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: Sustainability Update
   9:30 A.M. - PRC
   https://www.daytonohio.gov/govtv
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

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

1. Purchase Orders:

   **FIRE**

   AI. Horton Emergency Vehicles Company (emergency vehicle parts, materials and supplies as needed through 12/31/22) $15,000.00
1. (Cont’d):

**FIRE**
A2. State of Ohio – P0220843 (radio communication user fees as needed through 12/31/25) $740,480.00

**INFORMATION TECHNOLOGY**
B1. Comptech Computer Technologies Inc. (temporary staffing services as needed through 12/31/22) 50,000.00

**PLANNING, NEIGHBORHOODS AND DEVELOPMENT**
C1. Agold Services, Inc. dba Pro TitleUSA (property ownership and title reporting services as needed through 12/31/22) 15,000.00
C2. Celloe Ptnshp dba Verizon Wireless (cellular phones and tablets as needed through 12/31/22) 19,649.65
C3. Dell Marketing LP (computers and accessories) 35,392.25
C4. Friends Service Company, Inc. dba FriendsOffice (office furniture including delivery and installation services as needed through 9/30/22) 10,201.93
C5. Ohio Newspapers, Inc. dba Dayton Daily News (legal publication services as needed through 12/31/22) 35,000.00
C6. Parr Public Safety Equipment (two mobile dispatch tablets with docking stations and installation services) 15,409.94
C7. Tri-State Paralegal Service LLC (property ownership and title reporting services as needed through 12/31/22) 15,000.00

**POLICE**
D1. Kiesler Police Supply (ammunition) 27,849.30
D2. POWERDMS, Inc. (renewal of software maintenance services as needed through 12/31/25) 59,067.44
D3. SERT LLC (eighty (80) tactical carbine rifle cases) 12,000.00

**PUBLIC WORKS**
E1. Baldwin & Sours, Inc. (one hundred (100) uninterruptible power supply (UPS) batteries) 24,950.00
E2. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs) 50,000.00
### RECREATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1.</td>
<td>Total Tennis, Inc. (tennis court resurfacing and reconditioning as needed through 12/31/22)</td>
<td>$12,525.00</td>
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### WATER

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>G1.</td>
<td>The Beltin Company of Cincinnati dba CBT Company (annual software maintenance agreement as needed through 12/31/25)</td>
<td>$202,586.95</td>
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<tr>
<td>G2.</td>
<td>PVS Technologies, Inc. (bulk Ferric Chloride solution as needed through 12/31/24)</td>
<td>$2,050,000.00</td>
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<tr>
<td>G3.</td>
<td>State of Ohio – P0220830 (annual sewage, sludge and landfill permit fees as needed through 12/31/25)</td>
<td>$78,197.44</td>
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<tr>
<td>G4.</td>
<td>St Croix Sensory, Inc. (odor testing and assessment as needed through 12/31/23)</td>
<td>$30,000.00</td>
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<tr>
<td>G5.</td>
<td>Kendall Electric, Inc. (150 KVA Square Padmount Transformer)</td>
<td>$22,522.00</td>
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<td>G6.</td>
<td>Southeastern Equipment Company (one lowboy trailer with accessories)</td>
<td>$66,163.00</td>
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<td>G7.</td>
<td>TEMCO, Inc (eighteen (18) universal IV level transmitter systems)</td>
<td>$54,684.00</td>
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<td>G8.</td>
<td>Everett J Prescott, Inc. – P0220833 (fire hydrants as needed through 12/31/22)</td>
<td>$100,000.00</td>
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<tr>
<td>G9.</td>
<td>Everett J Prescott, Inc. – P0220834 (fire hydrant replacement parts and accessories as needed through 12/31/22)</td>
<td>$30,000.00</td>
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</tbody>
</table>

Total: $4,050,678.90

### Service Agreements

2. **ETC Institute – Service Agreement** – to design and perform the City’s annual Resident Opinion Survey-Department of Procurement, Management and Budget. $170,235.00 (Thru 12/31/24)

3. **The Kleingers Group – Service Agreement** – for professional surveying services in connection with the North Main Street Safety Improvements Project – Department of Public Works/Civil Engineering. $34,900.00 (Thru 12/31/26)
4. **Miami Valley Fair Housing Center, Inc. – Service Agreement** – CDBG Subrecipient Agreement to administer the Fair Housing Education and Outreach (FHEO) Program – Department of Planning, Neighborhoods and Development/Development. $50,000.00 (Thru 12/31/22)

5. **Michael Baker International, Inc. – Service Agreement** – for FEMA Levee Accreditation, Interior Drainage Analysis Project – Department of Water/Water Engineering. $60,000.00 (Thru 12/31/23)

**B. Construction Contracts:**

6. **AKA Construction, Inc. – Award of Contract** – Dayton International Airport Hangar A Renovation (15% SBE Participation Goal/16.18% SBE Participation Achieved) - Department of Aviation/AP Admin & Finance. $893,848.00 (Thru 12/31/23)

7. **John R. Jurgensen Co – Award of Contract** – for 2022 Residential Asphalt Resurfacing I (10% SBE & 10% MBE Participation Goal/10.05% SBE & 10.05% MBE Participation Achieved) – Department of Public Works/Civil Engineering. $4,078,718.50 (Thru 10/28/24)

8. **L.J. DeWeese Company, Inc. – Award of Contract** – for Home Avenue Bikeway (6% DBE Participation Goal/13.15% DBE Participation Achieved) (Federal TA Funds) – Department of Public Works/Civil Engineering. $352,214.30 (Thru 8/1/24)

9. **Outdoor Enterprise, LLC – Award of Contract** – Salem Avenue Reconstruction Phase 2 (8% DBE Participation Goal/9.28% DBE Participation Achieved) (Federal STP Funds) (State Issue I Funds) - Department of Public Works/Civil Engineering. $5,546,713.75 (Thru 6/1/25)

**E. Other – Contributions, Etc.:**

10. **Crown Personnel Service, Inc. – Payment of Voucher** – for payment of invoices for temporary staffing services – Clerk of Commission. $5,764.00
11. **Ohio Newspapers, Inc. dba Dayton Daily News – Payment of Voucher** – for payment of invoices for mandatory publishing services for the Clerk of Commission. $5,686.02

12. **Scott T. Kidd, Psy.D – Payment of Voucher** – for second forensic/competency evaluations on Defendants for Court – The Municipal Court. $1,400.00

**IV. LEGISLATION:**

**Emergency Ordinances – First Reading**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
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<tbody>
<tr>
<td>13. No. 31973-22</td>
<td>Amending Section 34.01 of the Revised Code of General Ordinances Relating to the Divisions of the Department of Police, and Declaring an Emergency.</td>
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**Resolution – First Reading:**

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<th>No.</th>
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<tr>
<td>15. No. 6640-22</td>
<td>Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Enter into H2Ohio Grant Funding Agreements Administered by the State of Ohio on Behalf of the City of Dayton, Ohio for Construction and/or Design Projects.</td>
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</table>

**Emergency Ordinance – Second Reading**

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<th>No.</th>
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<tr>
<td>16. No. 31972-22</td>
<td>Amending Section 95.33 of the Revised Code of General Ordinances of the City of Dayton Concerning the Authority to Waive Parking Meter Closure Fees with the Pop-Up Patio Program, and Declaring an Emergency.</td>
</tr>
</tbody>
</table>
VI. MISCELLANEOUS:

ORDINANCE NO. 31975-22

RESOLUTION NO. 6641-22

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 April 13, 2022
Expense Type Purchase Order
Total Amount $4,050,678.90

2022 Purchase Orders

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

Includes Revenue to the City: Yes

Affirmative Action Program: Yes

Description

FIRE

(A1) P0220403 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH
- Emergency vehicle parts, materials and supplies as needed through 12/31/2022.
- These goods are required to repair the City’s Department of Fire emergency fleet.
- Horton Emergency Vehicles Company is the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $12,000.00 by $15,000.00 for a total not to exceed $27,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<table>
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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>2022</td>
<td>Fire Fleet Management</td>
<td>67000-6330-1301-71</td>
<td>$15,000.00</td>
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</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE (CONTINUED)

(A2) P0220843 – STATE OF OHIO, COLUMBUS, OH

- Radio communication user fees as needed through 12/31/2022.
- These fees are required to cover the licensure, use, maintenance and support costs of the P25 radio communication system for the City’s participation in the Montgomery County Regional Radio Council covering various Departments.
- The Department of Fire requests additional authority of $555,480.00 through 12/31/2025
- The Departments of Aviation, Fire, Municipal Courts, Planning, Police, Public Works and Water recommend approval of this order.

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<td>DIA Airport Operations</td>
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FIRE (CONTINUED)

<table>
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</table>

INFORMATION TECHNOLOGY

(B1) 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 $30,000.00 by $50,000.00 for a total not to exceed $80,000.00 and therefore requires City Commission approval.
- The Department of Information Technology recommends approval of this order.

<table>
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</table>

PLANNING, NEIGHBORHOODS AND DEVELOPMENT

(C1) P0220420 – AGOLD SERVICES, INC. dba PRO TITLEUSA, PHILADELPHIA, PA

- Property ownership and title reporting services as needed through 12/31/2022.
- These services are required to complete property investigations in support of nuisance demolition activities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB JL19018 with pricing through 9/30/2023.
- This amendment increases the previously authorized amount of $13,000.00 by $15,000.00 for a total not to exceed $28,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods and Development recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>
PLANNING, NEIGHBORHOODS AND DEVELOPMENT (CONTINUED)

(C2) **P0220850 – CELLCO PRNTNSHP dba VERIZON WIRELESS, CINCINNATI, OH**
- Cellular phones and tablets as needed through 12/31/2022.
- These goods are required to maintain communications within the Housing Division for field inspections and related services.
- Rates are in accordance with the State of Ohio Verizon Wireless Master Service Agreement #MSA0033.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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(C3) **P0220852 – DELL MARKETING LP, ROUND ROCK, TX**
- Computers and accessories.
- These goods are required to replace end of life equipment used by the Department of Planning, Neighborhoods & Development.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
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<td>2022</td>
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</tr>
</tbody>
</table>

(C4) **P0220847 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORaine, OH**
- Office furniture including delivery and installation services as needed through 9/30/2022.
- These goods and services are required to outfit various locations within the Division of Mediation.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17047D with pricing through 9/30/2022.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<th>Fund Code(s)</th>
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PLANNING, NEIGHBORHOODS AND DEVELOPMENT (CONTINUED)

(C5) P0220389 – OHIO NEWSPAPERS, INC. dba DAYTON DAILY NEWS, DAYTON, OH
- Legal publication services as needed through 12/31/2022.
- These services are required to provide public and legal notices for the City.
- Ohio Newspapers, Inc. dba Dayton Daily News is recommended as the sole source; therefore, this purchase was negotiated.
- Ohio Newspapers, Inc. dba Dayton Daily News qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $20,000.00 by $35,000.00 for a total not to exceed $55,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<tbody>
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</table>

(C6) P0220844 – PARR PUBLIC SAFETY EQUIPMENT, GALLOWAY, OH
- Two (2) mobile dispatch tablets with docking stations and installation services.
- These goods and services are required for upfitting vehicles that will be available to the Mediation Response Unit.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18034JL with pricing options through 4/30/2022.
- The Department of Planning, Neighborhoods & Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>

(C7) P0220419 – TRI-STATE PARALEGAL SERVICE LLC, PITTSBURGH, PA
- Property ownership and title reporting services as needed through 12/31/2022.
- These services are required to complete property investigations in support of nuisance demolition activities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB JL19018 with pricing through 9/30/2023.
- This amendment increases the previously authorized amount of $13,000.00 by $15,000.00 for a total not to exceed $28,000.00 and therefore requires City Commission approval.
- The Department of Planning, Neighborhoods and Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Demolition Sp. Projects</td>
<td>16022-2320-1174-32</td>
<td>$15,000.00</td>
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</tbody>
</table>
POLICE

(D1) P0220839 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN
- Ammunition.
- These goods are required as part of the gear issued for duty, qualification and training of officers.
- Rates are in accordance with Ohio State Term pricing RS900319 / GDC004.
- This purchase order increases the previously authorized amount of $165,000.00 by $27,849.30 for a total not to exceed $192,849.30 and therefore requires City Commission approval.
- The Department of Police recommends approval of this order.

