive Maintenance**: Activities that focus on identifying and correcting potential problems before they cause a system shutdown. Contractor will monitor system for faulty
mechanical components where mechanical noise, heat or vibration becomes apparent. Once identified, the components are scheduled for replacement during low or no volume hours so that airline operations are not interfered with. Preventive Maintenance includes, but is not limited to, the following on mechanical components:

a. Testing operation of mechanical and pneumatic components.  
b. Lubrication of revolving parts as needed.  
c. Adjusting and tensioning of timing belts and chains.  
d. Tracking and tensioning of belts.  
e. Periodic cleaning of accumulated dust as needed.  
f. Repair of minor imperfections (e.g. loose hardware).  
g. Checking safety covers.  
h. Cleaning BHS conveyor equipment as well as the surrounding area as required.  
i. Keeping equipment free from any trash, dirt, and/or debris.

4. Preventive maintenance that includes, but is not limited to, the following on electrical components:

a. Clean panel air filters, replace as necessary.  
b. Clean interior of all loose debris.  
c. Verify operation of all panel lights and indicators.  
d. Verify operation of all safety devices (emergency stop switches, interlocks, etc.).  
e. Verify operation of an external panel-mounted device (switches, pushbuttons, etc.).  
f. Verify proper seating of all plugs in devices (relays, modules etc.).  
g. Verify tightness of electrical quick disconnects (interface plugs, etc.).  
h. Verify complete schematics located in panels.

5. Reactive Maintenance will include but is not limited to the following:

a. Work Orders.  
b. Call Requests.  
c. Fault Monitoring indicators.

6. Maintenance inspections will be performed at the beginning and end of each shift, daily, weekly, quarterly, semi-annually, and annually. Maintenance inspections will be provided to the contractor through the CMMS work orders or at the discretion of the Department of Aviation.

7. The contractor is responsible for troubleshooting and problem solving all issues involving equipment and will provide a rapid response to all emergency requirements.

8. The contractor shall maintain a monthly preventive maintenance completion rate of 97% or higher. The Preventive maintenance completion rate is calculated as follows:

Completed Preventive Maintenance Work Orders  
Scheduled Preventive Maintenance Work Orders

44 Completed PMs/45 Scheduled PMs = 98%

9. Certain components within the equipment have a given life cycle. Predictive maintenance is the activity wherein an analysis of each component in the system is made to predict when components will reach the end of their life. Contractor shall generate a replacement program plan which must be approved by the Airport Operations and Maintenance Division Manager or a designated representative. This plan is put in place to replace components before they fail in operation, but not before they have completed their life cycle. This analysis shall be performed on
both mechanical and electrical components to reduce the incidence of unplanned corrective repairs. Contractor shall be responsible for identifying and replacing components that fall within the expected lifetime of the contract.

**BHS Systems Evaluation and Inspections**

In order to continuously evaluate the functionality as well as efficiency of the BHS, the contractor agrees to perform the evaluations and inspections in this section.

Contractor must evaluate the system on an annual basis in order to identify possible current and future problem areas. Contractor must select a technician that is qualified to evaluate all major systems and subsystems of the BHS including, but not limited to, mechanical systems and IT systems. The first evaluation must be competed no later than six (6) months after the Effective Date of this Agreement. The findings of the evaluation must include, but not be limited to, problem areas located, areas not requiring an upgrade, and an estimated cost for the repairs of the problems as well as the upgrades. The final copy of this evaluation’s findings must be sent via email to the Airport Operations and Maintenance Division Manager or a designated representative within thirty (30) days of the evaluation being conducted.

A quarterly inspection and evaluation must be conducted of both the BHS as well as the baggage claim systems. This inspection and evaluation must include any systems that have caused a system interruption of greater than fifteen (15) minutes. The Contractor must conduct the inspection and evaluation using “in - house” staff who work with the BHS on a weekly basis. The contractor’s on-site manager needs to work with the Airport Operations and Maintenance Division Manager, or a designated representative, to develop a list of items that need to be examined during this inspection and evaluation. The findings of this inspection and evaluation must be submitted to the Airport Operations and Maintenance Division Manager, or a designated representative, within five (5) business days of the inspection and evaluation being conducted.

The City and Dayton International Airport are committed to environmentally friendly programs and initiatives. To this end, the contractor will evaluate the BHS annually, in terms of energy efficiency, and provide recommendations to the Airport Operations and Maintenance Division Manager, or a designated representative, on how to make the BHS more energy efficient.

**Sub-Contracting**

Contractor may sub-contract services with written approval from the Department of Aviation, however, no sub-contract shall release or discharge Contractor from any obligation under this Agreement. Contractor shall ensure that any sub-contractor abides by and performs work to the standards set in this Agreement.

**Miscellaneous Requirements**

Contractor shall comply with the Airport Rules and Regulations.

Contractor will develop and implement an operations and safety plan. The plan is subject to review
and approval by the Department of Aviation. The safety plan must include all OSHA and industry practices, and be kept on site at all times. Contractor's staff must be trained on all aspects of the safety plan and documentation of the training will be provided at the request of the Department of Aviation.

Access to the site will be coordinated with the Contractor upon execution of this Agreement. All accidents arising out of or in connection with the O&M Services provided which result in injury or property damage will be reported in writing to the City within twenty-four (24) hours of occurrence. The reports must give full details and witness statements. If death or serious injury occurs the same details shall be reported to the Department of Aviation by immediate phone call and the plan must identify an urgent care provider to be used in such circumstances.

Contractor will provide and maintain required company issued vehicles at all times. The City will designate the permitted employee parking area. All designated vehicles will have and be identified with the appropriate company logos and identification. The vehicles shall be properly insured and maintained in good operating condition.

Additional task orders or project requests may be required by the City on occasions that require the type of services provided by Contractor, but are not contemplated by day-to-day operations and maintenance of the BHS. Such task orders will be negotiated by specification and/or proposal depending on the complexity or value, at the time of issuance, and will be based on hourly labor rates. Task Orders shall be issued on an as-needed basis. Such task orders will be issued to include provision of O&M Services outside the established Operational Hours specified below.

Contractor will maintain, at its expense, a communication bulletin board or display board to communicate with Contractor's employees and other communications as mandated by law. The area and space will be designated by the Department of Aviation.

**Reliability & Availability Requirements**

Contractor shall be responsible for maintaining a certain level of baggage handling system reliability/availability which shall be recorded by Contractor on a daily basis and included in reports to the Department of Aviation. Reliability shall be measured in terms of availability, with availability of a given subsystem defined as follows:

\[
A = \frac{(ST-RT)}{ST}
\]

Where the variables are defined as follows:

- A = Availability
- ST = Scheduled Operating Time: The scheduled time that the subsystem is available for baggage processing.
- RT = Repair Time: The interval time between the detection of a failure or fault condition and the return of the subsystem to operation after the condition has been remedied/repaired.

The Repair Time (RT) factor for a particular Subsystem must not exceed twenty-four (24) hours
in a month. Downtime/repair time stops when the Department of Aviation or its representative turns off the conveyor lines following the end of daily operations, and will only be calculated for downtime occurring during daily operating hours.

A failure is defined as any malfunction of a Subsystem Component, assembly or subassembly that stops normal operations. A failure will be charged against the one Subsystem that causes that failure, except if a system that has another system leading into it should fail, and then both systems will be considered out of service. If the lead system can be bypassed so that the function of the trailing system can be restored, then the trailing system would not be considered out of service. The following circumstances are not classified as failures:

1. Malfunctions due to causes outside of the Subsystem (sabotage or general power outages).
2. Malfunctions due to baggage jams not caused by failure of a Subsystem Component, assembly, or subassembly (Airline Bag Hygiene).
3. Malfunctions due to products or services outside the control of the Contractor.
4. Damage from traffic such as tugs, carts, etc.
5. Failures which are detected and repaired without affecting normal operation.
6. Malfunction of one of a redundant computer pair where the repair time does not affect normal operation.
7. Malfunction of a portion of the system that degrades but does not completely stop operation.
8. Malfunction of EDS screening equipment in the BHS system.

Total System Availability is defined as follows:

\[
\text{System Availability SA} = \frac{SA_1 + SA_2 + SA_3 \ldots \text{etc.}}{\text{Total Number of Subsystems}}
\]

The system will maintain an average Subsystem availability of not less than 99.0% calculated on a monthly basis.

**System Rate**

The BHS must achieve and maintain a minimum rate of 40 bags per minute (bpm) per mainline and 9 bpm for the EDS area mainline. Each ticket counter feed conveyor and curbside conveyor must achieve a normal 15 bpm throughput. Contractor will operate and maintain the BHS to continually achieve these rates.

**Sortation Accuracy**

Sortation Accuracy shall be defined as the encoded baggage that is sorted correctly to the assigned make-up device. Contractor will maintain all tracking devices (encoders, programmable logic controllers, computer system databases, etc.) in a proper order to achieve continuous sortation accuracy from an encoded position (ATR) of 99.0%, calculated on a monthly basis, for the total number of bags input into the baggage system.
Read Rates

The ATR will be maintained by Contractor per the manufacturer’s recommended procedures. The minimum weekly average read rate maintained will be 95% successful reads of all digits per pier tag. This does not apply to hand written tags or non-compliant tags that would negatively impact actual read rates. Non-compliant tags shall include those tags that cannot be read due to their physical location on the baggage, which prevents the ATR from being able to read the tag. Improper tag stock of poorly printed tags may also produce non-compliant tags. In order to measure the read rate requirement for local originating bags, Contractor will be required to demonstrate the required read rate quarterly by conducting a test of the laser arrays.

Operational Requirements

Contractor will operate the Encode Stations during operating hours. Contractor is responsible for responding to all jams and faults that occur within the BHS. Jams and faults have an initial response time of less than three (3) minutes.

Maintenance Requirements

Contractor will operate and maintain all mechanical and electrical components on outbound baggage handling systems and the CBIS including but not limited to, drive motors, sensors, controls, MCPs, belts, carrousels, overhead security doors and all other related components of the baggage handling system.

Contractor shall operate and maintain all control systems. The current control system was designed and written by Control Touch for Dayton International Airport. Should Contractor not have the proven qualifications to operate and maintain said system, it is expected that they will enter into a Technical Service Agreement with a qualified provider, the cost of which will be paid for by the Contractor. The City shall have the opportunity to review the service provider’s qualifications prior to execution of this Agreement.

Contractor shall label all electrical components (i.e. motors and drives).

Contractor will provide staffing to clear, reset, and investigate any and all faults detected including, but not limited to, jams, emergency stops, and overloads throughout the baggage conveyor system within three (3) minutes of detection.

Contractor will comply with warranty and preventive maintenance requirements on all manufacturers’ specifications.

Contractor will develop and implement an operations and maintenance safety plan specific to the BHS.

Contractor will maintain and repair the overhead walkways on the conveyor system, and clean all floor drains as scheduled by the Department of Aviation.
Contractor will maintain all areas of the baggage make-up area including cleaning of the immediate work areas and common area. All areas shall be kept clean and presentable at all times.

Contractor will maintain and repair electrical conduit, equipment and other services of the BHS as required by the Department of Aviation.

**System Requirements**

The Primary System Availability Time (Operational Hours) is defined as:

0400 to 2030 Eastern
Sunday - Saturday, 365 days per year

Note: Extended Operational Hours may be needed to accommodate late departing flights or changes in airline schedules outside of Operational Hours. These changes could be temporary or long-term in nature and will be negotiated by the parties. Any changes to Operational Hours will be memorialized in a writing executed by the City and Contractor.

**BHS Reporting**

Reporting related to the Facilities, Equipment, Systems, and Services must contain the information below. The reporting calendar will be the same as the City calendar.

**Monthly Report** - A monthly status report will be provided within five (5) days of the end of each month and will include the following information:

2. Availability of system and equipment.
3. Number of outages of system and equipment.
4. Number of service requests.
5. Number of open and closed service requests.
6. Schedule of maintenance activities for the next two months.

**Incident Report** - The Incident Report provides for all service request categorized as critical. The report will include a copy of the service request and will include the following:

1. Service request number.
2. Date/Time of incident.
3. Location of incident.
4. Description of incident.
5. Time of incident.
7. Mitigation plan to prevent future incidents.

**Service Requests**

The minimum service requirements will be responded to in the following time frames:
1. Ten (10) minutes for Critical issues.
2. Thirty (30) minutes for High priority issues.
3. Eight (8) hours for Medium priority issues.
4. Twenty-Four (24) hours for Low priority issues.
5. Seven (7) days for general service request.

The following Service Requests will be categorized as Critical regardless of time, location or system:
1. Incidents that render a system completely unusable.
2. Local Area Network.
4. Life Safety.

The following Service Requests will be categorized as High regardless of time, location or system:
1. Incidents that affect two or more parties.
2. Code violations.

**PBB Preventive Maintenance Services Requirement**

The Passenger Boarding Bridge Preventive Maintenance and Inspection Service Program shall be performed in accordance with a Preventive Maintenance and Inspection Service Schedule specific to the Airport equipment. The Contractor shall agree and perform all Maintenance and Inspection Services including Emergency Callback Service for Passenger Boarding Bridges, Air-Condition Units, and Ground Power Units as defined in the Manufacturer Manual for each piece of equipment.

Please note, while otherwise contained in the quarterly maintenance checklist, the Contractor shall not be required to wash or apply touch-up paint to the bridges as part of their quarterly maintenance. Daily visual inspection and operational performance of the PBB are not the responsibility of the Contractor.

During the annual inspection, Contractor shall pressure wash all PBB exteriors.

During annual inspections, Contractor shall treat and/or touch-up exterior chips, cracks, and rust as needed. Payment shall be made on a time and materials basis only after work is quoted to and approved by the City.

The Contractor shall provide a qualified technician assigned to the Airport with a qualified backup technician available for the work to be performed. Both technicians shall be directly employed and supervised by the Contractor and shall be directed to perform to the specifications of the Manufacturer’s Operation and Maintenance manual.

The Contractor shall assign a representative who will be the Airport’s primary contact for communications. The Contractor understands and agrees to remain on call, twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year (including holidays and weekends). Contractor shall be able to respond to the airport within (2) two hours of
receiving notification.

The Contractor shall provide a Contact Person’s Name and Title, office number, cell phone number, emergency contact number, as well as the Contractor’s company office number, and answering service number, if available.

During each Preventive Maintenance and Inspection Service, the Contractor shall examine and determine the nature and extent of any maintenance or repair issue not covered under this Scope of Work. Any issue found beyond the Scope of Work and specifications shall be reported to the Airport immediately followed by a written report.

The Contractor shall not remove the bridge units from service without approval of the City unless the bridge’s continued use could, in the opinion of the Contractor, be a substantial safety hazard. Upon removal of a bridge unit from service for safety reasons, the Contractor shall immediately notify the City of such action and identify the safety hazard.

The Contractor shall check each bridge to ensure that any safety directives published by JBT Corporation (formerly FMC Technologies), subsequent to the manufacture and installation of the bridges, have been adequately addressed and, if not, shall inform the City of any deficient items.

**PBB Inspections and Evaluations**

The Contractor understands that all PBBs belong to the Airport regardless if the PBBs are leased by an airline. Therefore, each year, at a time designated by the Airport Operations and Maintenance Division Manager or a designated representative, the Contractor shall conduct an inspection of all PBBs at the airport. The inspection shall include recommendations on improving maintenance or repair of each PBB to the Airport Operations and Maintenance Division Manager. The inspections shall be coordinated through the Airport Operations and Maintenance Division Manager, and the Station Managers for the airline, in order to minimize interruptions to operations. Furthermore, the Contractor shall conduct an initial baseline assessment of all PBBs at the Airport within six (6) months of the Effective Date of this Agreement. The findings of this assessment will be submitted to the Airport Operations and Maintenance Division Manager no later than thirty (30) days after the assessment is conducted.

**Load Bank Test**

On a semi-annual basis, the Contractor shall perform a full load bank test on each ground power unit to ensure proper operation and voltage output. Said test shall simulate actual operations procedures in accordance with manufacturer’s guidelines, and shall be performed with a Contractor provided load bank.

**PBB Additional Services**

Should the City request additional work outside the scope of this Agreement or request an emergency response, the work will be invoiced separately. Labor for such work will be paid at the
rates contained in Article II of this Agreement. Should the Contractor be required to obtain the use of heavy equipment such as forklifts and cranes in order to perform an element of work outside of Preventive maintenance, the actual cost to use the equipment would be paid by the City. All invoices for additional work must be accompanied by copies of receipts and time sheets as evidence of such costs. Should any additional services be necessary to correct faulty work performed by the Contractor’s personnel, all costs relating to said extra services shall be the responsibility of the Contractor. In the event the contractor uses parts or materials from the City’s inventory in order to correct faulty work performed by the Contractor’s personnel, the Contractor shall provide the City with replacements for said parts, and materials within thirty (30) working days. Any trouble calls handled over the telephone or email shall not be invoiced to the City.

Schedule

At the beginning of each contract year, the Contractor shall provide a schedule to the authorized City representative showing the dates when each inspection will take place. The Contractor understands Airport representatives need to coordinate quarterly maintenance work in advance with the users of the equipment and with other personnel, and that the failure to provide service on schedule can adversely impact Airport operations. The Contractor shall not deviate from the pre-determined schedule unless providing at least thirty (30) days notice of a change. Repeated failures to provide service on the scheduled dates may result in the termination of this Agreement.

Sub-Contracting

The Contractor may sub-contract services with written approval from the City.

Maintenance of Areas Assigned to Contractor

During the term of this Agreement, the City shall provide, at its expense:

1. Structural repairs to the roof, floor, exterior walls, and windows of the terminal building.
2. General maintenance and upkeep of the terminal building’s interior common use area and external area.

Contractor, at its own expense, shall perform all Preventive maintenance and ordinary upkeep and nonstructural repair of its assigned areas and equipment, including but not limited to fixtures, doors, floor coverings, and walls. Contractor shall be required to keep all such areas in good operating condition and repair at all times.

Custodial

During the term of this Agreement, the City shall provide, at its expense:

1. Custodial services for the non-leased/non-assigned public areas of the terminal building.
2. Pest control services for all areas, including that assigned to and used by Contractor.

Contractor shall be required to keep all of the areas assigned to it in a neat, clean, safe, sanitary,
and orderly condition at all times. Contractor shall keep such areas free at all times of all paper, rubbish and debris, and Contractor will deposit all trash and debris resulting from its operations in containers approved by the City.

Contractor agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its assigned areas. Contractor shall also keep and maintain the assigned areas in a clean, neat, sanitary condition and attractive appearance.

B. **Dispute Resolution**

For purposes of this Section, "Project Administrator" means the person the Department of Aviation designates to monitor the progress of all Parties' performance under this Agreement. Except as may otherwise be provided by law, a dispute that does not involve a question of law, arises during the performance of this Agreement, and is not resolved between the Project Administrator and Contractor must be handled as described below:

1. The Project Administrator shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director of Aviation.
2. If Contractor desires to appeal a decision of the Project Administrator, Contractor must submit a written appeal to the Director of Aviation. Contractor must file its written appeal within seven (7) working days following receipt of the Project Administrator's original decision. The Director of Aviation shall provide Contractor with a written response to the appeal within fourteen (14) working days following its receipt. The decision of the Director of Aviation is final.

C. **Insurance**

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

1. General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers' Liability Insurance, having a limit of $500,000 for each occurrence.
4. Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.
5. Contractor shall be required to obtain a Performance bond, at Contractor's expense, in an amount not less than the value of the proposal, or such other amount as approved by the City. Said bond is to be delivered to the City prior to the Effective Date.
6. Contractor shall maintain errors and omissions insurance in the amount of $1,000,000.00.
7. Contractor shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.
Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage.

D. Indemnification

Contractor shall indemnify and hold harmless the City and its elected officials, officers, employees, and representatives from and against all expenses, damages, claims, suits, penalties, fines, settlements, liabilities (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) arising out of the performance or non-performance of this Agreement, including any alleged violation by Contractor, its employees, sub-contractors or agents, of any federal, state or local law; provided, however, that such expense, damage, claim or suit was not the result or caused by the acts or omissions or negligence of the City or its agents or employees.

Contractor agrees to indemnify and reimburse the City for any fines or penalties assessed against the City for violations of the Airport Security Program, Transportation Security Administration (TSA) rules or regulations, or other Airport security rules or regulations by Contractor, its employees, sub-contractors, or agents.

E. Compliance with Laws

Contractor shall exercise the required professional care in its efforts to comply with all federal, state, and local laws, rules, and regulations applicable in the rendering of the O&M Services by Contractor under this Agreement.

Contractor shall comply with the regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

F. Airport Security

Contractor agrees to observe the Airport Rules and Regulations, all security requirements of 49 CFR 1540 and 1542, the Transportation Security Administration (TSA), and the Airport Security Program, and to take such steps as may be necessary or directed by the Department of Aviation to ensure that subcontractors, material suppliers, employees, invitees, and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by the Transportation Security Administration (TSA) or any expense in enforcing the TSA regulations and/or the Airport Security Program as a result of the acts or omissions of the Contractor, Contractor agrees to pay and/or
reimburse all such costs and expenses. The Department of Aviation reserves the right to take whatever action necessary to rectify any deficiency in security identified by it or the TSA, in the event the Contractor fails to remedy the security deficiency.

The Contractor shall provide on-call personnel and their emergency phone numbers twenty-four (24) hours a day to respond in case of emergencies or security violations. The Contractor shall be required to obtain Airport security badges for all personnel of the Contractor and its Subcontractors. All personnel must have background checks and Security Identification Display Area (SIDA) training prior to the issuance of security badges. This background investigation shall consist of a Criminal History Records Check (CHRC) by means of fingerprint submission to the Federal Bureau of Investigation. The CHRC must show that the individual has not been found guilty of any of the crimes listed in 49 CFR Part 1542.209 in the last ten (10) years. Contractor must certify that none of its employees nor agents, including its Subcontractors and their employees and agents, shall be allowed in a secured area on the job site at any time for any purpose unless a satisfactory background investigation has been completed on such individual; otherwise, such individual is to be, at all times, escorted by or under the supervision or surveillance of a person who background has been satisfactorily investigated and has received SIDA access.