<table>
<thead>
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</table>

(D2) P0220841 – POWERDMS, INC., ORLANDO, FL
- Renewal of software maintenance services.
- These services are required for the organization and management of law enforcement documents.
- PowerDMS, Inc. is recommended as both the OEM and sole source of these proprietary services therefore, this purchase was negotiated.
- The Department of Police requests additional authority of $45,000.00 through 12/31/2025.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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(D3) P0220827 – SERT LLC, WOODBRIDGE, VA
- Eighty (80) tactical carbine rifle cases.
- These goods are required due to the unique features that both protect and house the new patrol rifles.
- SERT LLC is the sole manufacturer and supplier of SERT brand rifle cases; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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PUBLIC WORKS – CIVIL ENGINEERING/TRAFFIC SIGNAL

(E1) P0220822 – BALDWIN & SOURS, INC., COLUMBUS, OH
- One hundred (100) uninterruptible power supply (UPS) batteries.
- These goods are required for maintenance of traffic signals throughout the City.
- Rates are in accordance with the Department of Ohio Transportation (ODOT) contract #106-22.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<tr>
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PUBLIC WORKS – PROPERTY MANAGEMENT

(E2) P0220206 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH
- Heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs.
- These goods and services are required to maintain existing units at various City facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21026N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $20,000.00 by $50,000.00 for a total not to exceed $70,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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PUBLIC WORKS – STREET MAINTENANCE

(E3) P0220821 – LAKE ERIE CONSTRUCTION COMPANY, NORWALK, OH
- Guardrails and attenuator products and repair services as needed through 12/31/2022.
- These goods are required for highway repairs and daily operations of the division.
- Eighteen (18) possible vendors were solicited and one (1) bid was received. This order establishes a price agreement per IFB No. 22020D with firm pricing through 12/31/2023.
- The Department of Public Works request additional authority of $150,000.00 through 12/31/2023.
- The Department of Public Works recommends acceptance of lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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</table>
RECREATION – SPORTS

(F1) P0220853 – TOTAL TENNIS, INC., UPPER ARLINGTON, OH
- Tennis court resurfacing and reconditioning as needed through 12/31/2022.
- These goods and services are required to resurface and recondition existing hard and clay courts at the City’s Jim Nichols Tennis Complex.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S18023 with pricing through 3/31/2023.
- The Departments of Recreation and Public Works recommend approval of this order.

<table>
<thead>
<tr>
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</table>

WATER – WATER ENGINEERING

(G1) P0220848 – THE BELTING COMPANY OF CINCINNATI dba CBT COMPANY, SPRINGBORO, OH
- Annual software maintenance agreement.
- These services are required to support Rockwell Automation software for the department's Supervisory Control and Data Acquisition (SCADA) network.
- The Belting Company of Cincinnati dba CBT Company is the sole regional distributor of Rockwell Stratix brand parts; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $177,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>

WATER – WATER RECLAMATION

(G2) P0220832 – PVS TECHNOLOGIES, INC., DETROIT, MI
- Bulk Ferric Chloride solution as needed through 12/31/2022.
- This chemical is required as a water treatment chemical used for hydrogen sulfide control, phosphorous removal and odor control.
- Five (5) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB 22023S with pricing options through 3/31/2025.
- The Department of Water requests additional authority of $1,400,000.00 through 12/31/2024.
- The Department of Water recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>
WATER – WATER RECLAMATION (CONTINUED)

(G3) P0220830 – STATE OF OHIO, CLEVELAND, OH
- Annual sewage, sludge and landfill permit fees.
- These permits are required to comply with State of Ohio Environmental Protection Agency regulations.
- 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 Water requests additional authority of $60,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
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<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>Sanitary Sewer Operating</td>
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<td>$20,000.00</td>
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</table>

(G4) P0220829 – ST CROIX SENSORY, INC., STILLWATER, MN
- Odor testing and assessment as needed through 12/31/2022.
- These goods and services are required to collect a baseline and follow up testing of odors produced from Stony Hollow leachate discharge to the Water Reclamation Facility.
- St Croix Sensory, Inc. is the sole manufacturer and supplier of the Nasal Ranger Field Olfactometer equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $15,000.00 through 12/31/2023.
- 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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<tbody>
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<td>55000-3460-1159-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(G5) P0220854 – KENDALL ELECTRIC, INC., DAYTON, OH
- 150 KVA Square Padmount Transformer.
- This good is required to maintain existing electrical equipment for the Water Supply and Treatment plant.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- Kendall Electric, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
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</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(G6) **P0220824 – SOUTHEASTERN EQUIPMENT COMPANY, MONROE, OH**
- One (1) lowboy trailer with accessories.
- These goods are required for various City projects and will replace Units #855 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio contract #800904 index STS515 and Ohio Department of Transportation (ODOT) contract # 146-22.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3430-1412-54</td>
<td>$66,163.00</td>
</tr>
</tbody>
</table>

(G7) **P0220828 – TEMCO, INC., LOVELAND, OH**
- Eighteen (18) Universal IV Level Transmitter Systems.
- These goods are required for use in the sand filters at Ottawa and Miami Water Treatment Plants.
- Temco, Inc. is recommended as the sole regional distributor for Amtek Drexelbrook level sensors; therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3430-1411-54</td>
<td>$54,684.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(G8) **P0220833 – EVERETT J PRESCOTT, INC., WEST CARROLLTON, OH**
- Fire hydrants as needed through 12/31/2022.
- These goods are required to 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>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3445-1301-54</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

(G9) **P0220834 – EVERETT J PRESCOTT, INC., WEST CARROLLTON, OH**
- Fire hydrant replacement parts and accessories as needed through 12/31/2022.
- These goods are required to maintain and 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>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>Water Operating</td>
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<td>$30,000.00</td>
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</tbody>
</table>

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

From 2720 - Management & Budget
Supplier, Vendor, Company, Individual
Name ETC Institute
Address 725 W Frontier Lane
Olathe, KS 66061

Date April 13, 2022
Expense Type Service Agreement
Total Amount $170,235.00

12/31/2024

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-9980-1159-99 $170,235.00

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

Description

Professional Services Agreement to Design and Perform Dayton’s Resident Opinion Survey

The Division of Management and Budget (M&B) is requesting to enter into an agreement with ETC Institute for professional services to design and perform the City’s annual Resident Opinion Survey. ETC Institute has proposed a multi-modal survey design, which will help the City target a representative sample of city residents. Surveys will be administered by mail and web with follow-up by email, through text messaging and mobile/landline phone as needed. Additionally, budget for an optional gift card incentive program is incorporated. This technique will allow the City to target residents who were underrepresented in previous iterations of the survey and to improve survey response rates. This three-year agreement shall begin upon execution, and expires on December 31, 2024. The agreement includes year one expenses of $54,000.00 and the City may approve annual increases of no more than 5% of the prior year’s expenditures, or up to $56,700.00 for year two and up to $59,535.00 for year three, totaling $170,235.00. This agreement may be renewed for two additional two-year terms upon acceptance by each entity.

M&B has conducted surveys on behalf of the City for nearly thirty years. The City’s agreement with the previous vendor expired at the end of 2021, with survey expenses, inclusive of survey incentives, totaling $54,760.02 for the year. RFP 22-006PMB was issued to solicit vendor proposals and eight proposals were received. Following reviews by a cross-departmental team, ETC Institute was unanimously chosen based on cost, breadth of experience, and the strength of their survey method technique.

The Department of Law has reviewed and approved the agreement as to form and correctness. A Certificate of Funds in the amount of $54,000.00 for year one is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020

FORM NO. MS-16
April 1, 2022

TO: Shelley Dickstein, City Manager

FROM: Monica Jones, Acting Director
Department of Procurement, Management & Budget

SUBJECT: Dayton Resident Participation Survey Vendor Recommendation

The Department of Procurement, Management & Budget (PMB) is recommending the City enter into a professional service agreement with ETC Institute (ETC) to facilitate and execute the City’s annual resident participation/opinion survey.

The City previously entered into an agreement with OpinionWorks in 2015 to administer the resident opinion surveys, with the agreement expiring at the end of 2021. A Request for Proposals for professional services (RFP No. 22-006PMB) was issued, with eight vendors submitting responses. A cross-departmental, four-person team, consisting of representatives from PMB, Planning, Neighborhoods & Development, and Water, reviewed and scored the proposals.

The eight responding firms were:

1. Polco
2. Carahsoft
3. Penn & Associates
4. Survature
5. Zilo International Group
6. ETC Institute
7. OpinionWorks
8. Rasor

ETC was deemed the best and most qualified vendor to provide the services. Following the team’s review, ETC received the highest overall scores for their survey plan, methodology, and prior experience. The firm’s proposed cost of services was in line with prior City expenditures and appropriately reflected the work required. The Human Relations Council reviewed the project scope and determined that the RFP would be categorized as Open Market.

ETC is a national firm, based in Kansas, that has provided surveying services to other localities such as Cincinnati and Columbus. ETC aims to implement multiple modes of data collection, via mail, online, and text messaging, to improve resident response rates.

If you accept this recommendation, staff will proceed with contract negotiations and strive to have an agreement on the calendar for Commission approval by April 13. If you have any questions or wish to discuss this effort or process further, I am available at your earliest convenience.

MJ/jeg

C: Mr. Parlette, Ms. Lofton, Ms. Wilson
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
<th>Required Documentation</th>
</tr>
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<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/24</td>
<td>X Initial City Manager's Report</td>
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<table>
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<tr>
<th>Original Commission Approval</th>
<th>$ 170,235.00</th>
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<tr>
<td>Initial Encumbrance</td>
<td>$ 54,000.00</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ 116,235.00</td>
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</table>

<table>
<thead>
<tr>
<th>Original CT/CF</th>
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<tbody>
<tr>
<td>Increase Encumbrance</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
</tr>
</tbody>
</table>

| Remaining Commission Approval | $ 116,235.00 |

Amount: $ 54,000.00

Fund Code: 10000 - 9980 - 1159 - 99 - XXXX - XXXX

Amount: ______________

Fund Code: XXXXX - XXXX - XXXX - XX - XXXX - XXXX

Amount: ______________

Fund Code: XXXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: ETC Institute

Vendor Address: 725 W Frontier Lane Olathe Kansas 66061

Street City State Zipcode + 4

Federal ID: 48-0945023

Commodity Code: 96160

Purpose: Establish agreement with ETC Institute to design and perform resident participation/opinion surveys.

The agreement is to be effective upon execution and will extend through 12/31/2024. ETC Institute will assist the City with its annual survey program. The agreement establishes year one (1) pricing of $54,000.00, with options for the City to approve annual increases of no more than 5% of the prior year’s expenses for up to $56,700.00 for year two (2) and up to $59,535.00 for three (3).

The pricing agreement shall not exceed $170,235.00 for the three (3) years of the contract.

Contact Person: Jeanette Ghand

Division of Management & Budget 4/1/2022

Department/Division Date

Originating Department Director’s Signature:

E-SIGNED by Monica Jones

on 2022-04-05 14:54:48 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

Date

CF Prepared by

Date

CF/CT Number

Finance Department

October 18, 2011
AGREEMENT FOR PROFESSIONAL SERVICES TO DESIGN AND PERFORM RESIDENT PARTICIPATION SURVEYS FOR THE CITY OF DAYTON, OHIO

THIS AGREEMENT is between the City of Dayton, Ohio, (“City”) and ETC Institute (“Contractor”).

WITNESSETH:

WHEREAS, The City wishes to design and perform resident participation surveys and,

WHEREAS, The City solicited proposals from firms and determined Contractor prepared the best response; and,

WHEREAS, Contractor is qualified and available to provide the Services to the City.

NOW THEREFORE, in consideration of the promises contained in this Agreement (“Agreement”), the City and the Contractor agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure on December 31, 2024, with the option to renew the contract for two additional two-year periods, contingent upon satisfaction with the work, availability of funds and mutual agreement of both parties.

ARTICLE 2. SERVICES

Contractor shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed FIFTY-FOUR THOUSAND DOLLARS ($54,000.00), for the first year of the contract period. Annual contractual increases may be requested, in writing, by the Contractor for consideration by the City, in an amount not to exceed 5% of the prior year’s total expenditures. Compensation adjustments are contingent upon the Contractor’s performance, availability of funds and requires approval by the City annually. Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided, as described in Attachment B. 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 the Contractor, at no cost or expense, with all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.
If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third-party property damage to the extent such claims, losses, damages, or expenses are caused by Contractor’s negligent or willful acts, errors, or omissions.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, 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 $50,000. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
6. Contractor shall maintain errors and omissions insurance in the amount of $1,000,000.00.