The Department of Aviation and Airport security regulations require that Contractor’s personnel not under escort have attached to and worn at all times on an outer garment an identification badge issued by the Airport Department of Police. Absence of this identification shall be grounds for removing the supervisor/employee from the secured area.

Contractor shall designate a person, whose name is to be on file with the Airport Police ID Section, to authorize issuance of ID badge to all Contractor and Subcontractor personnel.

Contractor will be charged One Hundred Dollars ($100.00) for the issuance of identification badges per badge per applicant and Fifty Dollars ($50.00) to replace a lost badge.

Within seven (7) days of termination of an employee all security items issued to that employee shall be returned to the Airport Department of Police. Within seven (7) days of termination of the Agreement, all security items issued to any of Contractor’s employees, agents, or Subcontractors shall be returned to the Airport Department of Police. A charge of One Hundred Dollars ($100.00) per item shall be imposed for each security item not timely returned.

All authorized vehicles, including escorted vehicles, must display the appropriate numbered color-coded vehicle identification pass as issued by the Airport Department of Police.

G. **Warranties**

Contractor warrants that it shall perform all work in a good and workmanlike manner. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement. Contractor warrants that:

1. All items are free of defects in title, design, material, and workmanship.
2. Each item meets or exceeds the manufacturer’s specifications and requirements for the
equipment, structure, or other improvement in which the item is installed.
3. Each replacement item is new, in accordance with original equipment manufacturer’s
specifications, and of a quality at least as good as the quality of the item which it replaces (when
the replaced item was new).
4. No item or its use infringes any patent, copyright, or proprietary right.

Contractor shall manage and enforce on the City's behalf all manufacturer warranties issued before
the Effective Date of this Agreement, during the Term of this Agreement, and any extensions.
Contractor shall not be entitled to any additional compensation for the management and
enforcement of these manufacturer warranties. If Contractor does not exhaust all remedies,
including litigation, against a manufacturer who fails to honor all or a part of a warranty, it shall
not receive additional compensation from the City for the labor and material costs it incurs to repair
or replace the item that otherwise would have been under warranty.

II. Software License

For software products provided by Contractor under this Agreement, Contractor shall grant or
otherwise obtain for the City a personal, non-transferable, and nonexclusive right to use such
software and related documentation. The City is permitted to make archival copies of all software
for which Contractor grants the City a software license. The City is also permitted to make archival
copies of all software for which Contractor obtains such a license for the City from a third-party
owner of such software if such copies are allowed by the third-party owner's license agreement. In
the event that a third-party owner's software license agreement does not permit the City to make
archival copies of the software, Contractor shall, upon the City's request, negotiate with the third-
party owner to obtain the right for the City to make archival copies of that software.

ARTICLE II. COMPENSATION

A. Terms of Payment

Subject to all the terms and conditions of this Agreement, the City shall pay to the Contractor, and
the Contractor accepts the fees as specified below, for all work provided by the Contractor and its
subcontractors under this Agreement, with the exception of payment for replacement and/or spare
parts as described in Article II, Section B

<table>
<thead>
<tr>
<th>Fixed Annual Cost of BHS and PBB Services</th>
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</thead>
<tbody>
<tr>
<td>Fixed Year 1 Cost</td>
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<td>Fixed Year 2 Cost</td>
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<td>Fixed Year 3 Cost</td>
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<tr>
<td>Fixed Year 5 Cost</td>
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<tr>
<td>Total 5 Year Cost</td>
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<tr>
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**Optional Contract Years ("Option Periods")**

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<th>Year</th>
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<tr>
<td>Year 7</td>
<td>$537,605.75</td>
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<td>Year 8</td>
<td>$537,605.75</td>
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<tr>
<td>Year 9</td>
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<td>Year 10</td>
<td>$537,605.75</td>
</tr>
<tr>
<td>Total 5 Year Cost</td>
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</tr>
</tbody>
</table>

All invoices are subject to approval by the City and are due and payable on or about thirty (30) days after receipt and approval by the City, unless disputed. All payments must be made by check made payable to Contractor. The City will not unreasonably delay or withhold payment or approval of any invoice. Neither payments made nor approval of invoices or services by the City shall be construed as final acceptance or approval of that part of Contractor's services to which such payment or approval relates. Such payments do not relieve Contractor of any of its obligations under this Agreement.

**B. Purchase of Replacement/Spare Parts**

Contractor agrees to purchase replacement and/or spare parts for the Department of Aviation’s BHS and PBB inventory and invoice the City at the Contractor’s cost plus a twelve percent (12%) mark-up. Invoices shall be supported by a copy of the Contractor’s purchase receipt indicating the actual price paid by the Contractor.

The total amount of compensation for the replacement/spare parts under this agreement shall not exceed Three Hundred Ninety-two Thousand Dollars and Zero Cents ($392,000.00) for the first Five (5) years of the contract and Eighty-five Thousand Dollars and Zero Cents ($85,000.00) for each Option Period.
ARTICLE III. TERM AND TERMINATION

A. Term

The Term of this Agreement shall commence on the Effective Date and shall continue for five (5) years, with five (5) one-year Option Periods, unless earlier terminated. Each of the Option Periods shall be exercisable at the City’s sole discretion. The City may exercise an Option Period by notifying Contractor, in writing, no later than thirty (30) days prior to the expiration of the then current Term.

B. Termination by the City for Default or Material Breach

The City may terminate this Agreement at any time, without forfeiture, waiver, or release of any other rights of the City, upon default or breach by Contractor in the performance of the work to be provided by Contractor under this Agreement or in observance of or compliance with any of the terms and conditions of this Agreement, or if the City determines that the services rendered and/or work performed by Contractor are unsatisfactory in any way. The City shall give Contractor fifteen (15) days prior written notice of such termination and an opportunity to cure the default or breach within said notice period, if not otherwise provided under a separate provision of this Agreement. If the default or breach is not timely cured, Contractor shall immediately cease or cause to be ceased all services and work. Contractor shall invoice and be paid for only those services rendered and work performed through the date of termination that are reasonably satisfactory to the City. Notwithstanding the above, Contractor shall not be relieved of liability to the City for all damages sustained by the City by reason of any breach or default of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of set-off for such damages sustained by the City, limited to contractor’s General Liability Insurance as stated in Article 1, C.

C. Termination by Contractor

Contractor shall have the right to terminate this Agreement only for substantial failure of City to perform in accordance with the terms of this Agreement. Contractor shall give the City ninety (90) days prior written notice of such termination and an opportunity to cure the default or breach within said period. If default or breach is not timely cured, Contractor shall immediately cease or cause to be ceased all services or work. Contractor shall invoice and be paid for services or work rendered through the date of termination that are reasonably satisfactory to the City.

D. Inspections, Audits, and Enforcement

1. Contractor shall maintain at all times an up-to-date and accurate cost accounting system.
2. The City, the FAA and the Comptroller General of the United States shall have the right to perform, or cause to be performed (a) audits of the books, documents, papers, and records of Contractor (the "Records" which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions); and (b) inspections of all places where services are undertaken in connection with this Agreement. Contractor shall be required to keep such Records available for such purpose for at least three (3) years after final payment is
made and all pending matters are closed under this Agreement. Nothing in this provision shall affect the time for bringing a cause of action, nor the applicable statute of limitations.

3. Contractor shall provide to the City, the FAA, and the Comptroller General of the United States all Records that the City deems necessary to assist in determining Contractor's compliance with this Agreement for audit and/or inspection purposes.

4. Contractor, upon receipt of notice that an inspection is to be made of any or all Records, work in progress or plans for future work, which relate to the services to be provided pursuant to this Agreement, shall make such Records available for inspection in Contractor's office where such Records are normally maintained, during normal business hours.

5. Contractor shall include the provisions of paragraphs 1 through 4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the City enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE IV. GENERAL PROVISIONS

A. Remedies

The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of, such right. Contractor (and any person claiming by or through Contractor) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Agreement or any Work Authorization, and not any other funds or assets of the City whatsoever.

B. Entire Agreement

This Agreement, together with all executed Work Authorizations, represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations, and Agreements, whether oral or written.

C. Independent Contractor

By executing this Agreement, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Contractor and its employees, agents, sub-contractors, and consultants shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

Contractor acknowledges its employees are not public employees for Ohio Public Employees Retirement System ("OPERS") purposes.

D. Amendments

This Agreement may be amended by mutual agreement between the City and Contractor, provided that no amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, approved by the Director of the Department of Aviation, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

E. Applicable Law and Venue

This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement and/or any Work Authorization.

F. Notices and Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified U.S. mail, postage pre-paid, to the respective party at the following address:

If to the City:        City of Dayton, Ohio
                      Department of Aviation
                      James M. Cox Dayton International Airport
                      3600 Terminal Drive, Suite 300
                      Vandalia, OH 45377
                      Attn: Director of Aviation

If to Contractor:     1505 Luna Road, Suite 100
                      Carrollton, TX 75006
                      Attn: Don Simmons

Nothing contained in this Subsection shall be construed to restrict the transmission of routine communications between the parties.
G. **Assignment and Subcontracting:**

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement. Notwithstanding, nothing contained in this Subsection G shall prevent Contractor from employing or subcontracting with independent Contractors, associates, and subcontractors to assist in the performance of the O&M Services required under any executed Work Authority; provided, that the City is satisfied with the independent contractors, associates, and/or subcontractors’ performance of such services.

H. **Lobbying and Influencing Federal Employees**

Contractor understands that under this Agreement, it will be a sub-recipient of federal funds which are or were made available to the City by virtue of federal grants (i.e., Airport Improvement Project grants) for various projects. Accordingly, Contractor agrees to the following:

1. No federal appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant and the amendment or modification of any federal grant.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal grant, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Contractor shall include the provisions contained in the above paragraphs in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. **Trade Restriction Clause**

The Contractor, by execution of this Agreement, certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any contract or subcontract for this
project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this Subsection are waived by the U.S. Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor which is unable to certify to the above. If Contractor knowingly procures or subcontractors for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct, through the City, cancellation of this Agreement at no cost to the federal government or City. Further, Contractor agrees that it will incorporate this Subsection, without modification, in all subcontracts. Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to the City if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor will require the contractor/subcontractor to agree to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor, a contractor and/or subcontractor knowingly rendered an erroneous certification, the FAA may direct, through the City, cancellation of this Agreement or any contracts/subcontracts for default at no cost to the federal government or the City. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this Subsection. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J. **Conflict of Interest**

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Contractor or any lower tier personnel is unable to certify to this statement, it shall attach an explanation to this Agreement. Contractor further agrees that it will include this clause, without modification, in all solicitations, proposals, contracts, and subcontracts.

K. **Political Contributions**

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

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

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

M. Tax Representation

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

N. Severability

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

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

CITY OF DAYTON, OHIO

[Signature]
City Manager

ELITE LINE SERVICES

By: [Signature]
Title: SR UP

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

March 15, 2017

Min. / Bk. I-14 Pg. [Signature]
Clerk of the Commission
**City Manager’s Report**

**From**
6480 - PW/Property Management

**Name**
Oregon Group Architects, Inc.

**Address**
300 South Patterson Boulevard
Dayton, Ohio 45402

**Date**
March 23, 2022

**Expense Type**
Service Agreement

**Total Amount**
$116,600.00 thru 12/31/2025

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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2022 General Obligation Debt</td>
<td>49262-6480-1159-54</td>
<td>$116,600.00</td>
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**Includes Revenue to the City**
☑ Yes

**Affirmative Action Program**
☑ Yes

**Description**

**ONE STOP ELEVATOR MODERNIZATION DESIGN & CONSTRUCTION ADMINISTRATIVE SERVICES**

The Department of Public Works request permission to enter into a Design Service Agreement with Oregon Group Architects, Inc. in the amount of $116,600.00 for professional design and construction administrative services for the elevators at One Stop, 371 West Second Street, Dayton, Ohio. This project will provide design and construction specifications to make necessary repairs and improvements to the two passenger elevators and one freight elevator at One Stop. Work will include a thorough existing elevator condition assessment and inspection, budgetary recommendations, and the creation of plans, specifications, and cost estimate for the necessary improvements. This project will also review the existing building generator and provide recommendations on replacement and improvements to provide backup power.

Oregon Group Architects, Inc. has performed elevator modernization design services at the Safety Building and Municipal Parking Garage within the last four years. In 2019 we solicited a request for proposals for the Municipal Garage elevator modernization design services and Oregon Group Architects, Inc. was the only firm to provide a response. Given their knowledge with our infrastructure, processes, and recent success of providing design services for projects that have come in at or under budget, we wish to enter into this Agreement for continuity of services.

The amount of $116,600.00 is being funded from the 2022 Elevator Modernization Fund.

This agreement commences upon execution by the City and shall terminate on December 31, 2025. The agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds is attached for $116,600.00.

**Marks, Andrew**

**Division**

**Department**

**City Manager**

**Signatures/Approval**

**Approved by City Commission**

**Clerk**

**Date**

**FORM NO. MS-16**

Updated 1/2019
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

---

Upon Execution
12/31/25
$ 116,600.00
$ 116,600.00
-

---

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

---

Amount: $ 116,600.00

Fund Code: 49262
6480
1159
54

Fund
Org
Acct
Prog
Act
Loc

Amount: ___________

Fund Code: XXXX

Fund
Org
Acct
Prog
Act
Loc

---

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architect Inc.
Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street
City
State
Zipcode + 4

Federal ID: 311043860
Commodity Code: 91815
Purpose: Professional design and construction administration services to modernize two passenger elevators and one freight elevator at the One Stop Building.

Contact Person: Chatan Robinson
Public Works/Property Management
Department/Division
3/11/2022
Date

SECTION II - to be completed by the Finance Department

---

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully

Finance Director Signature
3/14/22
Date

CF Prepared by
3/14/22
CF/CT Number

---
CITY OF DAYTON
DESIGN SERVICES AGREEMENT

THIS AGREEMENT, dated this ____ day of __________, 2022 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Oregon Group Architects, Inc. ("Consultant"), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, The City declared an emergency under Section 86 of the Dayton City Charter due to the two (2) passenger and one (1) freight elevators at the One Stop Building at 371 West Second Street Dayton, Ohio 45402 being well beyond their useful lives and posing potential safety issues; and,

WHEREAS, The City issued a Request for Proposal for Modernization Design and Construction Administration Services, attached hereto as “Exhibit A”; and,

WHEREAS, Consultant responded to the City’s Request for Proposal, setting forth that it is experienced and qualified to provide the modernization design and construction administration services, and is willing to provide such engineering design services to the City, which are described in “Exhibit B”; attached hereto; and,

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

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

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall perform and/or address the following, hereinafter referred to as the “Project”:

Knowledge and Design Considerations
a) Must have at least three (3) references for past elevator modernization and/or total replacements projects. This should also apply to any and all proposed sub-firms.
   b) Must provide ample time for code review regarding proposed improvements.
   c) Must provide ample time on site to verify and confirm all field conditions and measurements.
       a. City can provide all available documents for both locations that relate to this project, however due to the age of these elevators, these documents may not be of much use or even available. It is ultimately up to the successful Firm to ensure any documents that are provided are field checked for accuracy.
       i. Pricing shall assume no 2-D or 3-D modeling files, or floor plans are available and the creation of these are to be included in project costs.
   d) Proposed improvements shall include, but not limited to, the following:
       a. Interior Cab Improvements
       b. Door Operators
       c. Track and Hoist Way Rollers
       d. ADA Improvements
       e. Doors
       f. Cab and Hall Stations
       g. Flush Buffers
       h. Door Unlocking Devices
       i. Pit Equipment
       j. Hoist Way Cabling
k. Motor
l. Controller
m. Safety Equipment
n. Miscellaneous Penthouse/Machine Room Equipment
o. Miscellaneous Pit Equipment
p. Potential Structural Issues
q. Potential Water Penetration
r. Previous Code Violations
s. Previous Errors, Faults, and/or Maintenance Concerns
t. Mechanical, Electrical, and Plumbing Upgrades
u. Miscellaneous Fire and Smoke Detection Upgrades
v. Miscellaneous Electrical Upgrades with Building Generator (or replacement of existing
   generator, if required)
   i. This includes design for replacement of the existing generator with a new unit.
      Design will be completed as necessary to connect elevators, any IT related
      equipment, and emergency panel circuits to the proposed generator.

The Firm should include in their proposal a checklist of items to be considered in a modernization or
replacement project that they have successfully used on previous projects.

Plans and Specifications
a) Provide a preliminary report to the City with recommendations and estimated construction costs
   for each elevator. This will act as the baseline for all proposed work.

b) Provide construction plans and complete specifications (suitable for permit application) to publicly
   bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg)
   formats.

c) Provide a detailed project estimate of cost that will be bid as a lump sum not to exceed cost. The
   Firm shall be open to include any and all alternates or allowances in the bid documents.

d) The City may coordinate and perform an environmental hazardous material survey and assessment
   that will be included in the design. This may include the survey and data processing to identify
   hazardous material, final report, and any necessary design specifications for abatement to be
   included in the bid documents. The City will hire this work and any post-abatement assessments
   to be performed on an as needed basis.

Project Oversight
a) At a minimum, the successful Firm shall:
   a. Adhere to all milestones listed in the “Schedule” section below.
   b. Assist the City during the construction bidding process. This shall include:
      i. Attend any pre-bid and/or site visit meeting(s).
      ii. Aid in the development of creating and publishing necessary addenda(s).
      iii. Review and answer any questions.
      iv. Review and resolve any substitution requests.
      v. Review the bid tab, bid proposal, references, project experience, and any additional
         information for all bidders.
      vi. Apply and pay for all necessary State and Local permits application fees.
         Construction contractor shall pay for permitting fees upon pickup.
   c. During the construction phase, the Firm shall:
      i. Attend the preconstruction meeting and all progress meetings, including the record
         keeping, note taking, creation of meeting notes and agendas. For estimating
         purposes, the Firm shall anticipate at least two progress meetings per month of
         construction.
1. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.
   
i. Assist the construction contractor in field layout.
   
ii. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.
   
iii. Review project submittals and provide resolution.
   
iv. Review RFI’s and provide resolution.
   
v. Review shop drawings and provide resolution.
   
vi. Review field change orders and assist in preparation and completion.
   
vii. Prepare construction bulletins (whether owner-requested or based on differing field conditions) and evaluate contractor pricing.
   
viii. Maintain a construction allowance log.
   
ix. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.
   
xi. Evaluation of substitution requests and provide resolution.
   
xii. Assist with pay application review and approval.
   
xiii. Any necessary in-office follow up after site visits or progress meetings.
   
xiv. Attend a punch list site visit, and back punch site visit for each elevator, develop individual punch lists, and provide back punch verification.
   
xv. Perform final field inspection.
   
xvi. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.
   
xvii. Assist the construction contractor gathering and distributing to the City all owner’s manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.

All plans, specifications, and estimates necessary to publicly bid this project shall be submitted to the City no later than July 1, 2022.

All plans, drawings, photographs, sketches, and files shall become the property of the City. Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation.

The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

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

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

**ARTICLE II- COMPENSATION**

The City shall pay Consultant a sum not to exceed One Hundred Sixteen Thousand Six Hundred Dollars and Zero Cents ($116,600.00) for the Services actually provided in accordance with this Agreement. Payment will be made as itemized in the document attached hereto as “Exhibit C”. Payment
for the Services shall be based upon the total project price submitted in the Proposal. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2025, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

ARTICLE IV- INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its elected officials, officers, 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 Consultant or its employees, agents, and representatives.

ARTICLE V- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and 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, insurance compliant with the following minimums:

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, 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 or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name the City, its elected officials, officers, employees, agents, and volunteers as additional insured. All insurance policies, excluding Workers’ compensation insurance, shall contain the requirement that the 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 the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

Consultant shall provide the 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 VI- TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform according to 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 to cure acceptable to the City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and the City shall pay Consultant only for those services accepted by the City.

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

ARTICLE VII- 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: Oregon Group Architects, Inc.
300 S. Patterson Blvd.
Dayton, Ohio 45402
Attention: Kyle Zepernick, President

City: City of Dayton
Division of Property Management
101 West Third Street
Dayton, Ohio 45402
Attention: Andrew Marks

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

ARTICLE VIII- 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 the City to terminate this Agreement at its option.

ARTICLE IX- 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 marketplace or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being “private”. Such information shall be marked “confidential” and/or “proprietary” by the party providing it.

To the extent permitted by law, each party agrees that for 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 Article 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) that is or becomes publicly available through no breach of this Agreement by the other party, (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 a party to this Agreement.

ARTICLE X - 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.

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.

The parties further acknowledge that the City may not use Consultant’s work product for any project or applications other than the Project referenced herein, without the expressed written permission of Consultant.

ARTICLE XI - GENERAL PROVISIONS

A. Waiver

A waiver by either 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 will not affect the waiving party’s rights with respect to any other or further breach.

B. Delay

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; 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 the 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 the City’s designees at such times designated by the City to review and discuss performance of this Agreement. Consultant shall cooperate with the 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 the City as an “independent contractor.” As an independent contractor for the 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 the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

F. Assignment

Consultant may 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 Paragraph 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 the 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 the City and Consultant, approved by the City’s Director of Central Services, 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 the terms and conditions of this Agreement shall control.
J. **Entire Agreement/Integration**

This Agreement represents the entire and integrated agreement between the 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.