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Any such termination shall not relieve the vendor of any liability to the City of damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate the Contractor at any time upon thirty (30) days written notice to the vendor.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Contractor: ETC Insitute
725 W. Frontier Lane, Olathe, KS 66061
Ryan Murray
Ryan.Murray@etcinstitute.com

City: City of Dayton, Department of Procurement, Management and Budget
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

L. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

______________________________
City Manager

ETC INSTITUTE

By: _____________________________
Title: Gregory S Emas, CFO

APPROVED AS TO FORM
AND CORRECTNESS

3/31/2022

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

______________________________, 2022

Min./Bk. ___________ Pg. __________

______________________________
Clerk of Commission
ATTACHMENT A: SCOPE OF WORK

The contractor shall assist City Staff and City Management to determine the most cost effective, reasonable, and productive survey methodology to employ for the City of Dayton's Resident Opinion Survey and other resident participation surveys. Contractor will be expected to attend meetings with City personnel as scheduled by the City.

Minimum requirements for the formulation, implementation and the presentation of the study shall include but are not limited to:

- The survey and questions will be designed to ensure statistical validity, accuracy, and unambiguous, quantifiable results.

- Assist and guide City Staff in developing objective questions designed to gauge community sentiment about issues such as community values, public safety, public services, land use, recreation amenities and other timely issues.

- Develop a survey methodology that targets all residents in the City of Dayton and is statistically accurate at a geographic level.

- Advise the City on all aspects of the survey, including the proposed quantity of questions, length of survey, distribution methodology and desired results.

- Survey questions should be crafted with benchmarking in mind and results should be comparable to national best practices.

- Perform survey data analysis and complete a comprehensive report that includes summary and analysis of the data.

- The successful proposer will provide an electronic copy of the final report, as a PDF and in Microsoft Word, and will provide Microsoft Excel spreadsheets of all data collected.

- Upon request, the successful proposer shall meet with the City Officials, i.e. Procurement, Management & Budget, City Manager, and City Commission, to assist in the presentation of the outcomes from the survey. Meeting scheduling and location, to include virtual meetings, shall be designated by the City.
ATTACHMENT B: CONTRACTOR COMPENSATION

The contractor shall administer a resident opinion survey and will develop a methodology that will achieve a statistically significant sample size, while effectively representing Dayton’s demographics. The City will compensate the Contractor based upon the pricing structure outlined below and based upon actual work completed on behalf of the City. Invoices detailing the actual work completed during the invoice period shall be submitted not more frequently than monthly.

<table>
<thead>
<tr>
<th>ETC Institute</th>
<th>Year 1 Pricing Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone 1: Finalize of Design of Survey Instrument and Develop Sampling Plan</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>Milestone 2: Approval of Survey for Printing and Mailing</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>Milestone 3: Completion of Survey Administration</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>Milestone 4: Submission of Formal Report (summary, charts, benchmarking, I-S rating/PIR, crosstabs, GIS maps)</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>Milestone 5: Completion of the On-Site Presentation</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Optional: Facilitate the survey incentive program, by procuring and distributing up to 800 $10 gift cards from a Dayton business to randomly selected survey respondents. Budgeted funds include procurement and administration costs for the incentive process, as approved by the City.</td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$54,000.00</strong></td>
</tr>
</tbody>
</table>
AGREEMENT FOR CONSULTING SERVICES FOR PROFESSIONAL SURVEYING SERVICES FOR THE NORTH MAIN STREET SAFETY IMPROVEMENTS PROJECT

The Department of Public Works requests permission to enter into an agreement with The Kleingers Group to perform the professional surveying services in connection with the North Main Street Safety Improvements project. The consultant will perform all necessary surveying services.

The project is being funded from Ohio Department of Transportation Safety Funds ($34,900.00).

Two firms responded to the Request for Proposal with The Kleingers Group scoring the most points.

The professional service agreement is effective upon execution and expires on December 31, 2026 unless extended by mutual agreement of both parties. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.
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  12/31/26

Original Commission Approval  $34,900.00
Initial Encumbrance  $34,900.00
Remaining Commission Approval  $

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

<p>| Amount: | $34,900.00 |
| Fund Code | 41988 - 6450 - 1159 - 54 - |</p>
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<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</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

Attach additional pages for more FOAPALs

Vendor Name: The Kleingers Group
Vendor Address: 6219 Centre Park Drive West Chester Ohio 45069
Street City State Zip code + 4
Federal ID: 31-1368100
Commodity Code: 90772
Purpose: Professional Service Agreement for Professional Surveying for the South Main Street Reconstruction
Project

Contact Person: Joe Weinel  Public Works/Civil Engineering  3/28/2022
Department/Division Date

Originating Department Director's Signature: Frederick M. Stovall

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  3/31/22  CF/CT Number  CT22-3265
CF Prepared by  3/31/22

Finance Department  October 18, 2011
AGREEMENT FOR
CONSULTING SERVICES

THIS AGREEMENT, dated this ___ day of __________, 2022 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and The Kleingers Group ("Consultant");

WITNESSETH THAT:

WHEREAS, City issued a Request for Proposal for Professional Surveying Services for Right of Way Plans for the North Main Street Safety Improvement project; and,

WHEREAS, Consultant responded to City's Request for Proposal, setting forth that it is experienced and qualified to provide the surveying services, and willing to provide such professional surveying services to City; and,

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

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

ARTICLE 1- SERVICES TO BE PERFORMED

Consultant shall perform the professional surveying services for the North Main Street Safety Improvement project, hereinafter referred to as the Project described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.

For purposes of this Agreement, all professional surveying 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.

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 ("Standard of Care"). Regardless of any other term or condition of this Agreement, Consultant makes no implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose are expressly disclaimed.
In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will be provided consistent with its professional Standard of Care in an effort to comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Thirty Four Thousand Nine Hundred Dollars ($34,900.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal. 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, 2026, 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of 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, 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 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 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 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: The Kleingers Group
70 Birch Alley, Suite 240
Beavercreek, Ohio 45440
Attention: Randy Wolfe

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

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

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation, gender identity 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 disclosuring 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 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 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 will 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 may 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 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 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.

J. Entire Agreement/Integration

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

K. Political Contributions

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

THE KLEINGER GROUP
By: ______________________

Its: ______________________
$ Board member

CITY OF DAYTON, OHIO

______________________________
City Manager

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

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

______________________________
Min./Bk. __________  Pg. ______

Clerk of the Commission
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.

THE KLEINGER GROUP

By: ____________________________

Its: ____________________________

CITY OF DAYTON, OHIO

City Manager

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
EXHIBIT A

REQUEST FOR PROPOSAL
PROFESSIONAL SURVEYOR SERVICES
FOR THE NORTH MAIN STREET SAFETY IMPROVEMENTS
RIGHT OF WAY PLANS
RFP 22-004PWCE
JANUARY 2022
City of Dayton, Ohio
Department of Public Works
Division of Civil Engineering

PROFESSIONAL SURVEYOR SERVICES
FOR THE NORTH MAIN STREET SAFETY IMPROVEMENTS

RIGHT OF WAY PLANS

REQUEST FOR PROPOSAL (RFP) NO. 22-004PWCE

January 2022
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SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Division of Civil Engineering
101 West Third Street
Dayton, Ohio 45402
Joseph Weinel
Telephone: (937) 333-4218
Fax: (937) 333-4077
E-Mail: joweinel@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City’s web site by the date listed in Section 1.02. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City’s website at:

http://daytonohio.gov/bids.aspx

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>January 12, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposers Deadline to Submit Questions:</td>
<td>5:00 PM on January 26, 2022</td>
</tr>
<tr>
<td>City’s Written Responses to Questions:</td>
<td>January 27, 2022</td>
</tr>
<tr>
<td>Due Date and Time for Proposals:</td>
<td>4:00 PM on February 4, 2022</td>
</tr>
</tbody>
</table>

1.03 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the “Subject” line of each email sent: RFP 22-004PWCE Proposal

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

Meeting ID: 840 1445 5136
One tap mobile
+13126266799,84014455136# US (Chicago)
+19294362866,84014455136# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6832 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 840 1445 5136
Find your local number: http://us02web.zoom.us/u/kxh+y0932

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by the time/date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting
materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

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

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

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 **Required Proposal Contents.** All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

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

- **Company Profile and Background.** Provide the following information:
  - **Location** – The street address of the proposer’s company headquarters.
  - **Local Office of Proposer** – Provide the location of the proposer’s office nearest to Dayton, Ohio including the local office, a contact name, address, telephone, and fax numbers.
  - **Company’s Primary Business** – State the proposer’s primary business, the number of years in the proposer’s industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete form found in Exhibit A.

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

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

- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.05 **Items that Disqualify a Vendor Immediately**

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.
1.06 **Criteria.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost/Price/Lump Sum Fee</td>
<td>30%</td>
</tr>
<tr>
<td>2</td>
<td>Previous Experience as stated in Section 2.02</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Key Personnel for this Project</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Survey Approach</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>Perform Within Time Limits</td>
<td>10%</td>
</tr>
<tr>
<td>6</td>
<td>Dayton Local Business</td>
<td>5%</td>
</tr>
<tr>
<td>7</td>
<td>PEP Certified Vendor</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

1.07 **Miscellaneous Items.**
- All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.
SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Public Works is seeking proposals from highly experienced and professional firms to perform professional surveying services. Professional surveyor will be required to prepare Right of Way Plans and Descriptions for the North Main Street Safety Improvements Project. The Right of Way (ROW) Exhibits are under separate cover.

2.02 REQUIREMENTS. All consultants must be Ohio Department of Transportation (ODOT) prequalified with five years of demonstrated experience.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS. The consultant shall prepare a Centerline plat of survey, Right-of-Way plans with property descriptions to Ohio Department of Transportation (ODOT) standards approved by ODOT District 7 and Montgomery County Engineer’s Office. The following are the estimated number of descriptions needed:

- North Main Street Safety Improvement - 14 SH Standard Highway Easements with Temporary Easements and 18 Temporary Easements
- Preliminary ROW Plan submittal May 1, 2022.
- Final ROW Plan submittal June 1, 2022.

The selected consultant will be expected to perform the following:

1. Evidence recovery of existing right-of-way. Including any additional survey needed to establish existing right of Way. City will provide consultant with topographic survey.
2. Right-of-way/boundary resolution including any additional field survey.
3. All necessary property descriptions that meet standards established by the Ohio Revised Code and Montgomery County, Ohio Engineer.
4. A plat of survey for the entire length of project from Great Miami Blvd to Shoup Mill Road, prepared and recorded with Montgomery County.
5. Detailed Plan sheet for the areas located on the project maps.
6. Prepare Standard Highway and Temporary Descriptions. Standard Highway Easement Description will need to be submitted and approved by Montgomery County.
7. Update any descriptions where the ownership changes.
8. Prepare ROW plans according to ODOT Standards, including preliminary submittal to ODOT.
9. Set monumentation at all property corners of the dedicated areas.

Item 9 will not be able to be complete until after the construction has occurred (estimated time frame is 2 to 3 years).

Contractor and any/all sub-contractor shall adhere to, at all times, the Occupational Safety & Health Standards established by the Occupational Safety & Health Administration (OSHA). All contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.04 PRICING STRUCTURE. Consultant shall supply a lump sum cost for the project plus a cost for, an additional standard highway easement description, and an additional temporary easement description. This price will be used if additional descriptions are needed.

Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code.
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 any 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) It is the City of Dayton’s position to encourage the greatest participation possible on all projects connected with any aspect of the City’s auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit [http://daytonhrc.org/business-technical-assistance/certification](http://daytonhrc.org/business-technical-assistance/certification) to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 **Proposer’s Financial Obligation to the City.** No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 **Proposer’s Incurred Costs.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 **Affirmative Action Assurance (AAA).** The selected Contractor must electronically submit an Affirmative Action Assurance application via the City’s online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

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

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

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

**ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2027, whichever date is earlier.

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

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

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
ARTICLE 3. COMPENSATION

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

ARTICLE 4. CITY’S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
E. WAIVER
A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

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

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

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

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

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

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

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

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

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

M. PCI COMPLIANCE
Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/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. (http://www.cisecuritystandards.org/documents/PCI-DSS-v3-2-AOC-Merchant.docx?agreement=true&time=1493826893795 or http://www.cisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795).

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

N. LIVING WAGE ORDINANCE

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

[ ] YES [ ] NO
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.

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
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:

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

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

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

Key Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
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City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company:  

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 22-004PWCE. Do not use the City of Dayton as a reference.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>Email Address:</td>
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<td></td>
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<tr>
<td>Company Name:</td>
<td>Address:</td>
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<td>Contact Person:</td>
<td>Telephone Number:</td>
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<td>Fax Number:</td>
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<td>Contact Person:</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>Email Address:</td>
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EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

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

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

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

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

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

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: ____________________________
Bidding Company: ___________________________________
Address: ___________________________________________

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

Business Income Tax Questionnaire

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

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

Company Name ________________________  Phone # ________________________
Mailing Address ________________________  City ___  St ___  Zip ________________________
Local Business Address ________________________  City ___  St ___  Zip ________________________

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

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

Withholding Information

[ ] Do you have employees?  Yes [ ] or [ ] No  Date First Employee Started Working in Our Jurisdiction ________________________
[ ] Do you submit withholdings QUARTERLY* or MONTHLY?  Yes [ ] or [ ] No
[ ] 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 [ ] or [ ] No
If so list Names, Addresses, and Tax ID below.  If Yes, do they have employees working at that location?  Yes [ ] or [ ] No
Do you use Subcontractors?  Yes [ ] or [ ] 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 2906, Dayton, Ohio 45401
(937) 333-3500  Fax (937) 333-4260

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004WCE
EXHIBIT B

THE KLEINGERS GROUP
PROPOSAL DATED FEBRUARY 1, 2022
February 1, 2022

City of Dayton
Attention: Joseph Weinel
City Hall
101 West Third Street
Dayton Ohio 45402

RE: Professional Surveying Services for the Right of Way Plans for The North Main Street Safety Improvement Project:

Dear Mr. Weinel,

We are pleased to submit the attached proposal for your consideration. The Kleingers Group brings a combination of capacity, relevant Dayton project history, and a commitment to quality to this project.

The Kleingers Group is one of the largest surveying departments in Ohio and is able to deploy eight crews at any given time in this area. We have also assigned two licensed surveyors in Ohio to work on and with this team. The result will be our ability to focus on the project and deliver documents on time. If needed, The Kleingers Group is able to shift additional personnel to ensure work is done quickly and accurately.

At the Kleingers Group, we pride ourselves on the quality of our work. We understand that this quality is our best marketing tool for obtaining future projects and work from future clients. Further, the company is built around the idea that above all else we will stand out from the competition by following our “Do The Right Thing” motto. What this means for you is we are willing to stand behind our work.

Our proximity to the site, with our Montgomery County office and several personnel that reside close by, ensures our ability to be extremely responsive to project needs.

Please do not hesitate to call with questions. I can be reached at 513-222-2044 or at randy.wolfe@kleingers.com. We look forward to working with you again on this new project.

Sincerely,

Randy C. Wolfe, PS
Director, Land Surveying
randy.wolfe@kleingers.com
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: The Kleinjers Group

Street Address: 70 Birch Alley, Suite 240

City, State, Zip: Beavercreek, Ohio 45440

Proposer’s Phone Number: (937) 222-2044

Proposer’s Fax Number: (513) 779-7852

Proposer’s E-mail Address: randy.wolfe@kleinjers.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): 31-1368100

Please include your IRS Form W-9 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: [Signature]

PRINTED NAME AND TITLE: Randy C. Wolfe, PS - Director, Land Surveying

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: The Kleingers Group

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>Land Survey, Civil Engineering, Landscape Architecture</td>
<td>29</td>
<td>3+ field crews</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:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: 70 Birch Alley, Suite 240, Beavercreek, Ohio 45440

Federal Identification Number (or SSN if sole proprietorship): 31-1368100

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>Randy C. Wolfe, PS</td>
<td>Director, Land Surveying</td>
<td>70 Birch Alley, Suite 240 Beavercreek, Ohio 45440 P: (937) 222-2044 F: (513) 779-7852 E: <a href="mailto:randy.wolfe@kleingers.com">randy.wolfe@kleingers.com</a></td>
<td>YES</td>
</tr>
<tr>
<td>Matt Habeck, PS</td>
<td>SW Ohio Survey Group Leader</td>
<td>6219 Centre Park Drive, West Chester, OH 45069 P: (513) 779-7851 F: (513) 779-7852 E: <a href="mailto:matt.habeck@kleingers.com">matt.habeck@kleingers.com</a></td>
<td>NO</td>
</tr>
</tbody>
</table>
The Kleingers Group is a premier professional civil engineering, surveying, landscape architecture, and planning firm serving and satisfying clients for the past 29 years. With an impressive portfolio of work for city and town governments, we are a region leader providing site development services. More than 30 municipalities throughout southwest and central Ohio have benefited from the experience and skill of Kleingers professional engineers, surveyors and landscape architects. Our clients consistently re-engage us for their site civil engineering and survey services, confident in the quality and customer-focus they have enjoyed over the years.

The Kleingers Group approaches each municipal project understanding the impact it will have on the local constituents. City and town governments have far more daily influence at a local level than state or federal governments. Understanding that, Kleingers guides local governments through the process to more positively affect its citizens. Collectively, our projects have served nearly 1.2 million people over the last ten years. Kleingers vast and varied experience with sites and facilities, buildings and structures, storm water and utilities and traffic and pavement plans and studies is why we are consistently selected by municipalities throughout Ohio.

The Kleingers Group’s services include site engineering, land surveying, transportation engineering, community planning, landscape architecture, 3D laser scanning, and municipal engineering. We also specialize in sustainable infrastructure design services through our 11 LEED Accredited Professionals.

LOCATIONS

Dayton
70 Birch Alley, Suite 240
Beavercreek, Ohio 45440
(937) 222-2044

Columbus
350 Worthington Road, Suite B
Westerville, Ohio 43082
(614) 882-4311

Headquarters
6219 Centre Park Drive
West Chester, Ohio 45069
(513) 779-7851

Louisville
1100 Envoy Circle
Louisville, Kentucky 40229
(502) 365-9950

LEGAL MAKE-UP
Corporation

FOUNDED
February, 1993 by James B. Kleingers, PE, PS

PROFESSIONAL REGISTRATIONS

Engineering: OH, KY, IN, AZ, IL, IA, MO, PA, TN, TX, WV, VA
Landscape Architecture: OH, KY, IN, PA, SC
Surveying: OH, KY, IN, IL, TN, MO, WV, OR, MI, AK, NY, FL

CURRENT STAFFING

Registered Engineers .................................................. 31
Registered Land Surveyors ........................................... 8
Graduated Engineers .................................................. 29
Technicians/Survey Crew ........................................... 31
Landscape Architecture & Planning .................................. 6
Administrative .......................................................... 17
Total Employees ...................................................... 129
LEED Accredited Professionals .................................... 11

PRODUCTION TOOLS

Engineering Design & Plan Production
Civil 3D (AutoCAD), Revit (AutoCAD), Microstation with GEOPAK,
WaterCAD, STAAD

Water Resources, Modeling & Design
HEC-RAS, STORM CAD, Hydra Flow, CDSS, HY8

Traffic Analyses, Modeling & Design
Synchro, SimTraffic, Sidra, HCS, Miovision Video Traffic Counters

Field Survey
Electronic and robotic total stations and data collection equipment
capable of two-way transfer of data between field and office, GPS, GIS,
3D Laser Scanners, UAV’s

Landscape Architecture & Planning
ArcGIS, AutoCAD, Revit, Google Sketch-up, Adobe Photoshop, Adobe
Illustrator, hand rendering in a variety of media options

Structural Production
AASHTOWare B3R, STAAD Pro, LEAP Bridge Concrete, LEAP Bridge Steel,
Open Bridge Modeler, Mathcad
CONTACT INFORMATION
70 Birch Alley, Suite 240
Beavercreek, Ohio 45440
(937) 222-2044
randy.wolfe@kleingers.com

EXPERIENCE / QUALIFICATIONS
For 28 years, Randy has been involved in many different aspects of the surveying and engineering profession. Randy earned a Bachelors Degree in Civil Engineering from the University of Dayton & La Salle University, an Associate Degree in Surveying at Cincinnati State, and went on to obtain his professional surveyors license. His broad background in engineering and field surveying gives him a solid understanding of the entire project development process and the importance of providing quality topographic and boundary base map information as the foundation for preparation of quality construction documents.

KEY PROJECT EXPERIENCE
MIA 75 13.73, Miami County, Ohio – Randy was the lead surveyor for a project in Miami County for the replacement of an existing bridge over interstate 75 including a full set of right of way plans along with 16 permanent and temporary right of way parcels and final legal descriptions for conveyance and execution.

Butler Warren Road Improvements, Warren County / Butler County, Ohio - Randy served as Surveying Project Manager, providing all field surveying and right of way document preparation for the design of Improvements to Butler-Warren Road from Tylersville Road to Bethany Road. All field survey tasks are complete and right of way documents have been submitted for this project.

County Road 25A, City of Piqua, Miami County, Ohio (MIA-CR25A-18.31) – Randy was the lead surveyor for this project consisting of a 3200 linear foot roadway improvement project. Responsibilities included, establishing project control from previous improvements done on County Road 25A, establishing existing right of way within project corridor, preparing full set of right of plans including highway easements and temporary construction easements, and preparation of final legal descriptions for acquisition.

Branch Hill Guineas Road Improvements, Clermont County, Ohio – Managed all surveying aspects relevant to an 2,500 foot roadway improvement project in Clermont County. Responsible for overseeing field crews and office personnel for the collection and mapping of boundary and topographic information, and for submittal of plans for the road widening including right of way takes, temporary easements, and drainage easements with associated legal descriptions.

Wolf Creek Bikeway Extension and Washington Street Reconstruction, Dayton, Ohio - Randy managed all aspects of surveying relative to creation of right of way plans for 1,700 linear feet along Washington Street and 6,000 linear feet for a trail system along Wolf Creek. Project consisted of legal descriptions for various right of way plans.

HAM-71-12.44 Interchange Improvements at I-71 and Montgomery Road, Sycamore Township, Hamilton County, Ohio – The Kleingers Group recently completed drawings for upgrading the interchange at I-71 and US 22. The project includes widening and resurfacing at all entrance and exit ramps, new curb and gutter, storm sewer, signals, traffic control signs, and pavement markings. The project is recently completed construction.

Tylersville Road Right of Way Plans, West Chester, Ohio – The lead surveyor on a 2.5 mile roadway improvement project. Responsibilities included, establishing and maintaining project primary control, establish right-of-way, and preparing full set of right-of-way plans suitable for reviews in both Warren and Butler Counties.

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CONTACT INFORMATION
6219 Centre Park Drive
West Chester, Ohio 45069
(513) 779-7851
matt.habedank@kleingers.com

EXPERIENCE / QUALIFICATIONS
Matt has been a surveyor for over 25 years and has worked with The Kleingers Group for the past 21. Matt is responsible for ensuring the base mapping process goes smoothly and his strong organizational skills are an asset to the team.

KEY PROJECT EXPERIENCE
ODOT’s Statewide Safe Routes to School Program, Various Locations, Ohio – Surveyor
The Kleingers Group was selected by the Ohio Department of Transportation in FY 2013 as a task order consultant for a $1,000,000 contract in the Safe Routes to School program. As a task order consultant, Kleingers worked with local communities and school districts to develop School Travel Plans and perform detailed design for infrastructure projects, with the goal of improving safety for children walking and biking to school. Projects assigned to Kleingers have been located in various ODOT Districts throughout the state of Ohio. The Kleingers Group team, including in-house staff and subconsultants, are experts in developing and implementing both engineering and non-engineering countermeasures. Because of the work on the FY 2013 contract, The Kleingers Group was selected by ODOT in FY 2014 for another Safe Routes to School task order contract, also for $1,000,000.

Branch Hill Guinea Road Improvements, Clermont County, Ohio – Matt served as Project Surveyor on a 2,500 foot roadway improvement project in Clermont County. The Kleingers Group was responsible for mapping of boundary and topographic information, submittal of plans for the road widening including right of way takes, temporary easements, and drainage easements with associated legal descriptions.

Dayton-Xenia Road Enhancements,
Beavercreek, Ohio – Landscaping, brick pavers, seat walls, decorative lighting will create a more attractive corridor, enhancing visitors and residents’ perception of the City of Beavercreek. Matt served as the plan reviewer. The Kleingers Group provided a topographic survey and right-of-way information.

Wilmington Pike Phase 1 Improvements,
Centerville, Ohio – The Kleingers Group performed engineering design services for the first phase of roadway improvements along Wilmington Pike and is currently assisting the City of Centerville in reviewing and approving shop drawings for the project. The project is approximately 1,650 feet long and includes a 10 ft. wide shared used path, walks, storm sewers, utility coordination, right-of-way, maintenance of traffic and coordination with ongoing future projects. Matt served as the plan reviewer. The Kleingers Group was responsible for mapping of boundary and topographic information and right-of-way plans.