K. **Political Contributions**

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

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

---

**CITY OF DAYTON, OHIO**

__________________________  __________________________
City Manager  Title

**OREGON GROUP ARCHITECTS, INC.**

Kyle Zepernick

---

**APPROVED AS TO FORM**

**AND CORRECTNESS:**

3/10/2022

John Musto for

City Attorney

---

**APPROVED BY THE COMMISSION**

**OF THE CITY OF DAYTON, OHIO:**

__________________________
Min. Bk. Pg.

__________________________
Clerk of the Commission
Exhibit A Request for Proposals (RFP) No. 22-001aPWPM
City of Dayton, Ohio
Department of Public Works
Division of Property Management

One Stop Elevator Modernization Design & Construction Administration Services

REQUEST FOR PROPOSALS (RFP) No. 22-001aPWPM
FEBRUARY 2022
TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS ................................................................................................. 1

1.01 COMMUNICATIONS REGARDING THIS PROJECT ......................................................................... 1
1.02 RFP SCHEDULE ............................................................................................................................. 1
1.03 SITE VISIT .................................................................................................................................. 1
1.04 SUBMITTING A PROPOSAL .......................................................................................................... 1
1.05 REQUIRED PROPOSAL CONTENTS ............................................................................................ 1

SECTION 2 – SCOPE OF PROJECT ......................................................................................................... 2

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION ....................................................................... 2
2.02 BACKGROUND INFORMATION .................................................................................................. 2
2.03 SCOPE OF WORK/REQUIREMENTS ............................................................................................ 2
2.04 PRICING STRUCTURE .................................................................................................................. 4

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS ............................................. 4

3.01 TAX EXEMPTION ........................................................................................................................... 4
3.02 PROPOSER AFFIDAVIT .................................................................................................................. 4
3.03 PROCUREMENT ENHANCEMENT PROGRAM ............................................................................. 4
3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY ............................................................... 4
3.05 PROPOSER’S INCURRED COSTS .................................................................................................. 5
3.06 AFFIRMATIVE ACTION ASSURANCE (AAA) .......................................................................... 5
3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES ....................................... 5

ARTICLE 1. TERM ................................................................................................................................... 5

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM ....................................................................... 5

ARTICLE 3. COMPENSATION ............................................................................................................. 5

ARTICLE 4. CITY’S RESPONSIBILITIES ............................................................................................. 5

ARTICLE 5. STANDARD OF CARE ....................................................................................................... 5

ARTICLE 6. INDEMNIFICATION ......................................................................................................... 5

ARTICLE 7. INSURANCE ...................................................................................................................... 6

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY ......................................... 6

ARTICLE 9. TERMINATION .................................................................................................................. 6

ARTICLE 10. STANDARD TERMS ....................................................................................................... 6

A. DELAY IN PERFORMANCE ............................................................................................................. 6
B. GOVERNING LAW AND VENUE ...................................................................................................... 7
C. COMMUNICATIONS ........................................................................................................................ 7
D. EQUAL EMPLOYMENT OPPORTUNITY ........................................................................................... 7
E. WAIVER .......................................................................................................................................... 7
F. SEVERABILITY ................................................................................................................................... 7
G. INDEPENDENT FIRM ...................................................................................................................... 7

H. ASSIGNMENT .................................................................................................................................. 8
I. THIRD PARTY RIGHTS .................................................................................................................... 8
J. AMENDMENT .................................................................................................................................... 8

K. POLITICAL CONTRIBUTIONS .......................................................................................................... 8
L. INTEGRATION ................................................................................................................................... 8

M. PCI COMPLIANCE .......................................................................................................................... 8

N. LIVING WAGE ORDINANCE .......................................................................................................... 9

EXHIBIT A – LETTER OF TRANSMITTAL ............................................................................................. 10
SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

   City of Dayton, Procurement Division  
   Andrew Marks  
   101 West Third Street  
   Dayton, Ohio 45402  
   Telephone: (937) 333-4010  
   E-Mail: andrew.marks@daytonohio.gov

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

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

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>February, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Meeting &amp; Site Visit:</td>
<td>Please schedule with Andrew Marks at your earliest convenience.</td>
</tr>
<tr>
<td>Due Date for Proposals:</td>
<td>At your earliest convenience.</td>
</tr>
</tbody>
</table>

1.03 SITE VISIT. The City shall conduct a site visit. The site visit is listed in Section 1.02 (RFP Schedule). The intent of the site visit is to:

- Review the project locations and allow the opportunity to view each elevator and site conditions.
- Ask questions.

1.04 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to andrew.marks@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: RFP No 22-001aPWPM- One Stop Elevator Modernization Design & Construction Administration Services, RFP No 22-001a Part 1, RFP No. 22-001a Part 2, and so forth.

1.05 REQUIRED PROPOSAL CONTENTS. Please include the following in your proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorization signature for the proposal. The letter must briefly summarize the vendor’s ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.

- **Company Profile and Background.** Provide the following information as it relates to Section 2.03:
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list any lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Complete Form found in Exhibit A.

- **Proposal Response** as per Section 2.

- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city’s RFP are to be identified and failure to do so shall make the proposal non-responsive. City’s standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Public Works, is seeking proposals for professional elevator modernization design and construction administration services for specified elevators at One Stop. Location for this work includes (2) passenger and (1) freight elevator at One Stop located at 371 West Second Street. The City is seeking a “turn-key” project approach that will completely modernize or reconstruct the elevators including cabs, hoist way equipment, machine room equipment and controls, safety equipment, shaft and pit work, and all necessary mechanical, electrical, and plumbing upgrades to meet current State Codes and all applicable Americans with Disabilities Act (ADA) regulations.

2.02 BACKGROUND INFORMATION. The three (3) elevators at One Stop are the last elevators to be modernized in the City’s general facilities. All elevators have 1 door and serve 5 landings. The freight elevator has been sealed shut since around 2011. Both passenger elevators are a continuous maintenance worry with ongoing service calls and maintenance issues. The One Stop facility has seen an growing number of visitors and the need for reliable and safe elevators is a must.

2.03 SCOPE OF WORK/REQUIREMENTS. The successful outcome of this project would include all necessary improvements, modernizations, and/or total replacements to the following elevators: One Stop Passenger Elevator #1 (State ID #18108), One Stop Passenger Elevator #2 (State ID #18109), and One Stop Freight Elevator (State ID #18110). The overall goals are to utilize innovative solutions to improve the efficiency, ride, aesthetics, and reduce short-term and long-term maintenance.

Knowledge and Design Considerations

a) Must have at least three (3) references for past elevator modernization and/or total replacements projects. This should also apply to any and all proposed subfirms.

b) Must provide ample time for code review in regards to proposed improvements.

c) Must provide ample time on site to verify and confirm all field conditions and measurements.

a. City can provide all available documents for both locations that relate to this project, however due to the age of these elevators, these documents may not be of much use or even available. It is ultimately up to the successful Firm to ensure any documents that are provided are field-checked for accuracy.

i. Pricing shall assume no 2-D or 3-D modeling files or floor plans are available and the creation of these are to be included in project costs.

d) Proposed improvements shall include, but not limited to, the following:

a. Interior Cab Improvements
b. Door Operators
c. Track and Hoist Way Rollers
d. ADA Improvements
e. Doors
f. Cab and Hall Stations
g. Flush Buffers
h. Door Unlocking Devices
i. Pit Equipment
j. Hoist Way Cabling
k. Motor
l. Controller
m. Safety Equipment
n. Miscellaneous Penthouse/Machine Room Equipment
o. Miscellaneous Pit Equipment
p. Potential Structural Issues
q. Potential Water Penetration
r. Previous Code Violations
s. Previous Errors, Faults, and/or Maintenance Concerns
t. Mechanical, Electrical, and Plumbing Upgrades
u. Miscellaneous Fire and Smoke Detection Upgrades
v. Miscellaneous Electrical Upgrades with Building Generator (or replacement of existing generator, if required)
The Firm should include in their proposal a checklist of items to be considered in a modernization or replacement project that they have successfully used on previous projects.

Plans and Specifications
a) Provide a preliminary report to the City with recommendations and estimated construction costs for each elevator. This will act as the baseline for all proposed work.
b) Provide construction plans and complete specifications (suitable for permit application) to publicly bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
c) Provide a detailed project estimate of cost that will be bid as a lump sum not to exceed cost. The Firm shall be open to include any and all alternates or allowances in the bid documents.
d) The Firm shall coordinate and perform an environmental hazardous material survey and assessment that will be included in the design. This shall include the survey and data processing to identify hazardous material, final report, and any necessary design specifications for abatement to be included in the bid documents. The City will hire any post-abatement assessments to be performed on an as needed basis.

Project Oversight
a) At a minimum, the successful Firm shall:
   a. Adhere to all milestones listed in the “Schedule” section below.
   b. Assist the City during the construction bidding process. This shall include:
      i. Attend any pre-bid and/or site visit meeting(s).
      ii. Aid in the development of creating and publishing necessary addenda(s).
      iii. Review and answer any questions.
      iv. Review and resolve any substitution requests.
      v. Review the bid tab, bid proposal, references, project experience, and any additional information for all bidders.
      vi. Apply and pay for all necessary State and Local permits application fees. Construction contractor shall pay for permitting fees upon pickup.
   c. During the construction phase, the Firm shall:
      i. Attend the preconstruction meeting and all progress meetings, including the record keeping, note taking, creation of meeting notes and agendas. For estimating purposes, the Firm shall anticipate at least two progress meetings per month of construction.
         1. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.
      ii. Assist the construction contractor in field layout.
      iii. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.
      iv. Review project submittals and provide resolution.
      v. Review RFI’s and provide resolution.
      vi. Review shop drawings and provide resolution.
      vii. Review field change orders and assist in preparation and completion.
      viii. Prepare construction bulletins (whether owner-requested or based on differing field conditions) and evaluate contractor pricing.
      ix. Maintain a construction allowance log.
      x. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.
      xi. Evaluation of substitution requests and provide resolution.
      xii. Assist with pay application review and approval.
      xiii. Any necessary in-office follow up after site visits or progress meetings.
      xiv. Attend a punch list site visit, and back punch site visit for each elevator, develop individual punch lists, and provide back punch verification.
      xv. Perform final field inspection.
      xvi. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.
      xvii. Assist the construction contractor gathering and distributing to the City all owner’s manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.

SCHEDULE
The design for the elevator modernizations must be started as soon as practical. Enough time shall be given for proper code review prior to soliciting pricing for the trade work. The City would like construction on the freight elevator and
one passenger elevator at One Stop to begin as expeditiously as possible. The Firm is to provide a schedule, including dates, in their proposal that shows every attempt to expedite this project to meet the following milestones:

- Initial project kick-off meeting to determine exact scope of work.
- 25% review. This would review the findings and report from Item a) in the Plans and Specifications section above and review any code issues.
- 75% review, including estimated construction costs by trade.
- 100% review with final construction costs. Final construction/bid set of drawings and specifications to be signed and stamped for all permit application(s) and public bidding. At this time all permit application(s) shall be applied and paid for by the Firm.
  - Prior to bidding, the Firm shall respond and provide information or revised drawings to the Plans Examiner based upon any comments or questions during permit review.
- Public Bidding Phase (to begin no sooner than three-four weeks after 100% milestone, or once permit(s) is approved, whichever comes first):
  - Week #1: first week of advertisement (Monday).
  - Week #2: second week of advertisement (Monday) and site visit (Tuesday preferred).
    - Site visit can be voluntary or mandatory, to be determined prior to bidding.
  - Week #3: open bids online (Thursday).
  - Week #4: open bids online (Thursday). This can be utilized if the Firm believes additional time is needed for the bidding phase.
- Contract Award Phase:
  - Award construction contract at City Commission meeting (Wednesday), typically four to five weeks after bids are opened.
  - Notice to Proceed is issued to construction contractor, on average two-three weeks after award.
- Final Completion of Construction no later than December 31, 2024.

2.04 PRICING STRUCTURE.

Prices proposed will remain Firm for acceptance within 180 calendar days after the RFP closing date.

Cost Proposal/Item Pricing

Complete One Stop Elevator Modernization Design & Construction Administration Services $____________________

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

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

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

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

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

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

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2024, whichever date is earlier (“Original Term”).

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. CITY’S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION
Firm shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Firm and its agents, employees, Farms, sub-Firms and representatives in undertaking and performing the Services.

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

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Firm as part of the Services shall become the sole and exclusive property of the City upon payment. However, Firm shall have the unrestricted right to their use.

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

ARTICLE 9. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Firm to perform in accordance with the terms of this Agreement. Firm shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement for the City’s convenience upon thirty (30) days prior written notice to Firm. In the event of termination by the City hereunder, the City will pay Firm for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS
A. DELAY IN PERFORMANCE
Neither the City nor Firm shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war,
riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Firm under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, Firms, sub-Firms and/or representatives.

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

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

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

Company Name: ____________________________
Address: __________________________________
City, State Zip Code ___________________________
Attention: ____________________________
Title: ______________________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
   a. Completed by a qualified professional payment card processing Firm acceptable and approved by the City of Dayton; and,

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Officer.docx?agreement=true&time=1493826893795).

   Selection one of the following and initial on the adjacent line:
   [ ] Not Applicable ("N/A") ____________________

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

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

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

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

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

Entity Name: ____________________________________________

Street Address: __________________________________________

City, State, Zip: ___________________________________________

Proposer’s Phone Number: ________________________________

Proposer’s Fax Number: ________________________________

Proposer’s E-mail Address: ________________________________

Form of Ownership

☐ Sole Proprietorship  ☐ Franchise  ☐ Partnership  ☐ Corporation

☐ Joint Venture  ☐ LLC  ☐ Other (Specify): ________________________________

If a corporation, state of incorporation: ________________________________

Federal Identification Number (or SSN if sole proprietorship): ________________________________

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: ____________________________________________

PRINTED NAME AND TITLE: ____________________________________________

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

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: 

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

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<tr>
<th>Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:</th>
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Local Office of Proposer: Office in/nearest to Dayton, Ohio:  

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

Key Personnel:

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<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
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City of Dayton, Ohio
Request for Proposals
EXHIBIT B – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: ________________________________
Bidding Company: ___________________________________
Address: __________________________________________

Signature/Title: _____________________________________
Federal I.D.#: _______________________________________
Phone No.: _________________________________________
Fax No.: ___________________________________________
EXHIBIT C - BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # __________________________
2. ☐ Corporate Earnings FEIN # __________________________
3. ☐ Individual Ownership Earnings SSN # __________________________
4. ☐ Partnership Earnings FEIN # __________________________

Company Name_________________________________________ Phone # __________________________
Mailing Address__________________________________________ City_________ St_________ Zip_________
Local Business Address____________________________________ City_________ St_________ Zip_________

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

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

Withholding Information "Quarterly Withholding cannot exceed $600.00"

Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction __________________________
Do you submit withholdings QUARTERLY* or MONTHLY? __________________________
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

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

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

Full name of Owner of Company __________________________
If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner __________________________
If you are not liable to pay taxes in our jurisdiction, please explain why __________________________

Signature_________________________________ Title_________________________________ Date __________________________

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2606, Dayton, Ohio 45401
(937) 333-3600 – Fax (937) 333-4280

CS-25c
Exhibit B Oregon Group Architects, Inc. Proposal
City of Dayton, Ohio
Department of Public Works
Division of Property Management

One Stop Elevator Modernization Design & Construction Administration Services

REQUEST FOR PROPOSALS (RFP) No. 22-001aPWPM
FEBRUARY 2022
TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS ......................................................................................... 1
  1.01 COMMUNICATIONS REGARDING THIS PROJECT .............................................................. 1
  1.02 RFP SCHEDULE .................................................................................................................... 1
  1.03 SITE VISIT .......................................................................................................................... 1
  1.04 SUBMITTING A PROPOSAL ............................................................................................... 2
  1.05 REQUIRED PROPOSAL CONTENTS ................................................................................. 1

SECTION 2 – SCOPE OF PROJECT .......................................................................................... 2
  2.01 PURPOSE AND NEED / PROJECT DESCRIPTION ............................................................ 2
  2.02 BACKGROUND INFORMATION ....................................................................................... 2
  2.03 SCOPE OF WORK / REQUIREMENTS .............................................................................. 2
  2.04 PRICING STRUCTURE ........................................................................................................ 4

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS ......................... 4
  3.01 TAX EXEMPTION .................................................................................................................. 4
  3.02 PROPOSER AFFIDAVIT ........................................................................................................ 4
  3.03 PROCUREMENT ENHANCEMENT PROGRAM ................................................................... 4
  3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY .................................................... 4
  3.05 PROPOSER’S INCURRED COSTS ........................................................................................ 5
  3.06 AFFIRMATIVE ACTION ASSURANCE (AAA) ................................................................. 5
  3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES ...................... 5

ARTICLE 1. TERM .......................................................................................................................... 5

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM .............................................................. 5

ARTICLE 3. COMPENSATION ...................................................................................................... 5

ARTICLE 4. CITY’S RESPONSIBILITIES .................................................................................... 5

ARTICLE 5. STANDARD OF CARE ........................................................................................... 5

ARTICLE 6. INDEMNIFICATION ............................................................................................... 5

ARTICLE 7. INSURANCE ............................................................................................................ 6

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY ....................... 6

ARTICLE 9. TERMINATION .......................................................................................................... 6

ARTICLE 10. STANDARD TERMS .............................................................................................. 6

  A. DELAY IN PERFORMANCE .................................................................................................. 6
  B. GOVERNING LAW AND VENUE ....................................................................................... 7
  C. COMMUNICATIONS ............................................................................................................. 7
  D. EQUAL EMPLOYMENT OPPORTUNITY .............................................................................. 7
  E. WAIVER .................................................................................................................................. 7
  F. SEVERABILITY ....................................................................................................................... 7
  G. INDEPENDENT FIRM ............................................................................................................ 7
  H. ASSIGNMENT ...................................................................................................................... 8
  I. THIRD PARTY RIGHTS ......................................................................................................... 8
  J. AMENDMENT ....................................................................................................................... 8
  K. POLITICAL CONTRIBUTIONS ............................................................................................. 8
  L. INTEGRATION ....................................................................................................................... 8
  M. PCI COMPLIANCE ............................................................................................................... 8
  N. LIVING WAGE ORDINANCE ............................................................................................... 9

EXHIBIT A – LETTER OF TRANSMITTAL .................................................................................. 10
SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

City of Dayton, Procurement Division
Andrew Marks
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4010
E-Mail: andrew.marks@daytonohio.gov

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

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

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>February, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Meeting &amp; Site Visit:</td>
<td>Please schedule with Andrew Marks at your earliest convenience.</td>
</tr>
<tr>
<td>Due Date for Proposals:</td>
<td>At your earliest convenience.</td>
</tr>
</tbody>
</table>

1.03 SITE VISIT. The City shall conduct a site visit. The site visit is listed in Section 1.02 (RFP Schedule). The intent of the site visit is to:

- Review the project locations and allow the opportunity to view each elevator and site conditions.
- Answer questions.

1.04 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to andrew.marks@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: RFP No 22-001aPWPM- One Stop Elevator Modernization Design & Construction Administration Services, RFP No 22-001a Part 1, RFP No. 22-001a Part 2, and so forth.

1.05 REQUIRED PROPOSAL CONTENTS. Please include the following in your proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor’s ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information as it relates to Section 2.03:
  - State the legal make-up of your company: sole proprietorship, partnership, corporation, etc.
  - Please list any Lawsuits that you are currently engaged in. Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city’s RFP are to be identified and failure to do so shall make the proposal non-responsive. City’s standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Public Works, is seeking proposals for professional elevator modernization design and construction administration services for specified elevators at One Stop. Location for this work includes (2) passenger and (1) freight elevator at One Stop located at 371 West Second Street. The City is seeking a “turn-key” project approach that will completely modernize or reconstruct the elevators including cabs, hoist way equipment, machine room equipment and controls, safety equipment, shaft and pit work, and all necessary mechanical, electrical, and plumbing upgrades to meet current State Codes and all applicable Americans with Disabilities Act (ADA) regulations.

2.02 BACKGROUND INFORMATION. The three (3) elevators at One Stop are the last elevators to be modernized in the City’s general facilities. All elevators have 1 door and serve 5 landings. The freight elevator has been sealed shut since around 2011. Both passenger elevators are a continuous maintenance worry with ongoing service calls and maintenance issues. The One Stop facility has seen an growing number of visitors and the need for reliable and safe elevators is a must.

2.03 SCOPE OF WORK / REQUIREMENTS. The successful outcome of this project would include all necessary improvements, modernizations, and/or total replacements to the following elevators: One Stop Passenger Elevator #1 (State ID #18108), One Stop Passenger Elevator #2 (State ID #18109), and One Stop Freight Elevator (State ID #18110). The overall goals are to utilize innovative solutions to improve the efficiency, ride, aesthetics, and reduce short-term and long-term maintenance.

Knowledge and Design Considerations
a) Must have at least three (3) references for past elevator modernization and/or total replacements projects.
   This should also apply to any and all proposed subsfrms.
b) Must provide ample time for code review in regards to proposed improvements.
c) Must provide ample time on site to verify and confirm all field conditions and measurements.
   a. City can provide all available documents for both locations that relate to this project, however due
      to the age of these elevators, these documents may not be of much use or even available. It is ultimately
      up to the successful Firm to ensure any documents that are provided are field-checked for accuracy.
      i. Pricing shall assume no 2-D or 3-D modeling files or floor plans are available and the
         creation of these are to be included in project costs.
d) Proposed improvements shall include, but not limited to, the following:
   a. Interior Cab Improvements
   b. Door Operators
   c. Track and Hoist Way Rollers
   d. ADA Improvements
   e. Doors
   f. Cab and Hall Stations
   g. Flush Buffers
   h. Door Unlocking Devices
   i. Pit Equipment
   j. Hoist Way Cabling
   k. Motor
   l. Controller
   m. Safety Equipment
   n. Miscellaneous Penthouse/Machine Room Equipment
   o. Miscellaneous Pit Equipment
   p. Potential Structural Issues
   q. Potential Water Penetration
   r. Previous Code Violations
   s. Previous Errors, Faults, and/or Maintenance Concerns
   t. Mechanical, Electrical, and Plumbing Upgrades
   u. Miscellaneous Fire and Smoke Detection Upgrades
   v. Miscellaneous Electrical Upgrades with Building Generator (or replacement of existing generator,
      if required)
The Firm should include in their proposal a checklist of items to be considered in a modernization or replacement project that they have successfully used on previous projects.