Poole Road, Hamilton County, Ohio – As part of the Poole Road Safe Routes to School project, 3,500 linear feet of new sidewalk was constructed. The Kleingers Group provided a topographic survey, created basemaps, established right of way and property lines, and prepared right of way plans for the entire roadway. Matt served as a Project Surveyor.
THE KLEINGERS GROUP
PROPOSAL RESPONSE

SOW OF SERVICES

- Research the public records at the Montgomery County offices and obtain copies of pertinent deeds, plats, and surveys within the area of the proposed Roadway Safety Improvements being constructed on the attached sketches. Easements affecting the subject property, discovered during the normal course of our research, will be identified. Please note that we do not provide "title examination" services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered. At the client's request, and for an additional fee to be determined, we may contract with a title examination professional and coordinate an expanded level of research.

- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary and rights of ways.

- Resolve the location of the subject lines through analysis of the recovered record and field data.

- Establish horizontal and vertical site control based on the existing control set for the proposed development as provided to the Kleingers Group from the City of Dayton

- Prepare a set of preliminary and final Right of Way plans based on City of Dayton Construction drawings including:
  - Title Sheet
  - Centerline Plat
  - Property Map
  - Summary of Additional Right of Way
  - Right of Way Development Plans

- Prepare up to 14 Standard Highway Easements and 32 total Temporary Easements

FEES

North Main Street Safety Improvements Project (Autocad format) $29,900

STATEMENT OF EXCEPTIONS

No exceptions are required.
The Kleingers Group brings a combination of capacity, relevant project history, and a commitment to quality, ensuring that all surveying projects run smoothly. As a company, we pride ourselves on being easy to do business with. The Kleingers Group has one of the largest surveying departments in the state along with experience with multiple types of surveying and mapping assignments with the latest technology available. Kleingers is able to produce results quickly and accurately, providing quality documents that set the foundation for reliable construction documents.

**PROJECT APPROACH**

We believe communication is the key to preventing scope creep and scheduling conflicts. We will meet with The City of Dayton upon award of this project to establish communication links for this project and to gather any additional data that may be pertinent to this project including but not limited to utility information.

**SIX PHASE PROCESS**

Our Survey Department has created a systematic approach for many of our surveying projects to enable us to stay on track and avoid potential oversights. First, we work with the client to determine the scope and limits of the project, and to determine unique requirements of the site. Next we conduct research of record documents, utility information, and existing horizontal control. The third step is data acquisition, during which we perform reconnaissance of property and right-of-way control, establish site control, and collect topographic data. The following steps are analysis of data and mapping, final review of the drawings and signing the final product to the client.

The six-phase process helps ensure complete, accurate, and reliable base maps for a multitude of site uses. This time tested and proven process includes input from the client, their facility representatives, members of any pertinent design team, local utility providers, and jurisdictional agencies to help assure that all aspects of the site are thoroughly addressed. Our process also utilizes sufficient quality control procedures to minimize errors and omissions and develop a solid foundation for any improvement project. Our six phases and their major components are briefly outlined as follows:

<table>
<thead>
<tr>
<th>Phase One – Preliminary:</th>
<th>Obtain and review client requirements; Conduct initial site visit if warranted; Review Jurisdictional requirements; Develop scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase Two – Research:</td>
<td>Perform courthouse and/or document research; Initiate Utility records research; Determine availability of existing horizontal and vertical control within project area</td>
</tr>
<tr>
<td>Phase Three – Data acquisition:</td>
<td>Develop field plan; Perform Reconnaissance; Establish control; Acquire field data</td>
</tr>
<tr>
<td>Phase Four – Measurement Analysis and Mapping:</td>
<td>Control point adjustments; Create base-map</td>
</tr>
<tr>
<td>Phase Five – Final review and Monumentation:</td>
<td>Perform base-map review; Confirm site boundary monumentation; Confirm site benchmark; Confirm utility availability and locations; Perform final walk through if warranted; Review scope items</td>
</tr>
<tr>
<td>Phase Six – Reports:</td>
<td>Issue final drawings,</td>
</tr>
</tbody>
</table>
QUALITY ASSURANCE
At Kleingers, we pride ourselves on the quality of our work. We understand that the quality is our best marketing tool for obtaining future work from our clients. We use a system of checklists specifically developed for various project types to make sure that documents have been checked for errors and omissions. As new challenges arise through the review, the checklists are amended to include those lessons learned. In addition, relative to land surveying, our field crews are held to high standards and routinely perform redundant measurements to verify the accuracy and reliability of collected data. Further, The Kleingers Group employs thorough analysis and adjustment routines with data processing software to confirm the quality of the data before it is shared with the client.

CAPACITY
The Kleingers Group is one of the largest surveying departments in Ohio and is able to deploy eight crews at any given time. The result is clients receive their survey information quickly, even for larger projects, because The Kleingers Group has the capacity to handle multiple projects. Additionally, with offices in West Chester, Columbus, and Dayton, The Kleingers Group is able to shift personnel to ensure projects are handled quickly and accurately.

EFFICIENCY
The Kleingers Group also has a cohesive group of surveyors that have been with the company for many years and work well together. Because of their longevity with Kleingers, quality expectations are known and the client process is smooth. Because the Kleingers Group staff proposed for this project have all been with the company for a good length of time and are used to working as a team, The Kleingers Group is now very efficient in carrying out the 6-phase process outlined above. The team knows their roles and what they need to do and are ready to get started without wasting any time.

In an effort to save time and fees, Kleingers can also deploy staff who live in the City of Dayton area directly to the project site, reducing time usually spent driving back and forth to the office.
**EXHIBIT B – REFERENCES FOR PROPOSING COMPANY**

<table>
<thead>
<tr>
<th>Name of Proposing Company:</th>
<th>The Kleingers Group</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong></td>
<td>Butler County Engineer’s Office</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1921 Fairgrove Ave., Hamilton, Ohio 45011</td>
</tr>
<tr>
<td><strong>Contact Person:</strong></td>
<td>Greg Wilkens</td>
</tr>
<tr>
<td><strong>Telephone Number:</strong></td>
<td>(513) 867-5744</td>
</tr>
<tr>
<td><strong>Fax Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:info@bceo.org">info@bceo.org</a></td>
</tr>
</tbody>
</table>

| **Company Name:**        | HNTB Corporation |
| **Address:**             | 1100 Superior Avenue E Suite 1701, Cleveland, Ohio 4414 |
| **Contact Person:**      | Derek Johnson |
| **Telephone Number:**    | (216) 377-6453  |
| **Fax Number:**          | (216) 522-0554 |
| **Email Address:**       | DJJohnson@HNTB.com |

| **Company Name:**        | Riverbend Commercial Title Agency |
| **Address:**             | One East Fourth Street, Suite 1400, Cincinnati, Ohio 45202 |
| **Contact Person:**      | Greg Haverkamp |
| **Telephone Number:**    | (513) 579-6453  |
| **Fax Number:**          | (513) 579-6957 |
| **Email Address:**       | gaverkamp@riverbendtitle.com |
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, 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 31876-21.

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

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

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

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

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

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

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

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

**Anti-Genocide.** The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: RFP No. 22-004PWCE
Bidding Company: The Kleingers Group
Address: 6219 Centre Park Drive
West Chester, Ohio 45069
Signature/Title: [Signature] [Title]
Federal I.D.#: 31-1368100
Phone No.: (937) 222-2044
Fax No.: (937) 779-7852
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

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

Type of Tax Filing: (check all that apply)
1. X Employee Withholding FEIN # 31-1368100
2. □ Corporal Earnings FEIN # 31-1368100
3. □ Individual Ownership Earnings SSN #
4. □ Partnership Earnings FEIN #

Company Name: The Klieingers Group, Inc.   Phone # 513-779-7851
Mailing Address: 6219 Centre Park Dr.   City: West Chester   ST: OH   Zip: 45069
Local Business Address: Same City:   ST: Zip:

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

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period?  Calendar Year  X or Fiscal Year ending on

Withholding Information  Quarterly Withholding cannot exceed $600.00

Do you have employees?  Yes X or No □ Date First Employee Started Working in Our Jurisdiction 2013
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 X

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual?  Yes □ No X
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 X  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 # used, and for what tax years you filed:
The Klieingers Group, Inc. 31-1368100 2015, 2016, 2017, 2018, 2019, 2020

Full name of Owner of Company: Steven Korte, James Klieingers, Nick McCullough, David Wright, Tim Casto, Troy Messer
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: Karen D. Brock  Title: Controller  Date: 2/2/2022

Thank you for your cooperation in this request. For more tax information is available at www.daytownohio.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) 333-3000 – Fax (937) 333-4360

City of Dayton, Ohio
Request for Proposals (RFP) No. 22-004PWCE
# Certificate of Liability Insurance

**Date:** 9/24/2021

**Producer:**
The James B. Oswald Company  
1100 Superior Avenue, Suite 1500  
Cleveland OH 44114

**Insured:**
The Kleingers Group  
Truescape  
6219 Centre Park Drive  
West Chester OH 45069

## Coverages

<table>
<thead>
<tr>
<th>INDEX</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>INSURER BRIEF AFFORDING COVERAGE</th>
<th>LIMITS</th>
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<tbody>
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<td>Commercial General Liability</td>
<td>Y</td>
<td>ECP0560751</td>
<td>9/23/2021</td>
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<td>Claim Made/Occur</td>
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<td>Premises-Exclusions</td>
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<td>Bodily Injury (Per Person)</td>
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<td>Products - Commodity</td>
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<td>Umbrella Liability</td>
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<td>Claim Made/Occur</td>
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<td>9/23/2022</td>
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<tr>
<td></td>
<td>Aggregate</td>
<td>$5,000,000</td>
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**Description of Operations/Vehicles:**

ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

## Certificate Holder

**Specimen**  
For Purposes of Evidencing  
Coverage Only OH 45069

**CANCELLATION**

**Authorized Representative**

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W-9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

THE KLEINGERS GROUP, INC.

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C, C corporation, S, S corporation, P=Partnership).
   - Other (See instructions)

4. Exemptions (codes apply only to certain entities. Not all individuals see instructions on page 3).
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

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

6. City, state, and ZIP code

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requestor for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) 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), employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)
North Main Street Safety Imp Sheet 1

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
North Main Street Safety Imp Sheet 3

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

County of Montgomery, OH, Esri, HERE, Garmin, ACERENT P. USGS, EPA.
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
City Manager's Report

From: 2390 - Planning, Neighborhoods & Dev / Development
Supplier, Vendor, Company, Individual: Miami Valley Fair Housing Center, Inc.
Address: 505 Riverside Drive
Dayton, Ohio 45405

Date: April 13, 2022
Expense Type: Service Agreement
Total Amount: $50,000.00 thru 12-31-2022

Fund Source(s): Community Development Block Grant (CDBG) Non-Operating
Fund Code(s): 26304-2390-1159-31-PL2112
Fund Amount(s): $50,000.00

Includes Revenue to the City: Yes
Affirmative Action Program: Yes

Description:
Community Development Block Grant (CDBG) Subrecipient Agreement

The Department of Planning, Neighborhoods & Development requests approval to enter into an Agreement with Miami Valley Fair Housing Center, Inc. (MVFHC) in the amount of $50,000.00, to administer the Fair Housing Education and Outreach (FHEO) Program.

The FHEO Program will result in four (4) fair housing trainings with community organizations, four (4) fair housing trainings with the housing industry, government agencies, and other business professionals, and five (5) community events to raise awareness and distribute fair housing publications to 6,000 households.

MVFHC will help eliminate housing discrimination for City of Dayton residents through education and information sharing. MVFHC will reach vulnerable City of Dayton residents, focusing on residents who fall within the thirteen (13) protected classes as defined in the City of Dayton Human Rights Ordinance, and make them aware of their Fair Housing rights, the local resources to file complaints through the Dayton Human Relations Council, and the resources available through the Miami Valley Fair Housing Center to help them maintain housing stability.

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

This Agreement is funded with CDBG 2021 Action Plan funds and was awarded through the 2021 CDBG Competitive Process.