**Plans and Specifications**

a) Provide a preliminary report to the City with recommendations and estimated construction costs for each elevator. This will act as the baseline for all proposed work.

b) Provide construction plans and complete specifications (suitable for permit application) to publicly bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.

c) Provide a detailed project estimate of cost that will be bid as a lump sum not to exceed cost. The Firm shall be open to include any and all alternates or allowances in the bid documents.

d) The Firm shall coordinate and perform an environmental hazardous material survey and assessment that will be included in the design. This shall include the survey and data processing to identify hazardous material, final report, and any necessary design specifications for abatement to be included in the bid documents. The City will hire any post-abatement assessments to be performed on an as needed basis.

**Project Oversight**

a) At a minimum, the successful Firm shall:

   a. Adhere to all milestones listed in the “Schedule” section below.

   b. Assist the City during the construction bidding process. This shall include:

      i. Attend any pre-bid and/or site visit meeting(s).

      ii. Aid in the development of creating and publishing necessary addenda(s).

      iii. Review and answer any questions.

      iv. Review and resolve any substitution requests.

      v. Review the bid tab, bid proposal, references, project experience, and any additional information for all bidders.

      vi. Apply and pay for all necessary State and Local permits application fees. Construction contractor shall pay for permitting fees upon pickup.

   c. During the construction phase, the Firm shall:

      i. Attend the preconstruction meeting and all progress meetings, including the record keeping, note taking, creation of meeting notes and agendas. For estimating purposes, the Firm shall anticipate at least two progress meetings per month of construction.

         1. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.

      ii. Assist the construction contractor in field layout.

      iii. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.

      iv. Review project submittals and provide resolution.

      v. Review RFI’s and provide resolution.

      vi. Review shop drawings and provide resolution.

      vii. Review field change orders and assist in preparation and completion.

      viii. Prepare construction bulletins (whether owner-requested or based on differing field conditions) and evaluate contractor pricing.

      ix. Maintain a construction allowance log.

      x. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.

      xi. Evaluation of substitution requests and provide resolution.

      xii. Assist with pay application review and approval.

      xiii. Any necessary in-office follow up after site visits or progress meetings.

      xiv. Attend a punch list site visit, and back punch site visit for each elevator, develop individual punch lists, and provide back punch verification.

      xv. Perform final field inspection.

      xvi. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.

      xvii. Assist the construction contractor gathering and distributing to the City all owner’s manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.

**SCHEDULE**

The design for the elevator modernizations must be started as soon as practical. Enough time shall be given for proper code review prior to soliciting pricing for the trade work. The City would like construction on the freight elevator and
one passenger elevator at One Stop to begin as expeditiously as possible. The Firm is to provide a schedule, including dates, in their proposal that shows every attempt to expedite this project to meet the following milestones:

- Initial project kick-off meeting to determine exact scope of work.
- 25% review. This would review the findings and report from Item a) in the Plans and Specifications section above and review any code issues.
- 75% review, including estimated construction costs by trade.
- 100% review with final construction costs. Final construction/bid set of drawings and specifications to be signed and stamped for all permit application(s) and public bidding. At this time all permit application(s) shall be applied and paid for by the Firm.
  - Prior to bidding, the Firm shall respond and provide information or revised drawings to the Plans Examiner based upon any comments or questions during permit review.
- Public Bidding Phase (to begin no sooner than three-four weeks after 100% milestone, or once permit(s) is approved, whichever comes first):
  - Week #1: first week of advertisement (Monday).
  - Week #2: second week of advertisement (Monday) and site visit (Tuesday preferred).
    - Site visit can be voluntary or mandatory, to be determined prior to bidding.
  - Week #3: open bids online (Thursday).
  - Week #4: open bids online (Thursday). This can be utilized if the Firm believes additional time is needed for the bidding phase.
- Contract Award Phase:
  - Award construction contract at City Commission meeting (Wednesday), typically four to five weeks after bids are opened.
  - Notice to Proceed is issued to construction contractor, on average two-three weeks after award.
- Final Completion of Construction no later than December 31, 2024.

2.04 Pricing Structure.
Prices proposed will remain Firm for acceptance within 180 calendar days after the RFP closing date.

➢ Cost Proposal/ Item Pricing

Complete One Stop Elevator Modernization Design & Construction Administration Services $_________________

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

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

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

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

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

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

3.07 **STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

**ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2024, whichever date is earlier (“Original Term”).

**ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM**

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

**ARTICLE 3. COMPENSATION**

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

**ARTICLE 4. CITY’S RESPONSIBILITIES**

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

**ARTICLE 5. STANDARD OF CARE**

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

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

**ARTICLE 6. INDEMNIFICATION**
Firm shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Firm and its agents, employees, Firms, sub-Firms and representatives in undertaking and performing the Services.

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

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Firm as part of the Services shall become the sole and exclusive property of the City upon payment. However, Firm shall have the unrestricted right to their use.

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

ARTICLE 9. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Firm to perform in accordance with the terms of this Agreement. Firm shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement for the City’s convenience upon thirty (30) days prior written notice to Firm. In the event of termination by the City hereunder, the City will pay Firm for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS
A. DELAY IN PERFORMANCE
Neither the City nor Firm shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war,
riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, access, or services required to be provided by either the City or Firm under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, Firms, sub-Firms and/or representatives.

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

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

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Oregon Group Architects, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>300 S. Patterson Blvd.</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Dayton, OH 45402</td>
</tr>
<tr>
<td>Attention:</td>
<td>Kyle Zepernick</td>
</tr>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
   a. Completed by a qualified professional payment card processing Firm acceptable and approved by the City of Dayton; and,

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Officer.docx?agreement=true&time=1493826893795).

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

☐ Not Applicable ("N/A")  KZ
[ ] Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton.

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

[☒] YES [ ] NO [ ] Not Applicable (“N/A”) 

City of Dayton, Ohio
Request for Proposals
City of Dayton, Ohio
Department of Public Works
ONE STOP ELEVATOR MODERNIZATION DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
RFP No. 22-001aPWPM
February, 2022

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: Oregon Group Architects, Inc.

Street Address: 300 S. Patterson Blvd.

City, State, Zip: Dayton, OH 45402

Proposer’s Phone Number: 937-228-1511

Proposer’s Fax Number: 937-228-9669

Proposer’s E-mail Address: kzepernick@oreongroup.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): 31-1043860

Please include your IRS Form W9 with your proposal.

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

☐ Yes ☐ No

SIGNATURE: ____________________________

PRINTED NAME AND TITLE: Kyle Zepernick President

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

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: Oregon Group Architects, Inc.

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

<table>
<thead>
<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Services</td>
<td>40</td>
<td>3</td>
</tr>
</tbody>
</table>

If a corporation, state of incorporation: Ohio

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

None

Local Office of Proposer: Office in/nearest to Dayton, Ohio: 300 S. Patterson Blvd. Dayton, OH

Federal Identification Number (or SSN if sole proprietorship): #.#######

31-1043860

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>Kyle Zepernick</td>
<td>President</td>
<td>300 S. Patterson Blvd.</td>
<td>Yes</td>
</tr>
<tr>
<td>Ryan Traxler</td>
<td>Designer</td>
<td>300 S. Patterson Blvd.</td>
<td>No</td>
</tr>
</tbody>
</table>

City of Dayton, Ohio
Request for Proposals
EXHIBIT B – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: RFP #22-001aPWPM
Bidding Company: Oregon Group Architects, Inc.
Address: 300 S. Patterson Blvd.
Dayton, OH 45402
Signature/Title: President
Federal I.D. #: 31-1043860
Phone No.: 937-228-1511
Fax No.:
Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)
1. ☒ Employee Withholding   FEIN # 31-1043860
2. ☒ Corporate Earnings     FEIN # 31-1043860
3. ☐ Individual Ownership Earnings
4. ☐ Partnership Earnings   FEIN #

Company Name: Oregon Group Architects, Inc.
Mailing Address: 300 S. Patterson Blvd. Dayton OH 45402
Local Business Address: 300 S. Patterson Blvd. Dayton OH 45402
Phone #: 937-228-1511

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

Date Business Started in Our Taxing Jurisdiction: 1982
Your Accounting Period? Calendar Year ☐ or Fiscal Year ending on: ☒

Withholding Information: Quarterly Withholding cannot exceed $600.00
- Do you have employees? Yes ☒ or No ☐ Date First Employee Started Working in Our Jurisdiction: 1982
- Do you submit withholdings QUARTERLY* or MONTHLY? ☒ Quarterly
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☒

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

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

Full name of Owner of Company: Kyle Zepernick
If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

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

Signature: ___________________ Title: President Date: 3-4-22

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 – Fax (937) 333-4260

City of Dayton, Ohio Request for Proposals 13
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Assigned Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Team NTP</td>
<td>Thu 3/24/22</td>
<td>Thu 3/24/22</td>
<td>City of Dayton</td>
</tr>
<tr>
<td>2</td>
<td>Field Measure / Assessment Report</td>
<td>Thu 3/24/22</td>
<td>Fri 4/15/22</td>
<td>OGA, Tri-Tech, Lerch Bates</td>
</tr>
<tr>
<td>4</td>
<td>Construction Documents</td>
<td>Fri 5/6/22</td>
<td>Fri 5/20/22</td>
<td>OGA, Tri-Tech, Lerch Bates</td>
</tr>
<tr>
<td>5</td>
<td>Bidding</td>
<td>Fri 5/20/22</td>
<td>Tue 6/28/22</td>
<td>OGA, City of Dayton</td>
</tr>
<tr>
<td>6</td>
<td>Advertise</td>
<td>Sun 5/22/22</td>
<td>Sun 5/22/22</td>
<td>City of Dayton</td>
</tr>
<tr>
<td>7</td>
<td>Advertise</td>
<td>Sun 5/29/22</td>
<td>Sun 5/29/22</td>
<td>City of Dayton</td>
</tr>
<tr>
<td>8</td>
<td>Pre-Bid?</td>
<td>Tue 5/31/22</td>
<td>Tue 5/31/22</td>
<td>OGA, City of Dayton</td>
</tr>
<tr>
<td>9</td>
<td>Advertise</td>
<td>Sun 6/5/22</td>
<td>Sun 6/5/22</td>
<td>City of Dayton</td>
</tr>
<tr>
<td>10</td>
<td>Bids Due</td>
<td>Tue 6/28/22</td>
<td>Tue 6/28/22</td>
<td>OGA, Contractor, City of Dayton</td>
</tr>
<tr>
<td>11</td>
<td>Award Contract</td>
<td>Tue 7/19/22</td>
<td>Tue 7/19/22</td>
<td>City of Dayton</td>
</tr>
<tr>
<td>12</td>
<td>Elevator Submittals, Shop Dwg, Approvals - 8 Weeks</td>
<td>Tue 7/26/22</td>
<td>Tue 9/20/22</td>
<td>Contractor</td>
</tr>
<tr>
<td>13</td>
<td>Elevator Manufacturing - 22 Weeks</td>
<td>Tue 9/20/22</td>
<td>Tue 2/21/23</td>
<td>Contractor</td>
</tr>
<tr>
<td>14</td>
<td>Car #1 Elevator Install</td>
<td>Wed 2/22/23</td>
<td>Wed 5/17/23</td>
<td>Contractor</td>
</tr>
<tr>
<td>15</td>
<td>Car #2 Elevator Install</td>
<td>Wed 5/17/23</td>
<td>Wed 8/22/23</td>
<td>Contractor</td>
</tr>
<tr>
<td>16</td>
<td>Car #3 Freight Elevator Install</td>
<td>Wed 8/2/23</td>
<td>Wed 10/18/23</td>
<td>Contractor</td>
</tr>
<tr>
<td>17</td>
<td>Construction Completed</td>
<td>Tue 10/24/23</td>
<td>Tue 10/24/23</td>
<td>Contractor</td>
</tr>
</tbody>
</table>
Exhibit C Pricing Schedule
PROJECT FEE SCHEDULE

Hourly rates as follows

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$170.00</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$130.00</td>
</tr>
<tr>
<td>Draftsman</td>
<td>$135.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 60.00</td>
</tr>
</tbody>
</table>

A. Tasks
1. Existing Conditions Assessment – 15% $15,750.00
2. Schematic Design – 15% $15,750.00
3. Design Development – 15% $15,750.00
4. Construction Documents – 25% $26,250.00
5. Bidding – 5% $ 5,250.00
6. Construction Administration – Review Progress During Construction, Meetings, etc. – 25% $26,250.00

FEES SUBTOTAL $105,000.00

7. Reimbursable Expenses $ 4,600.00

TOTAL PROJECT FEES BASIC SERVICES $109,600.00

B. Reimbursables/ Additional Services Estimates

The following items are included in the Reimbursable Expenses line item above. These reimbursable items will be billed at our cost with no mark-up. Contractor shall pay for their own copies of bidding documents and all permit fees.

1. Costs associated with Owner requested reproduction $ 300.00
2. Phone, fax, postage, mileage, etc. $ 300.00
3. Fees required by governmental jurisdictions including Building Permit application fees $ 4,000.00
4. Hazardous Materials Assessment & Report By Owner $ 0.00

Total: $ 4,600.00

B. Optional Design Fees:
1. Generator Replacement Design Add $7,000.00
   Includes design for replacement of existing generator with new unit. Design as necessary to connect elevators, I.T. Closet critical equipment power and emergency panel circuits to generator.
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name Transmap Corporation

Address 5030 Transamerica Drive

Columbus, Ohio 43228

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

General Capital 40030-6450-1159-54 $157,407.58

Date March 23, 2022

Expense Type Service Agreement

Total Amount $157,407.58 (thru 12/31/2025)

Includes Revenue to the City Yes No

Affirmative Action Program Yes No N/A

Description

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

The Department of Public Works is recommending Transmap Corporation to reinpect the entire City road network, to ensure the data remains consistent through the use of a singular algorithm allowing the City to objectively report the progress of the Issue 9 Earned Income Tax Increase. Transmap Corporation previously inspected the entire City road network in 2017 and 2020.

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). The PCI is a numerical value between 0 (worst) and 100 (best), used to indicate the general conditions of the pavement. This data will be used to track performance, report street network progress and plan future maintenance and repaving strategies on City streets.

In 2016 Public Works sent out a Request for Proposals RFP #17010S (RFP) to have the entire City road network rated based on pavement condition. From this RFP several vendors were considered, with Transmap Corporation being selected. This rating serves as the baseline metric for the success of the Issue 9 Earned Income Tax Increase passed in 2016.

This agreement is being funded by Issue 9 Residential Resurfacing Funds in the amount of $157,407.58. The agreement commences upon execution by the City and shall terminate on December 31, 2025. 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 06/2016
SECTION I - to be completed by User Department

X NEW CONTRACT

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
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<tbody>
<tr>
<td>Expiration Date</td>
<td>December 31, 2025</td>
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<tr>
<td>Original Commission Approval</td>
<td>$157,407.58</td>
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<td>Initial Encumbrance</td>
<td>$157,407.58</td>
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<td>Original CT/CF</td>
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<td>Increase Encumbrance</td>
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<tr>
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NO DRAFT DOCUMENTS PERMITTED

X NEW RENEWAL CONTRACT

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: $157,407.58</th>
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<tbody>
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<td>Fund Code 40030 6450 - 1159 - 54 -</td>
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<td>Fund Org Acct Prog Act Loc</td>
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<table>
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<tbody>
<tr>
<td>Fund Code</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Transmap Corporation (614) 481-6799
Vendor Address: 5030 Transamerica Drive Columbus, Ohio 43228
Street City State Zipcode + 4
Federal ID: 31-1414214
Commodity Code: 30200
Purpose: Engineering Services for Pavement Inventory Summary and Software for City of Dayton Streets

Contact Person: David Escobar
Public Works/Civil Eng. 937-333-3849
Department/Division Phone Number

Originating Department Director's Signature: ___________ Date: 1-11-23

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: 3/15/22

Finance Department

October 18, 2022
AGREEMENT FOR CONSULTING SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this ____ day of __________, 2022 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 2022, 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 Fifty-Seven Thousand, Four Hundred Seven Dollars and Fifty-Eight Cents ($157,407.58) 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, 2025, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.
ARTICLE 4- INDEMNIFICATION

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

ARTICLE 5- INSURANCE

During the 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 Transamérica Drive  
Columbus, Ohio 43228  
Attention: Howard Luxhoj, PE

City:  
City of Dayton  
Department of Public Works  
101 West Third Street  
Dayton, Ohio 45402  
Attention: David Escobar

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, 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 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

TRANSMAF CORPORATION

By: ____________________________

Title: __________________________

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
Request For Proposal
City of Dayton, Ohio
Engineering Services for Pavement Inventory
Summary and Software for City of Dayton Streets
RFP No. 170105
February 2017
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. 170106 - 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 - Pavometrics 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

Transmap · 5030 Transamerica Drive
Columbus, Ohio 43228 · P: (614) 481-6799
F: (614) 481-4017 · transma..com

Florida-Regional Office · 3001 N. Rocky Point Drive E.
Suite 200 · Tampa, FL 33607

Chicagoland Office · 222 W. Merchandise Mart Plaza, Suite 1225
Chicago, IL 60654

tmap.pro/DA
City of Dayton, Ohio  
Department of Civil Engineering  
Engineering Services for Pavement Inventory Summary and Software for the City of Dayton  
RFP No. 17010S  
January 2017

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 #30820-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes ☐ No ☐

SIGNATURE: [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.

City of Dayton, Ohio  
Request for Proposal (RFP) No. 17010S  
Exhibit A - 1
EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: Transmap Corporation

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

<table>
<thead>
<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
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</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 <a href="mailto:hluxhoj@transmap.com">hluxhoj@transmap.com</a></td>
<td>President &amp; CEO</td>
<td>Address: 5030 Transamerica Drive Columbus, OH 43228</td>
<td>YES</td>
</tr>
<tr>
<td>Craig Schorling, GISPs <a href="mailto:cschorlinng@transmap.com">cschorlinng@transmap.com</a></td>
<td>Vice President &amp; Account Manager</td>
<td>Phone: (614) 481-6796 Fax: (614) 481-4017</td>
<td>NO</td>
</tr>
<tr>
<td>Chris Crocker <a href="mailto:ccrocker@transmap.com">ccrocker@transmap.com</a></td>
<td>Operations Manager</td>
<td>Contact information listed above is the same for all personnel.</td>
<td>NO</td>
</tr>
<tr>
<td>Tony Manch, PE <a href="mailto:tmanch@transmap.com">tmanch@transmap.com</a></td>
<td>Senior Reporting Analyst</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Claire-Louise Bode <a href="mailto:cbode@transmap.com">cbode@transmap.com</a></td>
<td>GIS Specialist</td>
<td></td>
<td>NO</td>
</tr>
</tbody>
</table>
For a digital copy of our response and to see a video, please log on to transmap DA.

ArcGIS Online

Similar Pavement/Asset Projects
- City of Kettering, OH
- City of Huber Heights, OH
- City of Xenia, OH
- Washington Township, OH
- Miami Township, OH
- City of Dublin, OH
- Franklin County, OH
- City of Sandusky, OH
- MORPC, OH
- Allegheny County, PA
- Silver Spring Township, PA
- City of Ann Arbor, MI
- Evansville MPO, IN
- City of Rockford, IL
- City of Newport News, VA
- City of Wilmington, NC
- City of Raleigh, NC
- City of Greer, SC
- Greenville County, SC
- City of St. Marys, GA
- City of Coral Springs, FL
- City of Pompano Beach, FL
- Manatee County, FL
- Louisville/Jefferson County Metro Government, KY
- City of Shreveport, LA
- City of Stephenville, TX
- City of Baytown, TX
- City of Killeen, TX
- St. Charles County, MO
- City of Salina, KS
- Casper Area MPO, WY
- City of Hanford, CA
- City of Bozeman, MT
- City of Sammamish, WA

100% Continuous Coverage, Every Lane Collected

Other Vendors vs
Old System NE (3, 5 or 7 point laser)

transmap Map

Dua came

2D/3D Laser Crack Measurement System (100% Coverage)

Customer Delivery Interface

Field Verification (QA/Q)

ASTM Pavement Condition Analysis

Corporate Office is Approximately 1 Hour Away

Professional Engineering FirmLicensed in the State of Ohio
##E-67242

Full Automation

Windshield Survey

green BUSINESS
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
cschorlinfo@transma.com

Backup Contact Information
Chris Crocker - Operations Manager
222 W. Merchandise Mart Plaza, Suite 1225
Chicago, IL 60654
Mobile: 614.481.6799
ccrockervtransma.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>Arc Server Integration</th>
</tr>
</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>
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<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, linelers, 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.
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.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**

<table>
<thead>
<tr>
<th>Distance Calibration</th>
<th>Performed to calibrate the distance measurement instrument - Performed every 1-2 weeks</th>
</tr>
</thead>
<tbody>
<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.

**Network Creation / PCI Protocol**

![Network Creation Diagram]

**Crack Geodatabase**

![Crack Geodatabase Image]
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.
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>
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<tr>
<td>Warrick County</td>
<td>642</td>
<td>$835 Million</td>
<td>$36,369,301</td>
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<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>MPO Total</td>
<td>2,575</td>
<td>$3.3 Billion</td>
<td>$151,749,460</td>
</tr>
</tbody>
</table>

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

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.
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)
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 Green, SC</td>
<td>City of Shreveport, LA</td>
</tr>
<tr>
<td>City of Sandusky, OH</td>
<td>City of Alexandria, VA</td>
<td>City of St. Charles, MO</td>
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<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>
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<td>Allegheny County, PA</td>
<td>Louisville Metro Government, KY</td>
<td>City of Corpus Christi, TX</td>
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<td>Silver Spring, PA</td>
<td>City of Boca Raton, FL</td>
<td>City of Killeen, TX</td>
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<td>City of Rochester, NY</td>
<td>City of Hollywood, FL</td>
<td>City of Conroe, TX</td>
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<td>Town of Greenburgh, NY</td>
<td>City of Live Oak, FL</td>
<td>City of El Paso, TX</td>
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<td>Erie County, NY</td>
<td>City of Cooper City, FL</td>
<td>City of Midland, TX</td>
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<td>City of Buffalo, NY</td>
<td>City of Delray Beach, FL</td>
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<td>City of Watertown, NY</td>
<td>City of Pompano Beach, FL</td>
<td>City of Sammamish, WA</td>
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<tr>
<td>Jefferson County, NY</td>
<td>City of Coral Springs, FL</td>
<td>City of SeaTac, WA</td>
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<tr>
<td>Lewis County, NY</td>
<td>City of Stuart, FL</td>
<td>City of Shoreline, WA</td>
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<tr>
<td>Evansville MPO, IN</td>
<td>Escambia County, FL</td>
<td>Kings County, CA</td>
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<td>City of Ann Arbor, MI</td>
<td>Manatee County, FL</td>
<td>City of Hanford, CA</td>
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<td>City of Rockford, IL</td>
<td>Martin County, FL</td>
<td>City of Fresno, CA</td>
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<td>City of Durham, NC</td>
<td>City of Palm Bay, FL</td>
<td>City of Santa Barbara, CA</td>
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<td>Town of Carolina Beach, NC</td>
<td>City of Sarasota, FL</td>
<td>City of Rialto, CA</td>
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<td>Town of Cary, NC</td>
<td>Town of Davie, FL</td>
<td>City of Simi Valley, CA</td>
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<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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Franklin County, Ohio</th>
<th>City of Kettering, Ohio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>970 Dublin Road, Columbus, OH 43215</td>
<td>3600 Shroyer Road, Kettering, OH 45429</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Mike Meeks, PE</td>
<td>Chad Ingle, PE, PS</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(614) 525-3030</td>
<td>(937) 296-2436</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(614) 462-3065</td>
<td>(937) 296-3234</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:mmeeks@franklincountyengineer.org">mmeeks@franklincountyengineer.org</a></td>
<td><a href="mailto:chad.ingle@ketteringoh.org">chad.ingle@ketteringoh.org</a></td>
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<tr>
<td>Project Name</td>
<td>Pavement and Roadway Asset Management</td>
<td>Pavement and Roadway Asset Management</td>
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<tr>
<td>Project Schedule</td>
<td>Complete</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td>Completed on time: YES ☑ NO [ ] If NO, provide a supplemental document explaining details.</td>
<td>Completed on time: 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.

City of Dayton, Ohio Request for Proposal (RFP) No. 17010S
EXHIBIT B -2
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.
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

“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

Phase I - 2011: Transmap successfully inventoried 428 centerline miles of roadway with our mobile mapping vehicle, using our Ultra HD imaging system and ground-based LiDAR.

- Performed a two-day pavement management boot camp, which laid the foundation for future maintenance activities
- Used real photogrammetric measurements combined with additional walk-out inspections
- Pavement analysis data was formatted and loaded into MicroPAVER to produce PCI values
- Used tabular and GIS maps to produce a preventative maintenance plan
- Set up an ArcGIS Online site with all images, signs and distress data loaded so the City of Wilmington can view their data in a cloud environment
- Using ground-based LiDAR and HD photogrammetric images, Transmap extracted over 18,000 signs with robust attribution.

Phase II - 2012: Pavement reporting - 5 year network pavement plan with maps and M&R recommendations.

2015: Transmap performed a detailed re-inspection of the City's roadways and collected detailed LiDAR data that was processed into cloud point data. Transmap collected all ROW and medium trees and linked the data to the City's centerline file.

Pavement Boot Camp: Transmap conducted a boot camp on-site at the City. This allowed us to review the specifics of the data collection and assessment process, conduct a needs analysis and collect existing data currently used by the City of Wilmington. Topics discussed at the boot camp included drive coding, sampling, measuring, data collection, pavement maintenance, and reporting.

On-Site MicroPAVER Training: Transmap provided on-site training for the City. This training was a beginner MicroPAVER class using the City's data.
"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 Eisenraut, 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
rta.lor@dublin.oh.us

Project Cost: $55,571.10

ArcGIS Online

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: 614-645-7805
Email Address: pchilton@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: 614-645-7805
Email Address: jmkkoester@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: DYNOTECH 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>(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>Completed on time: YES [✓] NO [ ] If NO, provide a supplemental document explaining details.</td>
</tr>
</tbody>
</table>

City of Dayton, Ohio
Request for Proposal (RFP) No. 17010S
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 streetscape 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.

Owner
City of Columbus,
Department of Public Service

Costs
Design: $133K
Construction: $6 million

Award Date
2012

Dates of Completion
Design: 2014
Construction: 2015

Features
Roadway and streetscape improvements, new sidewalks with raised intersections for pedestrian safety and ADA-compliant curb ramps, multi-use paths

Key Personnel
Bill Bruce, PE
Rob Bosworth, PE, PS
Jeff Jones
Kenny Wycoff
Dave Klaus

Dynotec’s Role
✓ Roadway Design
✓ SUE and Relocation of Utilities
✓ Surveying
✓ Right of Way Easement Prep

Client Reference
Cristina L. Parady
City of Columbus, Division of Design & Construction
(614) 645-5463
cparady@columbus.gov
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

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

City of Dayton, Ohio
Request for Proposal (RFP) No. 17010S
<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% roadways 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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**Subtotal**  
$162,041.66
<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

<table>
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<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, day-time 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>
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<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>
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**Subtotal** $48,574.00

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<th>Task</th>
<th>Description</th>
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<th>Transmap Price</th>
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</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>
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<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>
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<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>
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<td>$99.00</td>
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**Subtotal** $32,415.00

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<th>Total</th>
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</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.</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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**Subtotal** $71,108.00
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<th>Task</th>
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<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 slope: e)</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 ortho and deliver MsGIS formatted orhto: hto;ra;hy; .</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 ortho and deliver MsGIS formatted orhto: hto;ra;hy; .</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>
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</tbody>
</table>
# Dynotec, Inc. Hourly Rates for ADA Compliance

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Dynotec, 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>
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<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>
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

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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 Sommamish, WA 2016 - Pavement/asset management

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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, asset analysis, 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 Cooper Springs, FL 2015 - Pavement management
Osceola County, FL 2015 - Pavement management - Training
Pasco 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

11 Years of Experience
QA/QC Pavement Walkout
Pavement Analysis
Robust Preventative Maintenance Reporting
ASTM D6433 Compliance Collection

Education and Training
B.S. Geographic Information Science
Ohio University
APWA MicroPAVER Advanced Training
2013 - 2015
Cityworks Administrator Training
2015
ODOT Pavement Preservation Training 2014

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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.
GIS Specialist

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, lines, 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 LCM 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

4 Years of Experience

Centerline Review
Street Level Orthophotography
GIS Client Support
Robust Preventative Maintenance
Asset QA/QC
Map Based Reporting
ASTM D6433 Compliance Collection

Education
B.S. Geography
The Ohio State University
M.S. Applied Geography
University of Louisville

Conferences
Ohio GIS 2016
Cityworks 2016
North Carolina APWA 2016
National APWA/PWX 2016
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.

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.
EDWARD CRUSOE PE  
Senior Project Manager, Roadway Design Services  

HAM-T1.130/9.00 – 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-T1.25.00/1.62  
ODOT District 6 | Franklin & Delaware Counties, Ohio  
As the Project Manager and designer, Mr. Crusoe 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 prepare 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 prepared designs for 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 upgrades 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 meet 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 (MS-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 geometrics, 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.
WILLIAM C. BRUCE III PE  
Project Manager, Senior MOT & Roadway Engineer

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.

Cline 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 Cline 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  
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 I-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 Brinckerhoff.
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-7358
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>
<thead>
<tr>
<th>UNSPSC Codes</th>
<th>CSI Codes</th>
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<tbody>
<tr>
<td>1. 80101800 Project management</td>
<td>1. N/A</td>
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<tr>
<td>2. 81000000 Engineering and Research and Technology Based Services</td>
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<tr>
<td>3. 81100000 Professional engineering services</td>
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<tr>
<td>4. 81101500 Civil engineering</td>
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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 affect 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](http://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](http://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. 85700.

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,

Gregory L. Williams
Deputy Director
State EEO Coordinator

Service Support, Solutions for Ohio Government

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-3628 | Web [www.das.ohio.gov/eod](http://www.das.ohio.gov/eod)

The State of Ohio is an equal opportunity employer.

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

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:

<table>
<thead>
<tr>
<th>UNSPSC Codes</th>
<th>CSI Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 80101600 Project management</td>
<td>1. N/A</td>
</tr>
<tr>
<td>2. 81000000 Engineering and</td>
<td></td>
</tr>
<tr>
<td>Research and Technology Based</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>3. 81100000 Professional</td>
<td></td>
</tr>
<tr>
<td>engineering services</td>
<td></td>
</tr>
<tr>
<td>4. 81101500 Civil engineering</td>
<td></td>
</tr>
</tbody>
</table>

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, 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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Sincerely,

[Signature]

Gregory L. Williams
Deputy Director
State EEO Coordinator
Vendor Information

Business Name: DYNOTEC, INC
Owner: Tobias A. Iluka
Address: 2931 E. Dublin-Granville Road
        Suite 200
        Columbus, OH 43231
Phone: 614-793-6337
Fax: 614-889-7324
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 wastewater engineering.

Commodity Codes
Code: NIGP 90740
Description: Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
Code: NIGP 90770
Description: Surveying Services (Not Aerial or Research)
Code: NIGP 625
Description: Engineering Services, Professional
Code: NIGP 92533
Description: Engineer Services, Professional (Inactive, Effective January 1, 2016)
Code: NIGP 92593
Description: Traffic and Transportation Engineering
Code: NIGP 95828
Description: Construction Management Services
Code: NIGP 95460
Description: Land Surveying

Additional Information
Green Business (SEMS Certified)?: No

Customer Support
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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: Transume Corporation
Address: 5030 Transume Drive
Columbus, OH 43228
Signature/Title: Howard Luxho, PE - President & CEO
Federal I.D.#: 31-414214
Phone No.: (614) 481-6799
Fax No.: (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 Civil 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.

<table>
<thead>
<tr>
<th>FEDERAL ID #</th>
<th>31-1414214</th>
</tr>
</thead>
</table>

Sole Proprietor with no other employees? ☑ No ☐ Yes (if yes, complete Section 1 and Section 4 ONLY)

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Transmap Corporation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>5030 Transamerica Drive</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>Columbus</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>OH</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Zip</th>
<th>43228</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>(614) 481-6799</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
<th>(614) 481-4017</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail Address</th>
<th><a href="mailto:hluxhoj@transmap.com">hluxhoj@transmap.com</a></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Web Site</th>
<th><a href="http://www.transmap.com">www.transmap.com</a></th>
</tr>
</thead>
</table>

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

30200, 98100, 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 L. Luxhoj, PE

<table>
<thead>
<tr>
<th>PRINTED NAME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>President &amp; CEO</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE (Authorized Person Only)</th>
</tr>
</thead>
</table>

DO NOT WRITE BELOW THIS LINE

APPROVED ☐ DISAPPROVED ☐

COMMENTS:

DATE (Print and Sign Your Name For) HUMAN RELATIONS COUNCIL
Record your total work force by occupational levels and indicate your goals for those levels for the next 12 mo
EEO - 1 FORM MAY BE SUBSTITUTED FOR THIS GRID

Statistics Compiled as of (Date):  02/07/17
(MM, DD, YYYY)

Section 5 Present Work Force

<table>
<thead>
<tr>
<th>Occupations</th>
<th>Total Males</th>
<th>Male Employees</th>
<th>Female Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minority Groups</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Black</td>
<td>Asian\ Pacific</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Islanders</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Am. Indian\</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alaskan Natives</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two or more races</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Males</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Black</td>
<td>Asian\ Pacific</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Islanders</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td>3</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
<td>4</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Technicians</td>
<td>8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Total Employment From Previous Re: ort if An</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Apprentices

| On-the-Job Trainees | White Collar | Production |

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 454
bta@daytonohio.gov; (937) 222-4589 Fax
Form W-9

Rev. December 2014
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requestor. 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 or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=partnership). Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exempt organizations only to certain entities, not individuals; see instructions on page 8:
   - Exempt payee code (if any)

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

6. City, state, and ZIP code

Columbus, Ohio 43228

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 9.

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 or
Employer identification number

3 1 - 1 4 1 4 2 1 4

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 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 9.

Sign

[Signature of U.S. person]

Date 1/12/17

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 cease to list it) is at www.irs.gov/iforms.

Purpose of Form

An individual or entity (Form W-9 requested) 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-MISC (miscellaneous income, prizes, awards, or gross proceeds)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-INT (interest earned on savings accounts or other interest-bearing accounts)
- Form 1099-ES (social security payments)
- Form 1099-K (merchants and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of securities property)
- Form 1099-A (cancellation of debt)

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.

Cat. No. 10991X
Form W-9 (Rev. 12-2014)
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)

Transmap Corporation
(Date)
(Company Name)

Sincerely,

Jason Schortgen
Buyer

City of Dayton's RFP 17010S Q&A's
## Transmap Corporation

City of Dayton, OH
Re-Inspection Quote 2022

### Pavement Condition Survey

<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>1.0</td>
<td>OH-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles) Roads</td>
<td>Transmap will utilize our Crack Map 3D technology (UCMOS) for pavement collection - 100% coverage - 360-degree image view of all roadways (GROW) with our zen-onic ultra HD solution. Ground-based LIDAR (100% roadway coverage)</td>
<td>662</td>
<td>$85.99</td>
<td>$58,573.38</td>
</tr>
<tr>
<td>1.1</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. Zoid of cracks on an image), Crack Intelligence data (rankings of all the cracks, heat spot analysis) and City-wide rating (All Through Lanes)</td>
<td>1</td>
<td>$8,985.00</td>
<td>$8,985.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Network Setup and Review (units = hours)</td>
<td>Transmap will use the existing network that was setup in 2017/2019. If the City has any updates or changes there may be additional hours needed.</td>
<td>N/A</td>
<td>$105.00</td>
<td>N/A</td>
</tr>
<tr>
<td>1.3</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>11,605</td>
<td>$6.47</td>
<td>$76,378.35</td>
</tr>
<tr>
<td>1.4</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>199</td>
<td>$6.47</td>
<td>$1,282.73</td>
</tr>
<tr>
<td>1.5</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 additional 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>1.6</td>
<td>MicroPAVER Load (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>1.7</td>
<td>Pavement Management Practice Definition “Boot Camp” (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 (AASHTO 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>1.8</td>
<td>Reporting (units = hours)</td>
<td>Transmap will put together an inventory and GIS map data to support traditional preventative maintenance pavement reporting, including budget scenarios with actual dollar amounts per Map 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>1.9</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 - Kick-off meeting</td>
<td>108</td>
<td>$109.00</td>
<td>$11,772.00</td>
</tr>
</tbody>
</table>

**Subtotal** | $169,255.46
**Repeat Customer Discount** | -6,867.46
**Total Amount** | $152,388.00

*Pricing is valid until January 31, 2022*
City Manager's Report

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name John R. Jurgensen Co.
Address 1780 Enon Road
Springfield, Ohio 45502

Date March 23, 2022
Expense Type Award of Contract
Total Amount $1,149,695.00 thru 10/28/24

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Block</td>
<td>26902-6450-1428-54</td>
<td>$ 1,130,070.00</td>
</tr>
<tr>
<td>Grant Non-Operating Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Water Capital Fund</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$ 7,562.50</td>
</tr>
<tr>
<td>Sanitary Sewer Capital Fund</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$ 7,562.50</td>
</tr>
<tr>
<td>Water Capital Fund</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$ 4,500.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City Yes
Affirmative Action Program Yes

Description

2022 CDBG RESIDENTIAL ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL / 10.02 % HUD SECTION 3 PARTICIPATION ACHIEVED)
(FEDERAL CDBG FUNDS)

The Department of Public Works requests approval to award a contract with John R. Jurgensen Co. The project consists of the asphalt resurfacing of various streets throughout CDBG eligible areas in the City of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, John R. Jurgensen Co., in the amount of $1,149,695.00. This amount includes the base bid in the amount of $1,058,117.00, and Alternate No. 1 Contingency Allowance in the amount of $91,578.00. The estimated cost for the project was $1,051,830.50. Project completion is scheduled for October 28, 2022.

This project is being funded using Community Development Block Grant Non-Operating Funds ($1,130,070.00), Storm Water Capital Funds ($7,562.50), Sanitary Capital Funds ($7,562.50), and Water Capital Funds ($4,500.00).

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

Signatures/Approval

Approved by City Commission

Clerk

Date Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date: Upon Execution
Expiration Date: 10/28/24

Original Commission Approval: $1,149,695.00
Initial Encumbrance: $1,149,695.00
Remaining Commission Approval: $-

Required Documentation

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$1,130,070.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>26902 - 6450 - 1428 - 54 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>$7,562.50</td>
<td></td>
</tr>
<tr>
<td>Fund Code:</td>
<td>55004 - 3420 - 1428 - 54 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>$7,562.50</td>
<td></td>
</tr>
<tr>
<td>Fund Code:</td>
<td>53003 - 3420 - 1428 - 54 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>$4,500.00</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.
Vendor Address: 1780 Enon Road Springfield Ohio 45502
Street City State Zip code + 4
Federal ID: 31-0578656
Commodity Code: 96866
Purpose: Award of Contract for 2022 CDBG Residential Asphalt Resurfacing

Contact Person: Joe Weinel
Department/Division: Public Works/Civil Engineering
Date: 3/7/2022

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

CF Prepared by

Date

CF/CT Number

Finance Department

October 18, 201
**Dayton, Ohio**

**Department of Public Works**

Bid Tabulation For: **2022 CDBG Residential Resurfacing**

*(10% HUD Section 3 Participation Goal) (Federal CDBG Funds)*

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 27, 2022</td>
<td>$1,051,830.50</td>
<td>October 28, 2022</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><strong>John R. Jurgensen Company</strong></td>
<td>$1,058,117.00</td>
<td>-0-</td>
<td>$1,058,117.00</td>
</tr>
<tr>
<td>Satoshi</td>
<td>$1,291,425.00</td>
<td>-0-</td>
<td>$1,291,425.00</td>
</tr>
</tbody>
</table>

*Awarded*

Revised 9/14/98
March 7, 2022

TO:       David Escobar, Senior Engineer II
FROM:    Donerik Black, Business & Technical Assistance Administrator, Human Relations Council (HRC)

SUBJECT:  2022 CDBG Residential Asphalt Resurfacing
          (10% HUD Section 3 Participation Goal)

The HRC recommendation is to award the above contract to John R. Jergensen, Co. They submitted the lowest and best bid for this project.

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>John R. Jurgensen, Co.</td>
<td>$1,058,117.00</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>W.C. JONES ASPHALT</td>
<td>$106,000.00</td>
<td>10.02</td>
</tr>
<tr>
<td>MATERIALS</td>
<td>$76,850.00</td>
<td>7.26%</td>
</tr>
<tr>
<td>LABOR</td>
<td>$29,150.00</td>
<td>2.76%</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 10.02% MBE           |
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2022 CDBG Residential
Asphalt Resurfacing (10%)
HUD Section 3 Participation
Goal) (Federal CDBG Funds)

Bidder
John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>75,200</td>
<td>$1.75</td>
<td>$131,600.00</td>
</tr>
<tr>
<td>ODOT 253</td>
<td>Pavement Repair</td>
<td>S.Y.</td>
<td>125</td>
<td>$45.00</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>7,520</td>
<td>$1.00</td>
<td>$7,520.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) [2&quot;]</td>
<td>Tons</td>
<td>8,356</td>
<td>$100.00</td>
<td>$835,600.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>4</td>
<td>$3,500.00</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>75,200</td>
<td>$0.48</td>
<td>$36,096.00</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector</td>
<td>Each</td>
<td>2</td>
<td>$1,305.00</td>
<td>$2,610.00</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector Tie-In</td>
<td>Each</td>
<td>2</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line 8&quot;</td>
<td>L.F.</td>
<td>445</td>
<td>$5.00</td>
<td>$2,225.00</td>
</tr>
<tr>
<td>644</td>
<td>Stop Line</td>
<td>L.F.</td>
<td>24</td>
<td>$9.00</td>
<td>$216.00</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line 24&quot;</td>
<td>L.F.</td>
<td>280</td>
<td>$10.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>20</td>
<td>$250.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>15</td>
<td>$675.00</td>
<td>$10,125.00</td>
</tr>
<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>30</td>
<td>$150.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td><strong>Alternate No. 1</strong></td>
<td><strong>Contingency Allowance</strong> ($200,000)</td>
<td>Lump</td>
<td>1</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td><strong>Alternate No. 2</strong></td>
<td><strong>Asphalt Rejuvenating Agent</strong></td>
<td>S.Y.</td>
<td>75,200</td>
<td>$1.00</td>
<td>$75,200.00</td>
</tr>
<tr>
<td><strong>Alternate No. 3</strong></td>
<td><strong>Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C</strong></td>
<td>Tons</td>
<td>8,356</td>
<td>$10.00</td>
<td>$83,560.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $1,058,117.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES □  NO ✓

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

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES □  NO ✓

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES □  NO ✓

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?  
RESPONSE: YES ☐ NO ☑

(2) Suspended, debarred, or disqualified from any government contracting process?  
RESPONSE: YES ☐ NO ☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?  
RESPONSE: YES ☐ NO ☑

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.  
RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name
John R. Jurgensen Co.

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
Sean Poynter, General Manager

Home Office Address
11641 Mosteller Rd., Cincinnati OH 45241
1780 Enon Rd., Springfield OH 45502

Local Address

Telephone 937 882 6232 Fax 937 882 6957

E-mail Luke.Trubee@jrjnet.com

Federal I.D.# 31-0578656

Dated this 27th day of January, 2022

Bidder: John R. Jurgensen Co.
(Person, Firm, or Corporation)

By: [Signature]

Title: General Manager
BID BOND

Amount $ Ten Percent (10%)  

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent (10%) of the 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, John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502 

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 20th day of January, 2022

[Signature]

John R. Jurgensen Company
Bidder

Robert E. Gigax, Jr., Attorney-in-Fact
Federal Insurance Company
Surety

Arthur J. Gallagher Risk Management Services, Inc.
Name of Insurance Agency

201 E Fourth Street, Suite 525, Cincinnati, OH 45202
Address of Insurance Agency

Telephone 513.977-3133 FAX 513.977-4633
CHUBB
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All Ye These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert E. Giga Jr., Shelly M. Martin, Phyllis T. Neal and Thomas B. Theilen of Cincinnati, Ohio

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of April, 2020.