This Agreement will commence upon execution and will expire on December 31, 2022.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
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<td>Expiration Date</td>
<td>12/31/2022</td>
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<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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Required Documentation

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

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

## SECTION III - for Drafting Department

<p>| Amount: | $50,000.00 |
| Fund Code | 26304 - 2390 - 1159 |</p>
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<p>| Amount: |            |
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</table>

## Speaker Notes

- Miami Valley Fair Housing Center will administer the Fair Housing Education and Outreach Program to eliminate housing discrimination for City of Dayton residents.

| Vendor Name: | Miami Valley Fair Housing Center, Inc. |
| Vendor Address: | 505 Riverside Drive Dayton OH 45405 |
| Federal ID: | 311384075 |
| Commodity Code: | 96199 |

### Purpose:

Miami Valley Fair Housing Center will administer the Fair Housing Education and Outreach Program to eliminate housing discrimination for City of Dayton residents.

| Contact Person: | Ashley Hatton X3696 |
| Planning, Neighborhoods & Development / Development Department/Division |  |
| Date | 3/28/2022 |

### 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 |          |
| Date |          |

CF Prepared by

| Date |          |
| CF/CT Number |          |

Finance Department

October 18, 2011
March 31, 2022

TO: Shelley Dickstein, City Manager

FROM: Todd M. Kinskey, Director
       Department of Planning, Neighborhoods & Development

SUBJECT: CDBG Subrecipient Agreement with Miami Valley Fair Housing Center for the
         Fair Housing Education and Outreach Program

The Department of Planning, Neighborhoods & Development (PND) requests to enter a CDBG Subrecipient Agreement with Miami Valley Fair Housing Center (MVFHC) for the Fair Housing Education and Outreach (FHEO) Program.

Miami Valley Fair Housing Center’s mission is to eliminate housing discrimination and ensure equal housing opportunity for all people. To achieve this mission, MVFHC works in partnership with the Dayton Human Relations Council (HRC) to holistically approach housing discrimination and assist the thirteen (13) protected classes as defined by the City of Dayton Human Rights Ordinance, including race, gender, religion, national origin, color, familial status, disability, ancestry, military status, marital status, age, sexual orientation, and gender identity or expression. While HRC provides legal assistance and enforcement of fair housing laws, MVFHC works diligently to provide training opportunities and assist residents to understanding their rights pertaining to fair housing.

In 2021, MVFHC applied for and was awarded funding through the CDBG Competitive Process to provide additional fair housing training and community events. These events will help MVFHC disseminate informational material about fair housing choices, will provide the opportunity for MVFHC to work with residents who may be experiencing housing discrimination, and will allow the opportunity to discuss with housing, business, and government leaders how their industries impact fair housing initiatives. If potential instances of housing discrimination are discovered, MVFHC will be able to get residents in contact with HRC to utilize their enforcement services.

Recently, the City has entered into multiple agreements with MVFHC for additional fair housing activities through PND and HRC. However, each agreement governs a substantially different fair housing activity. PND’s existing agreement provides funding for completion of the Regional Analysis of Impediments to Fair Housing Choice (AI), an evaluation of fair housing issues that is required by HUD. HRC’s agreement pertains to fair housing testing, an activity that helps uncover housing discrimination through direct interaction with landlords. The attached agreement provides CDBG funding for increased fair housing education with the intent of increasing resident and stakeholder knowledge of fair housing rights.

If you have any questions, please contact me at extension 4209 or Sarah Geist at extension 3814.

TMK/sg

Attachments

C: Ms. Lofton; Mr. Parlette; Mr. Lipson; Ms. Browning; file
CDBG SUBRECIPIENT AGREEMENT
MIAMI VALLEY FAIR HOUSING CENTER, INC.
FAIR HOUSING EDUCATION & OUTREACH
CFDA 14.218

THIS AGREEMENT, entered into this __________ day of ____________________, 2022, is
between the CITY OF DAYTON OHIO, a municipal corporation in and of the State of Ohio,
hereinafter referred to as “City,” and MIAMI VALLEY FAIR HOUSING CENTER, INC., a not-
for-profit corporation organized under the laws of the State of Ohio, hereinafter called
“Subrecipient.”

WITNESSETH, THAT:

WHEREAS, the City is a grantee of funds from the United States Department of Housing
and Urban Development, hereinafter referred to as “HUD,” under Title I of the Housing and
Community Development Act of 1974, as amended, Public Law 93-383, responsible for the
development, implementation, administration, and evaluation of HUD’s Community
Development Block Grant, hereinafter referred to as “CDBG,” Program in Dayton; and,

WHEREAS, the City has delegated to the Subrecipient the responsibility of rendering fair
housing education and outreach through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the CDBG program’s national
objectives, as defined in 24 Code of Federal Regulations (“CFR”), Part 570.208, which include:
to benefit low/moderate income persons; to aid in the prevention or elimination of slum and
blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient
with operating funds to assist with fair housing education and outreach services for low- to
moderate-income households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability
necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has
been determined by the City to be the most appropriate party to assume the primary
administration of an activity described as “Fair Housing Education and Outreach” under the
CDBG program in the 2021 Action Plan for the City of Dayton and Dayton-Kettering HOME
Consortium, Grant Numbers B-21-MC-39-0010; and

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth,
City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. “Program Funds” shall mean any funds disbursed to the Subrecipient by the City from
the CDBG Program under this agreement.
B. “Program Income” is income received by the Subrecipient directly generated from the
use of CDBG funds.
C. “CDBG Program Funds” shall mean funding received by the City from HUD under the
City of Dayton’s CDBG Program.
D. “Contract Period” shall mean the effective date of this agreement and time given for
performance.
E. “Project Activity” shall mean the activity therein described in Exhibit A of this Agreement.
F. “Moderate, Low, and Very Low Income” shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Year 2021 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2021 and 2022 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, D – Monthly and Cumulative Reports, and E – CDBG Sample Timesheet and Activity Log.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A – Scope of Services, the budget set forth in Exhibit B – Program Budget, the monitoring scheduling set forth in Exhibit C – CDBG Program Monitoring Schedule, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

ARTICLE 3. SCOPE OF SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Fair Housing Education and Outreach for the purpose fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion of light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2022.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City’s 2021 CDBG funds, in the amount of FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) for the work and services to be provided by Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.
Expenditures between execution of this agreement and December 31, 2022, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.

2. Subrecipient agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.

3. Subrecipient agrees to prohibit the use of federal funds for lobbying in compliance with the following:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this provision. Subrecipient shall have no authority to assume or create any obligations 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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. **Indemnification**

Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. **Workers’ Compensation**

Subrecipient shall provide Workers’ Compensation Insurance Coverage for all its employees’ invoices in the performance of this Agreement.

E. **Insurance and Bonding**

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. **Grantor Recognition**

Subrecipient shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

G. **Amendments**
The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City’s Director of the Department of Planning, Neighborhoods and Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.
ARTICLE 7. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or Subrecipient by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City:          City of Dayton, Ohio
                  Department of Planning, Neighborhoods and Development
                  101 West Third Street
                  Dayton, Ohio 45402
                  Attn: Ashley Hatton
                  (937) 333-3696
                  Ashley.Hatton@daytonohio.gov

To Subrecipient: Miami Valley Fair Housing Center, Inc.
                  505 Riverside Drive
                  Dayton, Ohio 45405
                  Attn: Jim McCarthy
                  (937) 223-6035
                  jim.mccarthy@mvfairhousing.com

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other
accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records providing a full description and reporting of all accomplishments by Miami Valley Fair Housing Center, Inc. between execution of this agreement and December 31, 2022, regardless of program.

c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

d. Records required to determine the eligibility of activities;

e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, race and ethnicity, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. Retention of Records and Documentation

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City’s Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time.
Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient shall provide the City with full and complete copies of all project files and records associated with the Agreement. Additionally, copies of all files and records pertaining to federal funding contracted through the City shall be provided to the City should the Subrecipient cease operations.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including Program Income.

6. Audits, Monitoring, and Evaluation

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient shall provide to City such statements, records, reports, and other
information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. **Property Records**

Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. **Reporting Procedures**

1. **Program Income**

Subrecipient shall report no less than quarterly all “Program Income,” as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. **Indirect Costs**

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative cost in accordance with 2 CFR Part 200 and shall submit such plan to the City for approval, in a form specified by the City.

3. **Payment Procedures**

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. **Progress Reports**

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.
D. Procurement

1. Compliance

Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to
reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Subrecipient 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, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of Subrecipient to comply therewith shall constitute a breach of this Agreement entitling City, at its option, to terminate this Agreement.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected
thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Section 504**

Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action**

1. **Approved Plan**

Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. **Women and Minority-Owned Businesses**

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions**

Subrecipient will include the provisions of this Paragraph’s Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. **Labor Standards**

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

3. **“Section 3” Clause**

   a. **Compliance**

      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial
assistance provided under this contract and binding upon the City, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient agrees to comply with the "Section 3" requirements set forth above, and shall include the following language in all subcontracts executed for the program:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has
notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. **HUD Section 3 Participation Goals**

Developer agrees that the aspiration sub-contracting goals for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Employment: Thirty percent (30%) of the aggregate number of new hires during a one year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be Section 3 eligible persons.)

Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at [http://daytonhrc.org/business-technical-assistance/certification/](http://daytonhrc.org/business-technical-assistance/certification/)

c. **Notifications**

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to
employees and applicants for employment or training.

d. **Subcontracts**

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**D. Conduct**

1. **Assignability**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. **Subcontracts**

   a. **Approvals**

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

   b. **Monitoring**

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

   c. **Content**

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

   d. **Selection Process**

Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
3. **Hatch Act**

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. **Conflict of Interest**

Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

b. No employee, officer, or agent of subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. **Lobbying**

Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in...
connection with this federal contract, grant, loan, or cooperative
agreement, it will complete and submit Standard Form-LLL, “Disclosure
Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of Paragraph (d) of this certification be
included in the award documents for all sub awards at all tiers (including
subcontracts, sub grants, and contracts under grants, loans, and
cooperative agreements) and that all subcontractors shall certify and
disclose accordingly.

d. **Lobbying Certification**

This certification is a material representation of fact upon which reliance
was placed when this Agreement was made or entered into. Submission
of this certification is a prerequisite for making or entering into this
Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR
200.450. As stated in Section 1352, Title 31, U.S.C. and 2 CFR 200.450,
this certification must be filed by the Subrecipient during the submission
of its annual indirect cost rate proposal. Any person who fails to file the
required certification shall be subject to a civil penalty of not less than
**TEN THOUSAND DOLLARS AND ZERO CENTS ($10,000.00)** and not
more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS
($100,000.00)** for each such failure.

6. **Copyright**

If this contract results in any copyrightable material or inventions, the City and/or
HUD reserves the right to royalty-free, non-exclusive and irrevocable license to
reproduce, publish or otherwise use and to authorize others to use, the work or
materials for governmental purposes.

7. **Religious Activities**

Subrecipient agrees that funds provided under this Agreement will not be utilized
for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship,
religious instruction, or proselytization.

**ARTICLE 10. ENVIRONMENTAL CONDITIONS**

**A. Air and Water**

Subrecipient shall comply with the following requirements insofar as they apply to the
performance of this Agreement:

1. **Clean Air Act 42 U.S.C., 7401, et seq.**

2. **Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et
seq., as amended, 1318 relating to inspection, monitoring, entry, reports,
and information, as well as other requirements specified in said Section
114 and Section 308, and all regulations and guidelines issued
thereunder.**
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE 12. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE 13. WAIVER

The City’s failure to act with respect to a breach by subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and subrecipient with respect to this Agreement.
ARTICLE 15. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

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

CITY OF DAYTON, OHIO

City Manager

Date

2/22/2022

X John Musto for
City Attorney

Signed by: Musto, John

MIAMI VALLEY FAIR HOUSING CENTER, INC.

By Jim McCarthy, President/CEO

Feb 23, 2022

Date

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

_______________________________, 2022

Min./Bk. ___________ Page ___________

Clerk of the Commission
1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Fair Housing Education and Outreach" through December 31, 2022. The program will provide for the Fair Housing Education and Outreach and will result in (4) four fair housing trainings with community organizations, four (4) fair housing trainings with the housing industry, government agencies, and other business professionals, and (5) five community events to raise awareness and distribute fair housing publications to 6,000 households.

Through Fair Housing Education and Outreach Services, Miami Valley Fair Housing Center, Inc. will serve City of Dayton residents, majority who are low-to-moderate income (LMI) black and ethnic minority residents and who are at risk of housing discrimination. The program will reach vulnerable City of Dayton residents and make them aware of their Fair Housing rights, the local resources to file complaints through the Dayton Human Relations Council and the Miami Valley Fair Housing Center to assist them in asserting and protecting their rights in order to maintain housing stability.