[Signature]
Down M. Chloros, Assistant Secretary

[Signature]
Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 15th day of April, 2020 before me, a Notary Public of New Jersey, personally came Down M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Down M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for himself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY on December 12, 2005 and ACE AMERICAN INSURANCE COMPANY on March 20, 2009.

"RESOLVED, that the following authorizations refer to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other writings commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as attorney-in-fact.

3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise granted or vested.

I, Down M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Whitehouse Station, NJ, this 20th day of January, 2022

[Signature]
Down M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS RESOLUTION OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone 908-903-3493 Fax 908-903-3656 e-mail: notify@chubb.com

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

FEDERAL INSURANCE COMPANY

of Indiana 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
- Commercial Auto - Liability
- Commercial Auto - No Fault
- Commercial Auto - Physical Damage
- Credit
- Earthquake
- Fidelity
- Fire
- Glass
- Group Accident & Health
- Inland Marine
- Multiple Peril - Commercial
- Multiple Peril - Homeowners

Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $16,527,052,288, liabilities in the amount of $12,202,879,964, and surplus of at least $4,324,172,324.

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

Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

**Statutory Basis**  
**December 31, 2020**  
*(In thousands)*

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>$(247,647)</td>
</tr>
<tr>
<td>United States Government, State</td>
<td></td>
</tr>
<tr>
<td>and Municipal Bonds</td>
<td>4,277,252</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>5,465,272</td>
</tr>
<tr>
<td>Stock</td>
<td>567,852</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>1,207,053</td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENTS</strong></td>
<td>11,269,842</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investments in Affiliates:</td>
<td></td>
</tr>
<tr>
<td>Great Northern Ins. Co.</td>
<td>404,892</td>
</tr>
<tr>
<td>Vigilant Ins. Co.</td>
<td>349,915</td>
</tr>
<tr>
<td>Chubb Indemnity Ins. Co.</td>
<td>182,191</td>
</tr>
<tr>
<td>Chubb National Ins. Co.</td>
<td>186,190</td>
</tr>
<tr>
<td>Other Affiliates</td>
<td>88,828</td>
</tr>
<tr>
<td>Premiums Receivable</td>
<td>1,634,629</td>
</tr>
<tr>
<td>Other Assets</td>
<td>2,410,691</td>
</tr>
<tr>
<td><strong>TOTAL ADMITTED ASSETS</strong></td>
<td>$16,827,052</td>
</tr>
</tbody>
</table>

### LIABILITIES AND SURPLUS TO POLICYHOLDERS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding Losses and Loss Expenses</td>
<td>$7,823,012</td>
</tr>
<tr>
<td>Reinsurance Payable on Losses and Expenses</td>
<td>1,421,178</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>2,146,775</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>261,279</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>551,641</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>12,202,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Stock</td>
<td>20,890</td>
</tr>
<tr>
<td>Paid-In Surplus</td>
<td>2,711,474</td>
</tr>
<tr>
<td>Unassigned Funds</td>
<td>1,091,718</td>
</tr>
<tr>
<td><strong>SURPLUS TO POLICYHOLDERS</strong></td>
<td>4,324,172</td>
</tr>
</tbody>
</table>

### Investments

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2020, investments with a carrying value of $67,794,700 were deposited with government authorities as required by law.

**STATE OF PENNSYLVANIA**  
**COUNTY OF PHILADELPHIA**

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2020.

*Sworn before me this*  
**[Signature]**  
**[Date]: 2021**

*Notary Public*

Commwesph of Pennsylvania - Notary Seal  
Diane Wright, Notary Public  
Philadelphia County  
My commission expires August 6, 2023  
Commission number 1235745  
Member, Pennsylvania Association of Notaries
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, ________________________________ hereby certify that  
(print name – an Officer of the company)  

John R. Jurgensen Co. ___________ 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: ________________________________  
(signature)  

Title: ________________________________  

Date: 1/27/2022  

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.

- life insurance
- dental insurance
- vision insurance
- short term disability
- group medical insurance
- defined benefit contribution plan

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.

- Ohio Laborers Training Program
- Ohio Operating Engineers Training & Apprenticeship Program

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

- Security Fence Group, Inc.
- The Aeromark Co LLC
- Pavement Technology Inc.
- W.C. Jones
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>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC Jones</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
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 ________________ , ss:

_________________________ being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   _____________________________________ ("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 __________.

   □ 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: ____________________________

   Title: ____________________________

   ________________________________

   MY COMMISSION EXPIRES APRIL 6, 2023

   ____________________________________________________________________________________
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio    )    SS:
COUNTY OF Clark   )

Sean Poynter, being first duly sworn deposes and states that:

1. He/she is General Manager of
   (owner, partner, officer, representative, or agent)
   John R. Jurgensen Co. that
   (business or organization name)

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

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

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

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

[Signature]
SIGNED

[Stamp]
TITLE General Manager
ADDENDUM NO. 1
January 18, 2022

2022 CDBG RESIDENTIAL ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)
(FEDERAL CDBG FUNDS)

TO ALL BIDDERS:
This addendum, including all articles and corrections listed below, shall be taken into account in preparing the Bid.

ITEM NO. 1

The Bid Closing Date has been changed to January 27, 2022.

January 18, 2022
Joseph Weinel
Chief Engineer, Public Works
Page 1
ADDENDUM NO. 2
January 24, 2022
2022 CDBG RESIDENTIAL ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)

TO ALL BIDDERS:
This addendum, including all articles and corrections listed below, shall be taken into account in preparing the Bid.

ITEM NO. 1
The attached map is for all streets listed in the three residential projects including streets listed as alternates.

ITEM NO. 2
The unit price for Alternate No. 3 Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C shall be the additional cost of adding fibers to the asphalt mix in the Base Bid.

ITEM NO. 3
Traffic control items have been broken down by location are included in the attached list.

ITEM NO. 4
The Residential List has been updated with streets highlighted to denote where paving work shall not begin until July 8, 2022 or restoration work is complete by the appropriate utility, which ever date comes first.

ITEM NO. 5
Attached is the standard detail for a typical pavement repair.

ITEM NO. 6
Q: As per Typical 1.04 Traffic Control, Section D, the Road Work Signs are designated as W20-I-48. Since it’s residential with a lower speed limit, do you think it should be 36” signs?

A: Yes, Road Work Signs shall be 36” Signs.

January 24, 2022
Joseph Weinel
Chief Engineer, Public Works
Page 1
<table>
<thead>
<tr>
<th>NEIGHBORHOOD</th>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>Speed Hump</th>
<th>Detector Loop</th>
<th>Crosswalk Line, 8&quot;</th>
<th>Stop Line</th>
<th>Crosswalk Line, 24&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>WESTWOOD</td>
<td>N ARDMORE AVE</td>
<td>OAKRDIGE DR</td>
<td>W THIRD ST</td>
<td>4</td>
<td>2</td>
<td>445</td>
<td>24</td>
<td>280</td>
</tr>
<tr>
<td>WESTWOOD</td>
<td>N UPLAND AVE</td>
<td>W SECOND ST</td>
<td>W THIRD ST</td>
<td>2</td>
<td>1</td>
<td>60</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>EASTERN HILLS</td>
<td>SUMAN AVE</td>
<td>WEST TERMINUS</td>
<td>COSLER DR</td>
<td></td>
<td></td>
<td>320</td>
<td></td>
<td>280</td>
</tr>
<tr>
<td>WESTWOOD</td>
<td>W 2ND ST</td>
<td>N GETTYSBURG AVE</td>
<td>N ARDMORE AVE</td>
<td>1</td>
<td></td>
<td>65</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>NEIGHBORHOOD</td>
<td>STREET</td>
<td>FROM</td>
<td>TO</td>
<td>AREA</td>
<td>MEAN_PCI</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EASTERN_HILLS</td>
<td>FIELDING DR</td>
<td>BROWNELL RD</td>
<td>EAST TERMINUS</td>
<td>766</td>
<td>26</td>
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<tr>
<td>EASTERN_HILLS</td>
<td>FULMER DR</td>
<td>COSLER DR</td>
<td>COSLER DR</td>
<td>3,610</td>
<td>17</td>
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<tr>
<td>EASTERN_HILLS</td>
<td>SPEICE AVE</td>
<td>WEST TERMINUS</td>
<td>EAST TERMINUS</td>
<td>1,394</td>
<td>25</td>
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<tr>
<td>EASTERN_HILLS</td>
<td>SUMAN AVE</td>
<td>WEST TERMINUS</td>
<td>COSLER DR</td>
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<td>35</td>
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<tr>
<td>EASTERN_HILLS</td>
<td>SUNSHINE CT</td>
<td>FIELDING DR</td>
<td>SOUTH TERMINUS</td>
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<td>19</td>
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</tr>
<tr>
<td>WESTWOOD</td>
<td>CALHOUN ST</td>
<td>N GETTYSBURG AVE</td>
<td>N UPLAND AVE</td>
<td>3,571</td>
<td>25</td>
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<tr>
<td>WESTWOOD</td>
<td>EDISON ST</td>
<td>N GETTYSBURG AVE</td>
<td>EAST TERMINUS</td>
<td>3,205</td>
<td>21</td>
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<tr>
<td>WESTWOOD</td>
<td>MELBOURNE AVE</td>
<td>N GETTYSBURG AVE</td>
<td>N DECKER AVE</td>
<td>2,325</td>
<td>24</td>
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<tr>
<td>WESTWOOD</td>
<td>N ALDER ST</td>
<td>CALHOUN ST</td>
<td>W THIRD ST</td>
<td>2,463</td>
<td>17</td>
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<tr>
<td>WESTWOOD</td>
<td>N ARDMORE AVE</td>
<td>OAKRIDGE DR</td>
<td>W THIRD ST</td>
<td>6,012</td>
<td>19</td>
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<tr>
<td>WESTWOOD</td>
<td>N DECKER AVE</td>
<td>OAKRIDGE DR</td>
<td>W SECOND ST</td>
<td>4,511</td>
<td>14</td>
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<tr>
<td>WESTWOOD</td>
<td>N HATFIELD ST</td>
<td>CALHOUN ST</td>
<td>W THIRD ST</td>
<td>1,862</td>
<td>20</td>
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</tr>
<tr>
<td>WESTWOOD</td>
<td>N TRENTON ST</td>
<td>W SECOND ST</td>
<td>W THIRD ST</td>
<td>4,837</td>
<td>16</td>
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<tr>
<td>WESTWOOD</td>
<td>N UPLAND AVE</td>
<td>W SECOND ST</td>
<td>W THIRD ST</td>
<td>4,153</td>
<td>20</td>
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</tr>
<tr>
<td>WESTWOOD</td>
<td>PRESTON AVE</td>
<td>N GETTYSBURG AVE</td>
<td>N DECKER AVE</td>
<td>3,564</td>
<td>25</td>
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<td></td>
</tr>
<tr>
<td>WESTWOOD</td>
<td>W 2ND ST</td>
<td>N GETTYSBURG AVE</td>
<td>N ARDMORE AVE</td>
<td>5,655</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TYPICAL PAVEMENT REPAIR

1. DOT ITEM 442 Asphalt Concrete Surface Course, 12.5MM, Type A (44B) (2")
2. DOT ITEM 301 ASPHALT CONCRETE BASE (6")
3. COMPACTED BASE
During the performance of this contract:

**John R. Jurgensen Co.**

1780 Eon Rd.  
Springfield, OH 45502  
937 882 6233 / 937 882 4967  
Springfield, OH 45502  
937 882 6233 / 937 882 4967

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:

<table>
<thead>
<tr>
<th>Goals of Minority Worker</th>
<th>Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
<tr>
<td>Goals of Female Worker</td>
<td></td>
</tr>
<tr>
<td>Utilization Expressed in Percentage Terms</td>
<td>6.9%</td>
</tr>
<tr>
<td>From 4/1/80 to Present</td>
<td></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 Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

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

John R. Jurgensen Co. (Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.
   
<table>
<thead>
<tr>
<th>Operators</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labors</td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
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</tr>
</tbody>
</table>

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]

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Section 3 Plan

John R. Jurgensen Co.
Company

1780 Enon Rd., Springfield OH 45502
Address

937 882 6233
Phone

Luke.Trubee@jrjnet.com
Email

www.jrjnet.com
Website

Dave Coniglio
Company Section 3 Coordinator

Sean Poynter
Name of Authorized Representative

2022 CDBG Residential Asphalt Resurfacing
Project Name

Dayton, OH Various Locations
Project Location

$1,058,117.00
Bid Amount
SECTION 3 PLAN

This document serves as the Section 3 Plan for in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 0.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.
SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: 2022 CDBG Residential Asphalt Resurfacing

Name of (Sub)Contractor: John R. Jurgensen Co.

Amount of Award: $1,058,117.00

<table>
<thead>
<tr>
<th></th>
<th>Number of Anticipated Hires</th>
<th>Number of Filled Positions</th>
<th>Number of Section 3 Hires</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
<td>35</td>
<td>0</td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td>0</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td>Skilled Trainees</td>
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</tr>
<tr>
<td>Unskilled Trainees</td>
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<tr>
<td>Semi-Skilled Trainees</td>
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<tr>
<td>Professional &amp; Admin</td>
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<tr>
<td>Clerical</td>
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<tr>
<td>Apprentices</td>
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<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: 

To: Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID (If SSN, last four digits.)</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>White (Not of Hispanic Origin)</td>
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<tr>
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<td>Black (Not of Hispanic Origin)</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Asian or Pacific Islander</td>
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<td></td>
<td></td>
<td></td>
<td>American Indian or Alaskan</td>
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<td></td>
<td></td>
<td>Native</td>
<td>Male</td>
<td>Female</td>
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</table>

WORKFORCE GOALS: MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

John R. Jurgensen Co. commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City’s Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Sean Poynter
COMPANY AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

General Manager

TITLE

Dave Coniglio
COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

Dave Coniglio @ jrignet.com

EMAIL ADDRESS

John R. Jurgensen Co.

COMPANY NAME

11641 Mosteller Rd., Cincinnati, OH 45241

COMPANY COMPLETE ADDRESS

www.jrig.net.com

COMPANY WEBSITE (if applicable)

513 326 6793

PHONE
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine
HRC SECTION 3 COORDINATOR

____________________________  ____________________________  
SIGNATURE OF SECTION 3 COORDINATOR  DATE

Erica Fields
HRC EXECUTIVE DIRECTOR

____________________________  ____________________________  
SIGNATURE OF EXECUTIVE DIRECTOR  DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

____________________________  ____________________________  
SIGNATURE OF DEPARTMENT REPRESENTATIVE  DATE

Shelley Dickstein
CITY MANAGER

____________________________  ____________________________  
SIGNATURE OF CITY MANAGER  DATE
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: John R. Jurgensen Co.
Address: 1780 Eton Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937-862-4233 Email: Luke.Trybee@jrjnet.com
Primes Base Bid $1,058,117.00
Name of Project: 2022 CDBG Residential Asphalt Resurfacing

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: WC Jones
HUD-Certified Firm’s Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):
Asphalt Paving
NAICS Code 238990

Total Dollar Amount Towards Goal Percentage Towards Goal Amount to Be Paid to This HUD Firm for the Work Described:

<table>
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<th>Total Bid</th>
<th>$106,000.00</th>
<th>% 10.02</th>
<th>$106,000.00</th>
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<td>Materials</td>
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<td>Labor</td>
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<td>% 2.76</td>
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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 HUD-Certified Firm and will utilize the above-named HUD-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)
Sean Poynter
(Printed Name of Bidder/Proposer's Authorized Agent)
General Manager
(Title of Bidder/Proposer's Authorized Agent)
1/27/2022 (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.
HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:
- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

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

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

The Bidder is committed to a minimum of 10.02% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

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

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

SECTION 2: BIDDER'S SIGNATURE

[Signature of Bidder's Authorized Agent]

[Printed Name of Bidder's Authorized Agent]

[Title of Bidder's Authorized Agent]

John R. Jurgensen Co.

[Date]

1/27/2022
<table>
<thead>
<tr>
<th>NEIGHBORHOOD</th>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>AREA</th>
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<td>EAST TERMINUS</td>
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<td>EASTERN_HILLS</td>
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<td>COSLER DR</td>
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<td>N UPLAND AVE</td>
<td>3,571</td>
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<td>3,205</td>
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<tr>
<td>WESTWOOD</td>
<td>MELBOURNE AVE</td>
<td>N GETTYSBURG AVE</td>
<td>N DECKER AVE</td>
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<td>WESTWOOD</td>
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<td>OAKRIDGE DR</td>
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<td>OAKRIDGE DR</td>
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<td>W THIRD ST</td>
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<td>5,655</td>
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</table>
City Manager's Report

From: 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual: John R. Jurgensen Co.
Address: 1780 Enon Road
Springfield, Ohio 45502

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>General Capital</td>
<td>40030-6450-1428-54</td>
<td>$ 4,087,426.63</td>
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<tr>
<td>Storm Water Capital Fund</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$ 16,375.00</td>
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<td>Sanitary Sewer Capital Fund</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$ 16,375.00</td>
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<td>Water Capital Fund</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$ 16,500.00</td>
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<table>
<thead>
<tr>
<th>Includes Revenue to the City</th>
<th>Yes</th>
<th>No</th>
<th>Affirmative Action Program</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
</table>

Description:

2022 RESIDENTIAL ASPHALT RESURFACING II
(10% SBE, 5% MBE AND 5% WBE PARTICIPATION GOAL / 10.01 % SBE, 5% MBE, AND 5% WBE PARTICIPATION ACHIEVED)

The Department of Public Works requests approval to award a contract with John R. Jurgensen Co. The project consists of the asphalt resurfacing of various streets throughout the City of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, John R. Jurgensen Co. in the amount of $4,136,676.63. This amount includes the base bid of $3,936,676.63 and Alternate No. 1-Contingency Allowance for $200,000.00. The estimated cost for the project was $4,152,250.00. Project completion is October 28, 2022.

This project is being funded using Issue 9 Residential Resurfacing ($4,087,426.63), Storm Water Capital Fund ($16,375.00), Sanitary Sewer Capital Fund ($16,375.00), Water Capital Fund ($16,500.00)

A Certificate of Funds, Tabulation of Bids, Bid Form from the firm recommended for award, and location list are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

Contract Start Date  Upon Execution
Expiration Date  09/01/24
Original Commission Approval  $ 4,136,676.63
Initial Encumbrance  $ 4,136,676.63
Remaining Commission Approval  $ -

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

Required Documentation

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

Amount: $ 4,087,426.63

Fund Code 40030 - 6450 - 1428 - 54 -
Fund Org Acct Prog Act Loc

Amount: $ 16,375.00

Fund Code 58002 - 3420 - 1428 - 54 - ST1001 -
Fund Org Acct Prog Act Loc

Amount: $ 16,375.00

Fund Code 55004 - 3420 - 1428 - 54 - SF1001 -
Fund Org Acct Prog Act Loc

Amount: $ 16,500.00

Fund Code 53003 - 3420 - 1428 - 54 - WF1004 -
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.
Vendor Address: 1780 Enon Rd Springfield Ohio 45502
Street City State Zip code + 4
Federal ID: 31-0578656
Commodity Code: 96866
Purpose: Award of Contract for 2022 Residential Asphalt Resurfacing II

Contact Person: Joe Weinel Public Works/Civil Engineering 3/8/2022
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 3/15/22

CF Prepared by 3/14/23

Finance Department

October 18, 2021
January 28, 2022

TO: David Escobar, Senior, Engineer II  
Department of Public Works

FROM: Donerik Black, Business & Technical Administrator (HRC)

SUBJECT: 2022 Residential II Asphalt Resurfacing  
(10% SBE, 10% MBE, 5% WBE Participation)

The HRC recommendation is to award the above contract to John R. Jergensen, Co. They submitted a bid utilizing two PEP certified contractor to meet the projects 10% SBE, 10% MBE, and 5% WBE participation goal. The HRC’s contract compliance analysis has verified that W.C. Jones Asphalt and Ebony Construction Co. Inc. are approved bidders 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>John R. Jergensen, Co.</td>
<td>$3,936,676.63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Business Participation</th>
<th>Committed Dollar Amount</th>
<th>% Toward Goal</th>
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<tbody>
<tr>
<td>W.C. Jones Asphalt Paving</td>
<td>$394,000.00</td>
<td>10.01% SBE</td>
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<tr>
<td>W.C. Jones Asphalt Paving</td>
<td>$197,000.00</td>
<td>5% MBE</td>
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<tr>
<td>Ebony Construction Co., Inc.</td>
<td>$197,000</td>
<td>5% WBE</td>
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</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) 333-1439.

DB
<table>
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<tr>
<th>Item Code</th>
<th>Item Description</th>
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<td>Pavement Repair</td>
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<td>03</td>
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<td>07</td>
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2022 Residential Asphalt Reconstructing II (R0092041)
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<tr>
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<td>A (448), Fiber Type C</td>
<td>Course, 42 1/2, 3mm, Type C</td>
<td>Asphalt Concrete Surface</td>
<td>ODOT 826</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WOLF CREEK</td>
<td>GRIMES ST</td>
<td>W FIRST ST</td>
<td>W THIRD ST</td>
<td>1,957</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WOLF CREEK</td>
<td>N WILLIAMS ST</td>
<td>DAKOTA ST</td>
<td>W THIRD ST</td>
<td>3,933</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>WOLF CREEK</td>
<td>PAISLEY ST</td>
<td>DAKOTA ST</td>
<td>W FIRST ST</td>
<td>1,657</td>
<td></td>
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<td>WOLF CREEK</td>
<td>SWEETMAN ST</td>
<td>W FIRST ST</td>
<td>W THIRD ST</td>
<td>1,983</td>
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<tr>
<td>WOLF CREEK</td>
<td>W 1ST ST</td>
<td>N BROADWAY ST</td>
<td>GRIMES ST</td>
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<tr>
<td>WOLF CREEK</td>
<td>W 2ND ST</td>
<td>N BROADWAY ST</td>
<td>GRIMES ST</td>
<td>11,715</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid

2022 Residential Asphalt Resurfacing II (10% SBE, 5% MBE & 5% WBE Participation Goal)

Bidder

John R. Jurgensen

1780 Enon Rd.

Springfield, OH 45502
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>298,040</td>
<td>$1.37</td>
<td>$408,314.80</td>
</tr>
<tr>
<td>ODOT 253</td>
<td>Pavement Repair</td>
<td>S.Y.</td>
<td>375</td>
<td>$45.00</td>
<td>$16,875.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>29,805</td>
<td>$1.00</td>
<td>$29,805.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448), (2&quot;)</td>
<td>Tons</td>
<td>33,120</td>
<td>$95.00</td>
<td>$3,146,400.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic Speed Hump</td>
<td>S.Y.</td>
<td>298,040</td>
<td>$0.40</td>
<td>$119,216.00</td>
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<tr>
<td>404</td>
<td>Each</td>
<td>38</td>
<td></td>
<td>$3,500.00</td>
<td>$133,000.00</td>
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<tr>
<td>632</td>
<td>Loop Detector</td>
<td>Each</td>
<td>12</td>
<td>$1,305.00</td>
<td>$15,660.00</td>
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<tr>
<td>632</td>
<td>Loop Detector Tie-In</td>
<td>Each</td>
<td>12</td>
<td>$100.00</td>
<td>$1,200.00</td>
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<td>644</td>
<td>Centerline</td>
<td>L.F.</td>
<td>685</td>
<td>$4.00</td>
<td>$2,740.00</td>
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<tr>
<td>644</td>
<td>Channelizing Line (8&quot;)</td>
<td>L.F.</td>
<td>105</td>
<td>$1.55</td>
<td>$162.75</td>
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<td>644</td>
<td>Crosswalk Line (8&quot;)</td>
<td>L.F.</td>
<td>2,009</td>
<td>$2.88</td>
<td>$5,785.92</td>
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<td>644</td>
<td>Stop Line</td>
<td>L.F.</td>
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<td>$8.04</td>
<td>$996.96</td>
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<td>644</td>
<td>Crosswalk Line (24&quot;)</td>
<td>L.F.</td>
<td>1,260</td>
<td>$5.77</td>
<td>$7,270.20</td>
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<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>50</td>
<td>$250.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>30</td>
<td>$675.00</td>
<td>$20,250.00</td>
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<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>110</td>
<td>$150.00</td>
<td>$16,500.00</td>
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<tr>
<td>Alternate No. 1</td>
<td>Contingency Allowance ($200,000)</td>
<td>Lump</td>
<td>1</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
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<tr>
<td>Alternate No. 2</td>
<td>Asphalt Rejuvenating Agent</td>
<td>S.Y.</td>
<td>298,040</td>
<td>$1.00</td>
<td>$298,040.00</td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C</td>
<td>Tons</td>
<td>33,120</td>
<td>$10.00</td>
<td>$331,200.00</td>
</tr>
<tr>
<td><strong>Base Bid Total:</strong></td>
<td></td>
<td></td>
<td><strong>$3,936,676.63</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address


Corporation
Name

Telephone

John R. Jurgensen Co.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Sean Poynter, General Manager

Home Office Address
11641 Mosteller Rd., Cincinnati OH 45241

Local Address
1780 Enon Rd., Springfield OH 45502

Telephone 937 882 6233  Fax 937 882 6957

E-mail Luke.Trubee@ijinet.com

Federal I.D.# 31-0578656

Dated this 27th day of January, 2022

Bidder: John R. Jurgensen Co.
(Person, Firm, or Corporation)

By:

Title: General Manager
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES [ ] NO [✓]

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

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES [ ] NO [✓]

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES [ ] NO [✓]

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES [ ] NO [√]

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES [ ] NO [√]

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES [ ] NO [√]

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES [ ] NO [√]

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
BID BOND

Amount $ __________ Ten Percent (10%) __________

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of Ten Percent (10%) of the 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,

John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502

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 27th day of January, 2022

[Signature]

John R. Jurgensen Company
Bidder

Robert E. Gigax, Jr., Attorney-in-Fact
Federal Insurance Company
Surety

Arthur J. Gallagher Risk Management Services, Inc.
Name of Insurance Agency

201 E. Fourth St. #625, Cincinnati, OH 45202
Address of Insurance Agency

Telephone: 513-977-3133  FAX 513-977-4653
CHUBB
Power of Attorney
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint Robert E. Gigax Jr., Shelly M. Martin, Phyllis T. Neal and Thomas B. Thelen of Cincinnati, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of April, 2020.

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 15th day of April, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 10, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of power provided for in such person's written appointment as attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

1. Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that:

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ this 27th day of January, 2022

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

Combined: FED-W2-P/WFC-2AIC (rev. 11-19)
Ohio Department of Insurance
Mike DeWine - Governor
Judith French - Director

Certificate of Compliance

Issued  03/24/2021
Effective 04/02/2021
Expires  04/01/2022

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

FEDERAL INSURANCE COMPANY

of Indiana 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
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Fire
Glass
Group Accident & Health
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners

Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $16,527,052,288, liabilities in the amount of $12,202,879,964, and surplus of at least $4,324,172,324.

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

Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

**Statutory Basis**  
December 31, 2020  
(In thousands)

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>Outstanding Losses and Loss Expenses</td>
</tr>
<tr>
<td>United States Government, State and Municipal Bonds</td>
<td>Reinsurance Payable on Losses and Expenses</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>Unearned Premiums</td>
</tr>
<tr>
<td>Stocks</td>
<td>Ceded Reinsurance Premiums Payable</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>Other Liabilities</td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENTS</strong></td>
<td><strong>TOTAL LIABILITIES</strong></td>
</tr>
<tr>
<td>Investments In Affiliates:</td>
<td></td>
</tr>
<tr>
<td>Great Northern Ins. Co.</td>
<td>Capital Stock</td>
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<tr>
<td>Vigilant Ins. Co.</td>
<td>Paid-In Surplus</td>
</tr>
<tr>
<td>Chubb Indemnity Ins. Co.</td>
<td>Unassigned Funds</td>
</tr>
<tr>
<td>Chubb National Ins. Co.</td>
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</tr>
<tr>
<td>Other Affiliates</td>
<td>SURPLUS TO POLICYHOLDERS</td>
</tr>
<tr>
<td>Premiums Receivable</td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ADMITTED ASSETS</strong></td>
<td><strong>TOTAL LIABILITIES AND SURPLUS</strong></td>
</tr>
</tbody>
</table>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2020, investments with a carrying value of $570,782,465 were deposited with government authorities as required by law.

**STATE OF PENNSYLVANIA**  
**COUNTY OF PHILADELPHIA**

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company’s financial condition as of the 31 day of December, 2020.

_Signed before me this_  
_August 8, 2023_

[Signature]

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Diane Wright, Notary Public  
Philadelphia County  
My commission expires August 8, 2023  
Commission number 1235746  
Member, Pennsylvania Association of Notaries
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, ____________________________ hereby certify that
(print name – an Officer of the company)

John R. Jurgensen Co. _______ 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: __________________________

Date: __________/____________/2022
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.

- vision insurance
- life insurance
- dental insurance
- short term disability
- group medical insurance
- defined benefit contribution plan

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.

- Ohio Laborers Training Program
- Ohio Operating Engineers Training and Apprenticeship Program

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

- Security Fence Group Inc.
- The Aeromark Company LLC
- Pavement Technology Inc.
- WC Jones
- Ebony Construction Co., Inc.
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

WC Jones

Ebony Construction Co.

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.

N/A
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 Clark ss:

Sean Poynter being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   John R. Jurgensen Co. ("the Contracting Party").

2. The Contracting Party is 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: ________________________________
Title: General Manager

Brenda E. Hannah
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio, )
COUNTY OF Clark, )

Sean Poynter, being first duly sworn deposes and states that:

(1) He/she is General Manager of
   (owner, partner, officer, representative, or agent)
   John R. Jurgensen Co. that (business or organization name)

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

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

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

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

SIGNED
General Manager

Brenda E. Hannah
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Residential Asphalt Resurfacing II

NAME: John R. Jurgensen Co.
LOCATION: Dayton, OH

During the performance of this contract:

1780 Enon Rd.
Springfield, OH 45502
937 882 6233/937 882 6957

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:

<table>
<thead>
<tr>
<th>From 1/1/2000 to Present</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11.5%</td>
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</table>

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

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

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

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

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

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

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

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

John R. Jurgensen Co. (Contractor) certifies that:

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

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

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

SIGN: ________________________
(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
(SELCT 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: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937-882-6233 Email: Luke.Trube@ejjnet.com
Primes Base Bid $ 3,936,476.63
Name of Project: 2022 Residential Asphalt Resurfacing II

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones
PEP-Certified Firm's Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<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>
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<tbody>
<tr>
<td>Total Bid $394,000.00</td>
<td>% 10.01%</td>
<td>$ 394,000.00</td>
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<tr>
<td>Materials $285,650.00</td>
<td>% 7.26%</td>
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<tr>
<td>Labor $108,350.00</td>
<td>% 2.75%</td>
<td>$ 108,350.00</td>
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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)

Sean Poutier

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

General Manager

(Title of Bidder/Proposer's Authorized Agent) 1/27/2022

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.
SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937-882-6233 Email: Luke.Trubee@jrjnet.com
Primes Base Bid $3,936,476.63
Name of Project: 2022 Residential Asphalt Resurfacing II

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones
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<tr>
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<td>5.9%</td>
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<tr>
<td>Materials</td>
<td>$142,825.00</td>
<td>3.63%</td>
<td>$142,825.00</td>
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<tr>
<td>Labor</td>
<td>$54,175.00</td>
<td>1.37%</td>
<td>$54,175.00</td>
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(Signature of Bidder/Proposer's Authorized Agent)
Sean Poynter
(Printed Name of Bidder/Proposer's Authorized Agent)
General Manager
(Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder/Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield
State: OH ZIP: 45502
Telephone: 937 882 6233 Email: Luke.Trube@jrjnet.com
Primes Base Bid $ 3,936,674.63
Name of Project: 2022 Residential Asphalt Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Co., Inc.
PEP-Certified Firm’s Tax ID#: 34-1520889
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
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</tr>
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<td>Labor</td>
</tr>
<tr>
<td>$54,175.00</td>
</tr>
<tr>
<td>Amount to Be Paid to This PEP</td>
</tr>
<tr>
<td>Firm for the Work Described:</td>
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<tr>
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<tr>
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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)

Sean Poynter
(Printed Name of Bidder/Proposer’s Authorized Agent)

General Manager 1/27/2022
(Title of Bidder/Proposer’s Authorized Agent)

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>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
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</thead>
<tbody>
<tr>
<td>10.01</td>
<td>5</td>
<td>5</td>
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</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/Offeror's Authorized Agent)

John R. Jurgensen Co.

(Name of Bidder/Proposer's Firm)

General Manager

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

(Date)

BACK
A RESOLUTION

Authorizing the Submission of the 2022 Community Grant Application through the Ohio Facilities Construction Commission for a Cultural Facilities Project; Authorizing the Acceptance of a Community Grant Award through the Ohio Facilities Construction Commission on Behalf of the City of Dayton and the National Aviation Heritage Alliance, and Declaring an Emergency.

WHEREAS, The City has a vested interest in the preservation and redevelopment of land, parcels R72 00111 0006, R72 00111 0009, R72 00111 003, commonly known as “The Wright Factory Site”; and

WHEREAS, The City has worked in partnership with the National Aviation Heritage Alliance and countless community partners to encourage beautification, redevelopment, and historic preservation at The Wright Factory Site; and

WHEREAS, The Wright Factory Site has seen substantial redevelopment with the addition of the new Dayton Metro Library West Branch and the future installation of a national park; and

WHEREAS, The City and partners desire to beautify and further redevelop the Wright Factory Site through the creation of a public cultural facility; and

WHEREAS, Cultural Facilities Grants are managed and awarded by the Ohio Facilities Construction Commission (“OFCC”); and

WHEREAS, The National Aviation Heritage Alliance sought and received appropriation for a Cultural Facilities Grant at the Dayton Aviation Wright Factory Site in the amount of ONE MILLION, FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($1,425,000.00) from the State of Ohio through the OFCC; and

WHEREAS, The National Aviation Heritage Alliance must complete a Cultural Facilities Project Application in conjunction with a government or nonprofit corporation to access the award; and

WHEREAS, The City will act as the required government or nonprofit corporation that serves as a Sponsor Organization for the award; and

WHEREAS, To accommodate the State of Ohio’s appropriation deadline and for the immediate preservation of the public property, health, and safety, it is necessary that this Resolution take effect immediately; now, therefore,
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager or her designee be, and hereby is, authorized and directed on behalf of the City of Dayton to file the 2022 Community Grant Application for a Cultural Facilities Project through the Ohio Facilities Construction Commission in the amount of ONE MILLION FOUR HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS ($1,425,000.00).

Section 2. That if the Ohio Facilities Construction Commission tenders a grant to fund said Program, the City Manager or her designee is hereby authorized and directed to accept said grant on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grants and the Programs.

Section 3. 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 ____________, 2022

Signed by the Mayor ________________, 2022

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
March 18, 2022

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

FROM: Todd Kinskey, Director  
       Department of Planning, Neighborhoods & Development

SUBJECT: Resolution to Support Grant Application: Wright Factory Cultural Facility Development

The Department of Planning, Neighborhoods & Development recommends the passage of the attached resolution, granting authority to apply for an earmarked grant with the State of Ohio, through the Ohio Facilities Construction Commission (OFCC). The $1,425,000.00 earmark was appropriated by the State of Ohio for the National Aviation Heritage Alliance (NAHA), for the creation of a public cultural facility.

In order to access the funding, NAHA must partner with a government or nonprofit corporation. PND recommends the City act as the required government Sponsor Organization, as the City has a vested interest in the preservation and redevelopment of the Wright Factory Site.

The Wright Factory Site, parcels R72 00111 006, R72 00111 009, and R72 00111 003, is located in West Dayton, adjacent to the Westwood, Arlington Heights and Lakeview neighborhoods. The Wright Factory Site is a catalytic brownfield redevelopment, home to the original Wright Factory. The Wright Company Factory was placed on the National Register of Historic Places on September 9, 2019. Work to create a dynamic, multi-use redevelopment is underway, with the first component completed, the creation of the Dayton Metro Library West Branch.

The funding from the OFCC will be used to stabilize and secure the historic Wright Factory buildings, to create a future public cultural facility. To leverage this investment, PND recommends utilizing Community Development Block Grant Cares Act funds (CDBG-CV), as an in-kind match. CDBG-CV funding will be used to create outdoor recreation trails near the cultural facility.

A Certificate of Funds is attached for the $800,000.00 cash match.

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

TK/hrb

Attachments

C: Mr. Parlette; Ms. Lofton; Mr. Lipson; Ms. Browning; Ms. Geist; Ms. Morris; file
A RESOLUTION

Adopting the “City of Dayton City Commission Rules of Procedure and Order” and Repealing the Previously Adopted Rules.

WHEREAS, The City Commission strives to work as an effective team in order to best serve the people of Dayton; and

WHEREAS, The City Commission recognized the need for rules to ensure that team expectations are clear, and that the business of the government is conducted in a fair, timely, and orderly manner while allowing citizens to participate effectively; and

WHEREAS, On May 16, 2018, the Commission of the City of Dayton adopted the City of Dayton Commission Rules of Procedure and Order by Resolution Number 6329-18 to establish the rules governing its process and proceedings; and

WHEREAS, On February 11th – 12th, 2022, the City Commission met in a retreat special meeting to discuss changes and additions to these rules and procedures; and

WHEREAS, The Commission has modified these rules and processes, and wishes to adopt the attached “City of Dayton City Commission Rules of Procedure and Order” and repeal the previously adopted provisions; now therefore,

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

Section 1. The Commission of the City of Dayton hereby adopts and establishes the rules pertaining to its meetings as set forth in the attached amended document entitled, “City of Dayton City Commission Rules of Procedure and Order.”

Section 2. That the existing Rules of Procedure and Order approved by the Commission on May 16, 2018, are hereby repealed.

ADOPTED BY THE COMMISSION ........................................, 2022

SIGNED BY THE MAYOR ................................................., 2022

Mayor, City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney
CITY OF DAYTON
CITY COMMISSION RULES OF PROCEDURE AND ORDER
Amended March 3, 2022
Resolution Number

THE REVISED CODE OF GENERAL ORDINANCES

The Revised Code of General Ordinances is a classification and arrangement of all the general or regulatory ordinances for the City of Dayton. The ordinances act as the controlling body of municipal law for our residents. Each section is assigned a number. The Code does not include temporary or special ordinances such as contracts with citizens and governmental subdivisions of the State, deed acceptances, special privilege grants, condemnations, or leases.

The Code is cited as the Revised Code of General Ordinances of the City of Dayton (RCGO) and provisions therein may be referred to by the consecutive section numbers. The original ordinance numbers and dates of passage or amendment have been preserved in historical data at the end of each code section. Ordinances contained in the Code are known and cited officially either by Code section designation, or by ordinance number, or both.

In 1940, the Code was made available in loose leaf form. Supplements were issued periodically. In 1954, 1977, 1984, and 2002 a complete new code, in loose leaf form was published.

RESOLUTIONS AND ORDINANCES

The Commission enacts legislation by passing Ordinances and adopting Resolutions. There is no legal difference between an Ordinance and a Resolution. Each represents a form by which the Commission speaks or acts formally. One is as binding and effective as the other. Over the years, the use of Ordinances by municipalities has become the common practice. However, in some instances the Ohio Statutes and the Charter of the City provide specifically that the governing body (City Commission) shall act by Resolution. The Dayton Charter, in dealing generally with enactment of legislation, uses both terms, Ordinances and Resolutions. However, in instances where State Statutes or the Charter, in control of procedure, are specific and use the term Ordinance or Resolution, the Commission must act by the method prescribed.

In the City of Dayton, Ordinances are typically used for items already regulated in the RCGO, relating to the sale or purchase of real estate, or any other municipal regulation. Resolutions are typically used for authorizing submission of or acceptance of a grant, support for or opposition to a liquor permit application, or support or opposition of a stated objective or position.

ORDINANCE ENACTMENT

Each proposed Ordinance or Resolution shall be introduced in written or printed form, and shall not contain more than one subject, which shall be clearly stated in the title. General Appropriation Ordinances may contain the various subjects and accounts for which moneys are to be appropriated. The enacting clause of all ordinances passed by the Commission shall be, Be
it ordained by the Commission of the City of Dayton. The enacting clause of all ordinances submitted by the initiative shall be **Be it ordained by the City of Dayton.**

Every Ordinance or Resolution, unless it be an emergency measure, shall be read at the meeting when it is introduced and shall be read at the next regular meeting, or to such time as same may be assigned for further hearing, when disposition shall be made. If any Ordinance or Resolution shall be referred to a committee, or the City Manager, such committee or the City Manager shall make their report at or before the time set for further hearings.

No Ordinance, unless it is declared an emergency measure, shall be passed on the day on which it shall be introduced, unless so ordered by an affirmative vote of four (4) members of the Commission. Reference: Section 41, Charter.

All Ordinances and Resolutions, except those passed as Emergency Measures, shall be in effect after thirty (30) days from the date of their passage. Reference: Section 42, Charter.

**EMERGENCY MEASURE**

An emergency measure is an Ordinance or Resolution for the immediate preservation of the public peace, property, health or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. No Ordinance or Resolution making a grant, renewal or extension of a franchise or other special privilege, or regulating the rate to be charged for its services by any public utility, shall be passed as an emergency measure. Emergency measures become effective at the time indicated therein. By the affirmative vote of not less than four members of the Commission, emergency measures may be passed on the day when introduced. Reference: Section 42, Charter.

This is accomplished by two separate votes, the first to make the legislation an emergency measure and the second to vote on passage of the legislation. This can occur by having two readings of the legislation at a single meeting, or one reading at each of two meetings. The title is read the first time, including a phrase declaring it to be an emergency. A motion to make it an emergency follows the first reading of the proposed legislation.

Upon a roll call, four *yea* votes are required to adopt the emergency motion. The legislation, if approved in a separate vote, would then be effective upon the passage date included in the legislation, generally immediately. A second reading of the legislation is made and the roll is called for vote to pass the legislation.

The titles of Ordinances and Resolutions enacted under the terms of the Charter are published only once in a newspaper of general circulation. The General Appropriation Ordinance is published in its entirety.

**SPONSOR ASSIGNMENT**

Ordinances and resolutions are identified by number and by the name of a Commissioner as sponsor. Assignments are generally made in rotation by the Clerk of Commission, and does not
indicate that the Commissioner formally introduces or sponsors an Ordinance or Resolution. Each Commissioner is informed of the ordinance(s) to which their name has been assigned. However, a Commissioner may request that another name be assigned. Should the Clerk be aware of a Commissioner’s objection to a measure, the Clerk would not assign that particular Commissioner’s name to the legislation. Commissioners should communicate to the Clerk if they intend to vote no or abstain on a measure they have been identified as a sponsor on so that another Commissioner may be assigned.

INFORMAL RESOLUTION

With respect to matters not requiring the enactment of legislation, the Commission speaks by Motion or Informal Resolution. The motion is used as a suggestion or proposal. The Informal Resolution is used by the City Commission when it is desired to formalize action that would otherwise be taken by motion and to more effectively document it. However, it is no more effective than the motion. Common examples of Informal Resolution subjects include supporting or opposing legislation at the State or Federal level, supporting local tax initiatives sponsored by partner authorities, designating an activity as a Public Purpose, or encouraging citizens to participate in particular civic activities. Informal resolutions take effect immediately upon adoption.

RULES AND PROCEDURE FOR CITY COMMISSION MEETINGS

OPEN MEETING LAW

All meetings of the City Commission are subject to the requirements of the Ohio Sunshine Law, presently codified in Ohio Revised Code § 121.22. However, during the pendency of a city declaration of emergency, the City Commission may hold and attend meetings and may conduct and attend hearings by means of teleconference, video conference, or any other similar electronic technology in accordance with R.C.G.O. § 30.14. Any citizen comment submitted prior to the meeting will be distributed to the Commission in advance of a virtual meeting. Written citizen comments from a virtual meeting will be posted on the City’s website with meeting minutes.