The Fair Housing Education and Outreach Services will coordinate efforts with grassroots and faith-based organizations serving black and ethnic minorities and organizations that serve veterans; people with disabilities; gay, lesbian and transgender persons; and LEP immigrant communities, and other community organizations. In addition, will coordinate efforts with the housing industry, government agencies, and other business professionals by holding (4) four fair housing trainings. The Fair Housing Education and Outreach will also participate in (5) five community exhibits, festivals, events, etc. to raise awareness of fair housing rights and responsibilities. Also, distribute fair housing publications to 6,000 households as part of the events and elsewhere, which include languages other than English.

Miami Valley Fair Housing Center, Inc. supports the residents of Dayton by providing an office where residents can both report and file complaints of suspected or perceived housing discrimination. MVFHC will counsel complaints who have encountered illegal discrimination of options available to them and provide assistance to complainants in filing administrative complaints with the Dayton Human Relations Council, or lawsuits, as appropriate. MVFHC will be a proactive advocate for the effective utilization of the federal Fair Housing Amendments Act, state and local fair housing law, as well as HUD Guidelines and Recommendations that exist to discourage and eliminate housing discrimination and segregation.

The Subrecipient shall provide staff supportive services to the Fair Housing Education and Outreach as well as operating expenses to continue the expansion of outreach in the community. This activity is an eligible public service that provides workforce training and development, and is eligible for Community Development Block Grant (CDBG) program funding under the national objective benefiting low/moderate income persons. Under the Limited Clientele presumed benefit designation, this activity is considered to benefit LMI individuals since 100% of the beneficiaries are at or below 80% of the Area Median Income (AMI).
2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity (ies) carried out under this Agreement are allowable expenses under 24 CFR 570.206 (c) and are a provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons. The provision of fair housing services are considered to address the national objectives per 24 CFR 570.208 (d) (4).

3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for provision of Fair Housing Education and Outreach, not to exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00). The period will be between execution of this agreement through December 31, 2022, as contemplated in this agreement.

A. Provision of fair housing trainings, and participation in community events to raise awareness of fair housing rights, particularly among City of Dayton low-to-moderate income (LMI) black and ethnic minority residents who are at risk of housing discrimination.

1. The program provides the funding and materials necessary to implement a fair housing education and outreach service for the City of Dayton.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires Subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for the implementation and execution of Fair Housing Education and Outreach in compliance with all CDBG regulations, and preparation of reports to the City as detailed in Section 10, Reporting Procedures and as display in Exhibit D – Quarterly and Cumulative Reports.
6. **BUDGET**

The program budget is attached to this document as Exhibit B – Program Budget.

7. **STAFFING**

Subrecipient shall assign the following staff as Key Personnel to the Fair Housing Education and Outreach activities contemplated hereunder:

<table>
<thead>
<tr>
<th>Staff Member/ Title</th>
<th>General Program Duties</th>
<th>Time Allocation</th>
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</thead>
</table>
| John Zimmerman, Vice President             | Mr. Zimmerman will plan, coordinate, and supervise the program and other staff throughout the grant period. Mr. Zimmerman is responsible for:  
  - Conducting outreach to community organizations, housing industry, and local governments.  
  - Establishing curriculum for eight (8) FH trainings as appropriate; schedule trainings & MVFHC’s participation in five (5) community events.  
  - Tracking, analyzing and reporting upon activities                                                                                     | 104 hours per quarter |
| Elizabeth Redmon, Fair Housing Specialist   | Ms. Redmon will personally staff education and outreach events, and coordinate other staff and/or board members to assist in outreach.                                                                                           | 104 hours per quarter |
| Jason Collins, IT Specialist                | Mr. Collins will provide IT support to the program, including technical support for videoconferencing and webinar presentations, and personally staff and support the education and outreach events.                                   | 104 hours per quarter |
| Jim McCarthy, President/CEO                 | Mr. McCarthy will provide guidance, mentoring, and creative input for any enforcement activities required because of issues identified or complaints received from City of Dayton residents.  
  *McCarthy’s time and effort is pledged in-kind to the project.*                                                                                  | 78 hours per quarter |

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. **PAYMENT PROCEDURES**

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City’s Department of Planning, Neighborhoods and Development on a monthly basis. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. **Invoice Information**

Subrecipient’s invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered

4. Work Done/Accomplishments Summary, etc.

5. Written documentation verifying that bi-weekly payroll reports were reviewed and comply with approved wage determination.

6. Total Amount Requested

7. List of Enclosed Documents

8. Agreement Funding Balance

9. Other information Subrecipient desires to communicate to the City’s Project Coordinator

10. Signature of Subrecipient’s President/CEO

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For personnel invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a detailed summary of work performed by the employee during the time for which payment was made. The detailed summary should include a description of each activity/action performed by the personnel as well as a total of the amount of invoiced time spent working on that activity/action. At a minimum, invoicing for personnel charges must include the level of detail and information provided in Exhibit E – CDBG Sample Timesheet and Activity Log. For supplies and materials invoicing, the documentation and information shall include an invoice from the vendor or company detailing the item(s)/services purchased and a copy of the Subrecipient’s check or ACH electronic transfer showing that the Subrecipient paid the vendor for the invoiced goods/services. Quarterly invoicing documentation should include a copy of the required Quarterly Report as enumerated in Exhibit D.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, race and ethnicity, income, job descriptions, duties performed by program participants, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for staff should be included in the Miami Valley Fair Housing Center’s database, and accounting software, if applicable:

A. Accounting journals and ledgers
B. Source documentation that costs were eligible and paid (invoices, purchase orders, bank statements showing ACH transfers, cancelled checks, etc.)

C. Bank account records

D. Time sheets entries documenting activity for personnel

E. Income verification or self-certification documents verifying the income level of program participants – Not applicable to this project. Subrecipient has provided required “Note to the file on client data requirement”.

F. Payroll records and reports

G. Documentation of other administrative costs charged

H. Financial reports

I. Audit files

J. Financial correspondence

Subrecipient will maintain project documentation, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Sub-recipient agrees to submit the following reports.

A. Quarterly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day after the close of each quarter, regardless of invoicing and beginning on or before December 15, 2021, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous quarter. The Quarterly Progress Report must detail, at a minimum, the following information per reporting period:

1. The total number of persons reached during the reporting period;

A copy of the Quarterly Report is included in Exhibit D – Quarterly and Cumulative Reports.
A. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than December 30, 2022. A copy of the report is included in Exhibit D – Monthly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient’s activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

B. Meetings and Evaluation

Subrecipient shall meet with the City and/or its designees at such times designated by the City to review and discuss the Subrecipient’s performance of this Agreement. The Subrecipient shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of the Subrecipient’s performance.

11. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of the Agreement.
## EXHIBIT B
### PROGRAM BUDGET

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<tr>
<td>Postage/Mailing</td>
<td>$1,960.00</td>
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<tr>
<td>Legal/Auditing Services</td>
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<td>Labor (volunteers)</td>
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<td>$17,586.00</td>
<td>$77,586.00</td>
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EXHIBIT C
CDBG MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning, Neighborhoods and Development
Subrecipient: Miami Valley Fair Housing Center, Inc.
Project/Program: Fair Housing Education and Outreach

<table>
<thead>
<tr>
<th>Monitoring Subject Area</th>
<th>Date of Review</th>
<th>City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section I. Required Monitoring for ALL CDBG Subrecipient Agreements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial and Program Eligibility</td>
<td>Upon submission of invoice(s)</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Program Performance and Records Management</td>
<td>Ongoing on a monthly basis until termination of Agreement</td>
<td>Sarah Geist or designated staff</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>At the start of agreement</td>
<td>Pete Thornburgh or designated staff</td>
</tr>
<tr>
<td>Historic Properties Protection Review</td>
<td>Not Applicable</td>
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</tr>
<tr>
<td>On-Site Monitoring Visit</td>
<td>TBD in accordance with CDBG risk assessment policy</td>
<td>Sarah Geist or designated staff</td>
</tr>
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</table>

**Section II. Specific Monitoring Areas based on Project Type**

<table>
<thead>
<tr>
<th>Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)</th>
<th>Not Applicable</th>
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</thead>
<tbody>
<tr>
<td>Acquisition and Relocation Compliance</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Housing Rehabilitation Guidelines</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Economic Development Guidelines</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
Quarterly and Cumulative Report

Project Name: Fair Housing Education and Outreach
Subrecipient: Miami Valley Fair Housing Center, Inc.
Action Plan Year: 2021-22

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location where fair housing trainings, or participation by the Fair Housing Center in community events to raise awareness and distribute fair housing publications to households in need of this information:

2. Total number of Fair Housing Trainings covered by this report: ____________________

3. Total Number of Fair Housing Trainings:

   Wherein new or continuing awareness of fair housing rights & responsibilities was created:

   Wherein improved awareness of how to file fair housing complaint with the Dayton Human Relations Council was created:

   Total must match #2

4. Total Number of Community Events covered by this report: ____________________

   Number of Community Events that aid in the prevention or elimination of slums or blight:

   Number of Community Events that are designed to meet other community development needs having a particular urgency because existing conditions pose a serious threat to the health and welfare of the community, and other financial resources are not available:

   Number of fair housing publications distributed

   Total must match #4

5. Total Number of Fair Housing Publications distributed covered by this report: ____________________

   Year-to-Date Number of Fair Housing Publications distributed:

   Total must match #5 + any previously reported publications distributed
EXHIBIT E—SAMPLE ACTIVITY REPORT

For Personnel Funded 100% through this agreement, please use this certification:

Certification & Support for Personnel Invoicing

2 CFR 225, APPENDIX B §8(h)(4-5) states that employees paid by Federal and non-Federal sources need to complete time and effort certifications at least monthly, which reflect the individual’s total work time and identify the portion of time spent on federal projects. The certification must be signed by the employee and their supervisor. When multiple funding sources contribute to an employee’s salary, the certification must be supported with documentation of actual effort (i.e. timesheets). The Miami Valley Fair Housing Center Database is the official timekeeping record for Miami Valley Fair Housing Center, Inc. – Fair Housing Education and Outreach serving as documentation of actual effort for grant-funded employees.

Pay Dates Included in this Certification:

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Hours Worked</th>
<th>Pay Rate</th>
<th>Total Wages</th>
<th>Total Amount Billed for Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summary of Work Performed:
The above wages and benefits are for.........insert a paragraph explaining the work accomplished during this period by the personnel identified above.

I, _____________ (print name) certify that my time recorded during this reporting period was spent performing the activities described above. I hereby this report is an after-the-fact determination of the total activity and actual effort expended for the period indicated, and I have full knowledge of all of these activities.

__________________________  ______________________
Employee Signature          Date

__________________________  ______________________
Supervisor Signature        Date
EXHIBIT E—SAMPLE ACTIVITY REPORT

For personnel charging a percentage of their time LESS THAN 100% toward this agreement, please use this activity log. The activity log MUST provide adequate information detailing activities, events, processes, etc. billed toward the agreement so that the Project Manager can determine cost allocability and cost allowability per 2 CFR 200 requirements.

Miami Valley Fair Housing Center, Inc.—Fair Housing Education and Outreach
QUARTERLY ACTIVITY LOG

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Month &amp; Year</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Time</th>
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</table>


"MVFHC - Fair Housing Agreement 2022 - signed by law" History

Document created by Ashley Hatton (ashley.hatton@daytonohio.gov)
2022-02-23 - 12:36:33 PM GMT

Document emailed to Jim McCarthy (jim.mccarthy@mvfairhousing.com) for signature
2022-02-23 - 12:37:29 PM GMT

Email viewed by Jim McCarthy (jim.mccarthy@mvfairhousing.com)
2022-02-23 - 12:59:13 PM GMT

Document e-signed by Jim McCarthy (jim.mccarthy@mvfairhousing.com)
Signature Date: 2022-02-23 - 1:37:54 PM GMT - Time Source: server

Agreement completed.
2022-02-23 - 1:37:54 PM GMT
PROFESSIONAL SERVICES AGREEMENT FOR FEMA LEVEE ACCREDITATION, INTERIOR DRAINAGE ANALYSIS

The Department of Water requests permission to enter into an Agreement with Michael Baker International, Inc., in the amount of $60,000.00 for the FEMA Levee Accreditation, Interior Drainage Analysis project. This amount includes performing an Interior Drainage Analysis in accordance with 44 CFR Sec. 65.10 (b) for FEMA Levee Accreditation. Michael Baker International, Inc. will assess if the levee system along Kettering Fields can provide reasonable assurance that protection from the base flood exists. The accreditation is being performed in coordination with Miami Conservancy District (MCD) and utilizes the same engineer.