The Clerk of Council will publish the agenda for weekly and special meetings prior to the beginning of the meeting. All special meetings require at least 24 hours advance notice to the public.

At a regularly scheduled meeting, the Commission may add to the Agenda any matter for action, including adoption, without prior notice that such matter shall be considered at the meeting. At a special meeting, the Commission can only take action on a matter appearing on the notice for the special meeting.

REGULAR MEETINGS

Regular meeting of the City Commission shall be held on Wednesday of each week, commencing at 8:30 a.m. except that the meetings on the first, third, and fifth Wednesday of each month shall begin at 6:00 p.m., provided, however, that when following such schedule such
Commission meeting will fall on any of the following days: New Year’s Day, Washington’s Birthday, Independence Day or Christmas Day, then in that event the regular meeting of the Commission for the week may be held on Thursday at the same hour of the day as the meeting of would have had Wednesday of that week not have been a holiday. (Ords. 18107, passed 11-24-54: amend. Ord. 19560, passed 3-9-60; amend Ord. 26535, passed 5-26-82; amend. Ord. 26568, passed 7-28-82; amend Ord. 26843, passed 7-20-83)

If a member is not able to attend a meeting of the City Commission, they must prepare a memo requesting authorization of their absence and noting the reason for it. Said memo must be distributed to the Director of Commission, the Clerk, and the other four commission members.

The Mayor, when present, shall preside at all meetings. In the Mayor’s absence, a Commissioner serves as temporary presiding officer and the assignment will be designated by the Mayor. In the absence of an appointment, the longest serving Commissioner shall serve as the presiding officer of the meeting.

The presiding officer will decide all points of order, including order of action on the agenda items, unless specifically appealed by a majority of members.

It is agreed that under normal circumstances, action on any agenda item will be held for one week at the request of any member. The request to hold an item should be communicated to the Director or Clerk as far in advance of the meeting as possible. This does not include matters where there are statutory deadlines, such as the annual budget.

As soon as the roll call and the minutes have been read and approved, the presiding officer shall call the business of the meeting in the following order:

1. Communications and Petitions
2. Special Awards/ Recognition
3. Discussion of City Manager’s Recommendations
4. Discussion of City Commission Recommendations
5. Citizens Comments on City Manager’s Recommendations
6. Approval of Legislation
7. Public Hearing
8. Citizen Comments/Public Hearing
9. Approval of Public Hearing Legislation
10. Citizens Comments
11. Comments by City Manager
12. Comments by Clerk of Commission
13. Comments by City Commission
14. Miscellaneous

Members must abstain from voting on issues that involve organizations in which they have proprietary interest or from which they receive personal income. This is not intended to apply to holding shares in a corporation, etc. totaling less than five percent of such shares outstanding, as provided in the ORC.
The Commission will permit citizen comment on items before them for action and will permit oral or written presentations to be made on topics of public concern at the appointed time during legislative meetings. This rule may be set aside at the presiding officer’s discretion to accommodate special situations, including but not limited to persons invited by a member to bring comments to the body. Should a member desire to invite a member to provide a presentation to the body, the Presiding Officer and Director/Clerk should be so advised in advance.

The Commission directs that every reasonable effort be made to provide for first reading only of an ordinance or resolution at the time of introduction, even when for purpose of immediate effectiveness. In cases where two readings at one meeting is necessary, a memo should accompany the weekly packet explaining why this is required. If any member objects to holding two readings at one meeting, they should alert the Director or Clerk as soon as possible.

CONDUCT OF PERSONS AT COMMISSION MEETINGS

The Commission values citizen engagement at the regular meetings and expects conduct of everyone in attendance that allows others, including the Commission, to hear their comments. Citizens attending the Commission meeting must be seated and remain in the audience during the meeting, except when recognized by the Presiding Officer and may stand at the podium only during the time he or she is allowed to speak. Only one speaker is allowed at the podium at a time, unless: (1) the Presiding Officer has invited two or more persons to the podium for informational or ceremonial purposes; or (2) the speaker has a disability and requires the assistance of one additional individual to approach the podium and/or communicate with the Commission.

The Commission values accessibility for the regular meeting. If a citizen requires interpretive services to communicate with the Commission, they may bring their own interpreter or may request one in advance by calling the City Commission office.

The “Citizen Comments” portions of the agenda are dedicated to allowing the public at large to speak on issues at each regular Commission meeting. Citizens desiring to speak during Citizen Comments shall sign up with the Clerk of Council by completing the Citizen Comments Form and submitting it before the start of the meeting. The individual shall print his/her name, home address and specific subject matter on which he or she intends to speak. If not completed as required, the speaker will not be recognized. Speakers are permitted to address the Commission only once during general comments, but may also speak on calendar items or a public hearing, if relevant. The only exceptions are a pre-approved presentation to the Commission, or upon request of the majority of the Commission. Speakers are limited to three (3) minutes.

No person in attendance at a Commission meeting shall do the following:

- Address the Commission without first being recognized by, and granted permission so to do, by the presiding officer, or by a majority of the Commission;
• Continue to address the Commission after being ruled out of order by the presiding officer, unless permission to continue is granted by a majority of the Commission; or
• Become boisterous or perform any act, either individually or in concert with another person or persons, which interfere with the good order and decorum of the Commission.

Any Person convicted of violating any of the provisions of division (A) shall be guilty of a misdemeanor of the fourth degree. (Ord. 23408, passed 6-25-59)

Disturbing a Lawful Meeting: Has the meaning ascribed to Ohio Revised Code Section 2917.12 as follows: (A) No person, with purpose to prevent or disrupt a lawful meeting, procession, or gathering, shall do either the following:

(1). Do any act which obstructs or interferes with the due conduct of such meeting, procession, or gathering;
(2). Make any utterance, gesture, or display which outrages the sensibilities of the group.

Prohibited conduct includes, but is not limited to the following:

• Shouting in the Commission Chambers;
• Remaining out of your seat after being requested by the Clerk of the Commission or the Presiding Officer to return to your seat;
• Clapping or making other loud noises;
• Approaching the podium or the dais during the Commission Meeting without permission of the Presiding Officer;
• Using obscene or profane language, personal attacks, slander, physical violence or the threat thereof, which the Presiding Officer determines is intended as a disruption of the meeting; and
• Speaking beyond the allotted three (3) minutes.

In addition to potential criminal prosecution, the Presiding Officer may order the removal of any person Disturbing a Lawful Meeting and/or violating the Commission Rules. In cases where the Presiding Officer believes that an individual Disturbed a Lawful Meeting, the Presiding Officer may ban the individual from attending the Commission Meeting for six months. The Presiding Officer will trespass an individual who has disrupted a lawful meeting from City Hall for a period of up to six (6) months pursuant to Section 2911.21 of the Ohio Revised Code. The Dayton Police Department shall issue a notice of criminal trespass and shall be responsible for notifying the individual of the duration of the suspension in writing.

CONDUCT OF MEMBERS AT COMMISSION MEETINGS

The City Commission shall give citizens a courteous and respectful hearing of their views. The Commission recognizes that citizens make significant personal sacrifices to attend Commission meetings and public hearings. The Commission shall be respectful of the time being given, even when the speaker is critical of the members. Decorum and civility shall be observed at all times
by Commissioners. This includes prompt and regular attendance at all City Commission
meetings, including the times dedicated to public comment.

The presiding officer may respond to a citizen during the public comment period after they have
concluded speaking. However, most follow up to issues raised by citizens will occur after the
meeting has concluded so as to allow for the efficient running of the meeting, and for all citizens
to be heard in a timely manner and for adequate time for staff to review and provide necessary
support.

Commissioners, with the recognition of the Presiding Officer, may ask questions of the City
Manager pertaining to calendar items or other relevant city business. The Presiding Officer may
also request that the City Manager call administration leadership to the dais to respond to
questions as well.

EXECUTIVE SESSIONS

The convening, notice, content, conduct, and record of all Executive Sessions must comply with
Ohio’s Sunshine Law. Special executive meetings may be called in the manner and by the person
described in Section 39 of the City Charter.

Retiring to Executive Session during or following the regular order of business will reflect the
same provisions as for a special meeting except notice is by announcement.

It will be usual practice that, except for members, any request for an Executive Session should
come from the City Manager or the Director of the Office of the City Commission to the Mayor
with prior knowledge or legal opinion that the subject matter falls in the permitted categories.

The topic for Executive Session should be made known to members of the Commission when the
request or notice for such meeting is made. Details of subjects to be discussed will be considered
confidential by Commission and staff prior to the meeting.

A brief written record of the conduct of an Executive Session is required to be kept as are records
of all Commission meetings. It is a public record. Anything beyond the general written record
that is to be revealed publicly shall be agreed during the meeting and observed by all in
attendance. If a member intends to comment beyond the points agreed to, such member should
advise the body of that intent.

Confidentiality of printed material distributed in Executive Session will be assumed unless
otherwise indicated by the presenter. Members shall not record, through video or audio,
executive session proceedings.

When a document or verbal information is presented to all members with a classification such as
confidential, all members agree to honor the designation completely, or personally advise all
other members of an intent to do otherwise.
WORK SESSION

Work Sessions are held at the convenience of the City Commission to provide a setting for extended presentations and discussion of a specific topic. It is used for information exchange and discussion; no vote or formal action may occur at a Work Session. A Work Session is typically held in conjunction with an announced public meeting of the City Commission. Typically, Work Sessions are held following a morning City Commission meeting or preceding an evening City Commission meeting. The starting time of a Work Session shall be announced prior to the meeting.

The Mayor, or any two Members of the City Commission, may request a Work Session, which is to be scheduled at the convenience of the majority of the City Commission. It will be usual practice that, except for Members, any request for a Work Session should come from the City Manager or the Director of the Office of the City Commission to the Mayor for consideration.

Representatives of an outside organization or a City agency may be invited to share information on a topic of the City Commission’s choosing. The City Commission may provide direction as to the topic, range of information, or method of presentation of information.

A written record of the conduct of a Work Session is required to be kept as are records of all Commission meetings. It is a public record. As a public meeting, the public or media may be in attendance and may share information which is discussed during the meeting.

PROCEDURES REGARDING CONFIDENTIALITY

In an effort to assist the City Commission in identifying those issues and reports forwarded to them by the City Manager which should be considered as confidential, the following procedures and guidelines should be used.

The City Manager, or his or her designee, shall assume responsibility for identifying and marking information and reports that are submitted to the City Commission which should be considered confidential. Such documentation shall be labeled Confidential. These matters may include, but are not limited to, security documents, attorney-client privileged communications, attorney work product, negotiations, mediation communications, and matters required to be kept confidential by federal or state law.

It is recognized that department or agency heads may submit reports for City Commission consideration on items not covered in the above mentioned subject whereby the premature disclosure of information related to them would be adverse to timely public discussion. In this instance, the department or agency head shall be responsible for identifying such reports and receive concurrence from the City Manager or their designee, prior to submission to the City Commission.
In the event a representative of the news media has advance knowledge of a confidential report or discussion item submitted for City Commission review, the City Manager’s staff shall not discuss the issue until the City Commission has been informed.

When a document or verbal information is presented to the members of the Commission with a classification such as confidential, all members agree to honor the designation completely or personally advise all other members of an intent to do otherwise.

For attorney-client privileged information, the City Commission may, at times, determine that it is necessary to waive privilege and release information to the public. This can only be done with support from a majority of the Commission and in consultation with the Director of Law.

MEMBER INTERACTIONS

Members shall treat one another with decorum and respect. Members will not attack the character or integrity of one another in a public forum. Members will also act respectfully to one another in private.

The mayor serves as the head of the Commission and seniority of tenure shall be followed among commissioners with regards to matters where an order of preference is required.

If the majority of the Commission determines that a member has violated the terms of these rules, the Commission may censure the member during a regular City Commission meeting. A motion to censure the member must be brought forward and seconded, then brought to a roll call vote of the Commission.

ACCESSIBILITY

Every effort will be made to ensure that recordings or livestreams of City Commission proceedings, including press conferences, are accessible to the public, including either live interpretation of American Sign Language or closed captioning services.
CITY COMMISSION OFFICE STAFF

The City Commission appoints the Executive Assistant to the Commission, who shall be known as the Director of the City Commission Office, and a Clerk of Commission.

Other staff in the City Commission Office are hired by and report to the Director. This includes Legislative and Commission Aides, which may be assigned to the mayor or a commissioner to manage scheduling, correspondence, or citizen complaints. Commissioners may require staff support on research or other projects, which will be assigned to aides by the Director or Clerk. Other work by the aides will benefit the entire Commission, as determined by the Director in consultation with the members.

In hiring staff, Commissioners are encouraged to assist in finding candidates to apply. The Director and Clerk will do initial screenings of candidates that meet qualifications, present suitable candidates to the Commission, and solicit their input on staff selection. Staff evaluations are conducted by the Director or designee, and disciplinary action – including potential termination – is at the discretion of the Director.

As with interactions between members, City Commission Office staff should also be treated with respect.

Per Section 43 of the City of Dayton Charter, the Clerk shall be responsible for maintaining records. With support of the Commission, the Clerk has authority to set policies related to the access, handling, and disposition of these records for Commissioners, staff, and the public.

CITY ADMINISTRATION REQUESTS

Commission member requests of administrative staff, including for information, should be directed to the City Manager’s office. Outside of routine matters, members will engage the City Manager’s office instead of department heads. Members should not engage with staff below the department director or deputy director level without prior agreement of the City Manager.

Members of the Commission may request legal opinions and legal work from the Department of Law. Members are asked to keep staff capacity in mind when requesting legal work, recognizing that staff will not be able to complete significant analysis with short notice. Any legal opinions produced by the Department of Law will be shared with the entire City Commission unless it pertains to a member’s unique personal or professional ethics.

As with interactions between members, City Commission Office staff, administrative staff should also be treated with respect.
PROCLAMATIONS, RESOLUTIONS IN MEMORIAM, AND GREETINGS

On occasion, the Commission may wish to respond to events that do not rise to the level of legislation.

- Proclamations are used to declare a period of time, typically a day, in honor of a person or event, which is described in the Proclamation.
- Resolutions in Memoriam are issued to acknowledge the passing of a person who has contributed significant good works to the community.
- Greetings are issued to acknowledge an event related to a person or organization in the community.

PROCLAMATIONS

Proclamations are issued by the Mayor, or infrequently, by the entire Commission. With approximately 150 Proclamations issued in any year; requiring only the signature of the Mayor is necessary for an efficient process. In rare occasions, a member may request for the entire City Commission to sign a proclamation of significant importance. However, issuing a Proclamation from part, but not all, of the Commission gives the impression that Members not signing are opposed to the Proclamation’s content. It is therefore not appropriate to issue a Proclamation containing the names of only part of the Commission.

The typical format of a Proclamation is five to seven data points about the individual, organization, or event being recognized, culminating in a day being honorably declared for the person, organization, or event, and signed by the Mayor. If the event is over a weekend, a week, or month, the period of time designated may match the event’s period. Rarely, and to convey the extraordinary nature of a person, organization, or event, will an honorary designation extend past a month. If being signed by the entire Commission, the content of the Proclamation must be shortened in order to allow room for all signatures. Because the Mayor is the ceremonial head of government and typically issues Proclamation, the Mayor’s Office may have specific requirements, forms, or procedures related to issuing Proclamations.

RESOLUTIONS IN MEMORIAM

A Resolution In Memoriam is presented to the family of a person who has recently passed and who made significant positive contributions to the community. These are typically prepared immediately following a death, so that the family may receive it at or before any funeral or memorial service. Some groups publicly read the Obituary, Resolution In Memoriam, and other tributes during the funeral or memorial service. Information beyond what is in the public obituary should be included in the Resolution In Memoriam whenever possible, including details about the individual’s life, connections and contributions to the community, or other personalized information.

The typical format for a Resolution In Memoriam is a series of data points highlighting the individual, the family, and the significant contributions made to the city, culminating in an
expression of sympathy made by the entire City Commission, and signed by the entire City Commission. Because there are fewer than a dozen Resolutions In Memoriam issued in any given year and the person memorialized has typically made significant contributions over a long period of time, extra efforts are made by the Commission to have all Members personally sign these documents.

GREETINGS

A Greeting is a formal acknowledgment of a person or organization on the occasion of some event or milestone. It contains no personalization other than the name and the occasion. They may recognize a retirement, milestone of service to a company, milestone birthday, receipt of an award, family reunion, or other occasion. It is signed by the Mayor. Typically 300 or more Greetings are issued in any year; the difficulty in getting multiple signatures on a Greeting in a timely manner is a further reason that the Mayor signs on behalf of the entire City Commission in most cases.

The format of a Greeting is a fill in the blank certificate with space for a name, an occasion and a date. Because the Mayor is the ceremonial head of government and because of the quantity of Greetings typically requested, the Mayor’s Office may have specific requirements, forms or procedures related to issuing Greetings.

CORRESPONDENCE

Letters of support for specific projects or grants should be discussed and agreed upon by a majority of the Commission. Individual members may support projects, but should only use City Commission letterhead if there is majority support.

Members of Commission may send individual correspondence on City Commission letterhead for an event or occasion related to their services as a Commissioner. Members may send letters of recommendation for individuals on City Commission letterhead.
AN INFORMAL RESOLUTION


WHEREAS, The Tax Incentive Review Council met on March 7, 2022 and pursuant to Section 5709.85 of the Ohio Revised Code made recommendations regarding agreements granting exemptions from property taxation for property within the City of Dayton; and

WHEREAS, R.C. 5709.85 requires that this Commission accept, reject or modify the recommendations of the Tax Incentive Review Council; now, therefore,

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

Section 1. That this Commission hereby accepts the recommendations of the Tax Incentive Review Council, which recommendations are on file in the Department of Planning, Neighborhoods, and Development and incorporated herein by reference.

ADOPTED BY THE COMMISSION ......................, 2022

SIGNED BY THE MAYOR ............................, 2022

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
March 17, 2022

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

FROM: Todd Kinskey, Director  
Department of Planning, Neighborhoods & Development

SUBJECT: Tax Incentive Review Council – Annual Review of Property Tax Exemptions

The Tax Incentive Review Council (TIRC) is required by State law to annually review all property tax exemptions within the City. The TIRC met on March 7, 2022 to review performance and recommend action to the City Commission about the status of the City’s eight active Enterprise Zone (EZ) Agreements of which six are subject to review, five Tax Increment Financing (TIF) Districts, and the Community Reinvestment Area (CRA) Program. Attached is an informal resolution to accept the recommendations of the TIRC for the 2021 Annual Review of Investment and Compliance Report for the EZ Program, CRA Program, and TIF Districts.

**Tax Increment Financing Districts**

Tax Increment Financing is an economic development tool available to local governments in Ohio to finance public infrastructure improvements. The City has five active TIF projects: the Greater Webster Station Relizon Project, Courthouse Square, Tech Town Building A-Greater Webster Station Project, the GE Aviation EPISCENTER, and the Dayton International Airport. The five TIFs were created in support of $148.5 million in investment and the retention or creation of 2,416 jobs. All TIF projects are in good standing and the TIRC recommended that the five TIFs be continued until the 2022 annual review.

**Enterprise Zone Program**

Between June 1983, and December 31, 2021, the City of Dayton has entered into a total of 262 EZ Program Agreements. The TIRC reviewed six EZ Agreements for the 2021 Annual Certification of Investment and Employment. Companies are evaluated on pledged versus actual investment, job creation and retention, and hiring of city residents. Of the Agreements reviewed, all six of the Agreements are being continued and were found to be in Full or Substantial Compliance with pledged goals.

The city has experienced $116.2 million in actual total investment from businesses pledging to invest $53.2 million and create 133 jobs. Average investment by a business in the EZ Program is $12.9 million, which exceeds the average pledge of $5.9 million. Employment in 2021 is 1,482 full-time equivalent positions, which includes created and retained jobs. The number of jobs attributed to the program is 605. All EZ projects are in good standing and the TIRC recommended that the six EZ Agreements be continued until the 2022 annual review.

**Community Investment Area Program**

The CRA program provides tax exemption for real property improvements resulting from rehabilitation or new construction. In 2021 the CRA Program assisted 248 residential projects that leveraged investments of approximately $111.4 million and 23 commercial/industrial projects that leveraged investments of approximately $527 million and 2,695 jobs.
There are six commercial/industrial projects located in the CRA at the Dayton International Airport:

- PSA Airlines, Inc. (Hangar & Maintenance Facility)
- Energizer Holdings, Inc.
- NP Dayton Building II, LLC
- RG Aviation, LLC
- PSA Airlines, Inc. (Office Bldg.)
- NP Dayton Chewy, LLC

There are 17 commercial/industrial projects located in neighborhood CRA districts:

- Water Street Acquisition, LLC
- Water Street Hotel, LLC
- St. Peter Partners, LLC
- Flats at South Park,
- LAW 607, LLC
- LAW 601, LLC
- CHYLAW 537 Monument, LLC
- Dayton Rotunda Commercial, LLC
- South Arcade Commercial, LLC Unit 3
- South Arcade Commercial, LLC Unit 4
- Dayton CHY Hotel, LLC
- Water Street Acquisition II, LLC
- Dayton CHY Acquisition II, LLC
- Dayton CHY Acquisition III, LLC
- KC Dayton Partners, LLC
- Wright Dunbar, Inc.
- Economy Linen & Towel Service, Inc.

All CRA projects are in good standing and the TIRC recommended they be continued until the 2022 annual review meeting.

The informal resolution accepting the TIRC recommendations will finalize the 2021 process and permit the City to be in compliance with the requirements for managing these three programs. We are requesting that this informal resolution be passed at the March 30, 2022, Commission meeting to meet the State of Ohio mandated deadline.

If you have any questions about the attached information, please contact Mary Faulkner at extension 3819.

Attachment

C: Joe Parlette
    Lashea Lofton