This project is being funded using 2022 Storm Capital Funds.

This Agreement shall commence upon execution by the City, and it shall expire upon expenditure of all funds provided herein or on December 31, 2023.

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

A Certificate of Funds in the amount of $60,000.00 and a copy of the Agreement are attached.
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: 12/31/2023
Original Commission Approval: $60,000.00
Initial Encumbrance: $60,000.00
Remaining Commission Approval: 

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

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

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

Amount: $60,000.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>58002</th>
<th>3420</th>
<th>1159</th>
<th>54</th>
<th>ST2202</th>
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<td>Acct</td>
<td>Prog</td>
<td>Act</td>
<td>Loc</td>
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Amount: 

<table>
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<tr>
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<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
<td>Prog</td>
<td>Act</td>
<td>Loc</td>
</tr>
</tbody>
</table>

Vendor Name: Michael Baker International, Inc.
Vendor Address: 100 Airside Drive Moon Township PA 15108
Street City State Zipcode + 4
Federal ID: 25-1228638
Commodity Code: 90654
Purpose: Award of Professional Services Agreement for FEMA Levee Accreditation, Interior Drainage Analysis

Contact Person: Lisa Burton-Yates

Water/ Water Financial Services Department/Division 3/25/2022

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: 4/1/22

CF Prepared by: 
Date: 4/1/22

Finance Department October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this ___ day of ____________, 2022, between the City of Dayton, Ohio, ("City"), and Michael Baker International, Inc., with an office at 100 Airside Drive, Moon Township, Pennsylvania 15108 (hereinafter referred to as the "Engineer").

WITNESSETH THAT:

WHEREAS, The City needs interior drainage analysis for the Federal Emergency Management Agency (FEMA) levee accreditation within the City of Dayton, Ohio ("Project");

WHEREAS, Engineer is willing to perform such professional services and represents that its staff is fully qualified to perform such services ("Services"); and,

WHEREAS, The Services to be provided are necessary to achieve the purposes of the City's Water Department.

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

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2023 whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall provide all professional services necessary to complete the Services that are described in attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration of this Agreement shall not exceed SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00) for all services to be provided by Engineer. Total remuneration shall be paid according to Attachment B, Compensation, which is incorporated herein by reference. The Engineer shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

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

ARTICLE 5. STANDARD OF CARE
Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances at that time and at the Project locale. Engineer shall have no liability for defects in the Services attributable to Engineer'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 Engineer’s failure to meet such standards and the City has notified Engineer in writing of any such error within that period, Engineer shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

**ARTICLE 6. LIABILITY AND INDEMNIFICATION**

Engineer shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses of whatsoever kind and nature, to the extent such claims, losses, damages, or expenses are caused by Engineer’s or its agents’, employees’, contractors’, sub-contractors’, and representatives’ negligent acts, errors, or omissions or willful misconduct.

Neither Party shall be liable to the other for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, losses of use, revenue, income, profit, financing, productivity, business and/or reputation) arising out of or relating in any way to the Services, Agreement or Project.

Engineer’s total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Services, Agreement or Project shall not exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00).

This Article 6 shall survive termination of this Agreement.

**ARTICLE 7. INSURANCE**

During the term of this Agreement, Engineer 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.

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

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

**ARTICLE 8. CONFIDENTIALITY**

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

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

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

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

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

ARTICLE 10. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Engineer to perform in accordance with the terms of this Agreement. Engineer shall have fifteen (15) calendar days from the date of the cure notice to submit a plan to the City in order to cure the said failure. If Engineer has not cured said failure, the City may then terminate the Agreement for cause.

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE
Neither the City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; 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 Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
B. GOVERNING LAW AND VENUE
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

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

Engineer: Michael Baker International, Inc.
100 Airside Drive
Moon Township, Pennsylvania 15108
Attention: Steve Savich, Vice President

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

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

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

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

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

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.
G. INDEPENDENT CONTRACTOR
By executing this Agreement for professional services, Engineer acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Engineer shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Engineer 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.

Engineer, its employees and any persons retained or hired by Engineer 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, Engineer shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

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

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

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

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

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

K. POLITICAL CONTRIBUTIONS
Engineer 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 Engineer. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

M. INTERPRETATION
The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.
IN WITNESS WHEREOF, the City and Engineer, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

__________________________________
City Manager

MICHAEL BAKER INTERNATIONAL, INC.

By: __________________________________

Steve Savich
Its: Vice President, Practice Executive - LD&I

APPROVED AS TO FORM AND CORRECTNESS

3/18/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

__________________________________, 2022

Min./Bk.: _______ Page: ____________

Clerk of the Commission
ATTACHMENT A
TO
PROFESSIONAL SERVICES AGREEMENT

City: City of Dayton, Ohio
Project: FEMA Accreditation – Interior Drainage Analysis
Engineer: Michael Baker International, Inc.

SCOPE OF SERVICES

Engineer will perform an assessment of the interior drainage for the levee in accordance with 44 CFR Sec. 65.10 (b) to identify the sources of any interior flooding and the extent of any areas of flooding where the average depth is greater than one foot. This proposal covers the area highlighted within the ‘Project Scope’ boundary on the Dayton Storm map (See Attachment C).

The project will include the following:

Task 1 Site Visits:
- One initial site visit by two Michael Baker staff to perform a visual site inspection of the critical interior storm drain components (includes the pump stations and conduits through the levee).
- One additional follow-up site visit by two Michael Baker staff to confirm validity of preliminary analysis outputs, ponding locations, and model assumptions at critical storm drain locations (inlets, storm pipes, pump stations, etc.).

Task 2 Data Review:
- Review of background data provided by City of Dayton and MCD including pump station rating curves, storm sewer sizes and mapping, and other relevant information.
- Confirmation of hydrologic information for all sub-watersheds including the drainage areas, curve numbers, and time of concentration provided in the InfoWorks CS model. Based on mapping provided by the City of Dayton, the project limit is comprised of areas that drain to pump stations and areas that drain to conduits that extend through the levee to the Miami River (highlighted in Attachment C).

Task 3 Hydrologic Analysis:
- Verification of the precipitation data for the base flood (100-year event).
- Hydrologic routing analysis to determine the peak discharge and runoff volume for each subdrainage area.

Task 4 Hydraulic Analysis:
- Hydraulic analysis of select components of the interior storm network and pump stations using an approved FEMA model. The analysis will be performed for the major trunk lines of the storm network. The ponding depths within the interior of the levee will be calculated using LiDAR DEM (obtained from Ohio Geographically Referenced Information Program or supplied by the City of Dayton). The hydraulic analysis will be based on joint probability of interior and exterior flooding.
- Determination of the extents of flooding as well as the location (if any) where the average flooding depths are greater than one foot based on the hydraulic analysis.

Task 5 Reporting:
- Reporting to meet the requirements of 44 CFR 65.10 (b) Tab 6: Interior Drainage.
ASSUMPTIONS AND EXCLUSIONS
To further assist with the development of the proposal the following assumptions and exclusions were made by Michael Baker:

- This proposal does not include any survey or utility location work.
- This proposal excludes the design of any modifications of the interior drainage network that may be required to eliminate interior ponding.
- Progress meetings to be held virtually as necessary.
ATTACHMENT B
TO
PROFESSIONAL SERVICES AGREEMENT

City: City of Dayton, Ohio
Project: FEMA Accreditation – Interior Drainage Analysis
Engineer: Michael Baker International, Inc.

COMPENSATION

<table>
<thead>
<tr>
<th>Item/Task</th>
<th>Description</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Site Visit</td>
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<tr>
<td>2</td>
<td>Data Review</td>
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<td>3</td>
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<td>4</td>
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<td>5</td>
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<td>6</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$60,000.00</strong></td>
</tr>
</tbody>
</table>
DAYTON INTERNATIONAL AIRPORT HANGAR A RENOVATION
(15% SBE PARTICIPATION GOAL / 16.18% SBE PARTICIPATION ACHIEVED)

The Dayton International Airport requests approval to award a contract with AKA Construction, Inc. The project is for the renovation of Hangar A for use as an aircraft maintenance training facility by Sinclair Community College.

Two bids were received for this project. It is recommended that the project be awarded to the lowest and best bidder, AKA Construction, Inc. in the amount of $893,848.00. This amount includes the base bid of $669,130.00, Alternate No. 1 Contingency Allowance in the amount of $60,000.00, Alternate No. 7 Replacement of Radiant Heaters in the amount of $51,200.00 and Alternate No. 8 COPP Systems Security Allowance in the amount of $113,518.00. The estimated cost of the project was $833,111.43. The time of completion on this project is 190 days.

Human Relations Council established a SBE goal of 15%, and AKA Construction, Inc. achieved a verified SBE utilization of 16.18%.

The project is being funded with Aviation Capital Funds. A Certificate of Funds, Tabulation of Bids, Human Relations Council’s verification letter, the Bid Form from the firm recommended for award and Site diagrams are attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Orders

Contract Start Date: Upon Execution
Expiration Date: 12/31/23
Original Commission Approval: $893,848.00
Initial Encumbrance: $893,848.00
Required Documentation

Original CT/CF
Increase Encumbrance
Decrease Encumbrance
Remaining Commission Approval

Amount: $893,848.00
Fund Code: 51129 - 3210 - 1425 - 43 - AVC316

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

Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: AKA Construction, Inc.
Vendor Address: 903 Salem Street Brookville OH 45309
Street City State Zipcode + 4
Federal ID: 310960622
Commodity Code: 91065
Purpose: Renovation of Hangar A for use as an aircraft maintenance training facility at the Dayton International Airport.
Contact Person: Mike Cross
Aviation/Engineering Department/Division 3/22/2022 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: 4/5/22 Date

CF Prepared by: 4/5/22 Date
CF/CT Number: CT22-3872

Finance Department

October 18, 2011
<table>
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<th>Item Code</th>
<th>Item Description</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Base Bid</td>
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<td>$669,130.00</td>
<td>$729,500.00</td>
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<tr>
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<td>Lump</td>
<td>1</td>
<td>$122,870.00</td>
<td>$122,870.00</td>
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<td>SPL</td>
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<tr>
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<td>Replacement of Radiant Heaters</td>
<td>Lump</td>
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<td>$51,200.00</td>
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<tr>
<td>SPL</td>
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<td>Lump</td>
<td>1</td>
<td>$113,518.00</td>
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<table>
<thead>
<tr>
<th>AKA Construction, Inc.</th>
<th>Setterlin Building Company</th>
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</thead>
<tbody>
<tr>
<td>$669,130.00</td>
<td>$729,500.00</td>
</tr>
</tbody>
</table>
March 28, 2022

TO:       Michael Cross, Planning & Engineering Manager
FROM:     Donerik Black, Business & Technical Administrator (HRC)

SUBJECT:  Dayton International Airport Hangar A Renovation
          (15% SBE)

The HRC recommendation is to award the above contract to AKA Construction, Inc. They submitted a bid utilizing one PEP certified contractor to meet the projects 15% SBE participation goal. The HRC’s contract compliance analysis has verified that AKA Construction, Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance Program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AKA Construction, Inc.</td>
<td>$669,130.00</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AKA Construction, LLC</td>
<td>$108,278.00</td>
<td>16.18% SBE</td>
</tr>
</tbody>
</table>

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1439.

DB
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Dayton International Airport
Hangar A Renovation
3600 McCauley Drive
Vandalia, Ohio 45377

Bidder AKA Construction, Inc.
903 Salem Street
Brookville, Ohio 45309
<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>SPL</td>
<td>Base Bid</td>
<td>Lump</td>
<td>1</td>
<td>$669,130.00</td>
<td>$669,130.00</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>Contingency Allowance ($60,000.00)</td>
<td>Lump</td>
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<td>$60,000.00</td>
<td>$60,000.00</td>
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<td>$122,870.00</td>
<td>$122,870.00</td>
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<tr>
<td>Alternate No. 5</td>
<td>Roof Coating - Low Roofs</td>
<td>Lump</td>
<td>1</td>
<td>$24,870.00</td>
<td>$24,870.00</td>
</tr>
<tr>
<td>Alternate No. 6</td>
<td>Crack Repair</td>
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<td>$2,450.00</td>
<td>$2,450.00</td>
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<td>Alternate No. 7</td>
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<td>$51,200.00</td>
<td>$51,200.00</td>
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<td>$113,518.00</td>
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<td></td>
<td></td>
<td></td>
<td><strong>$669,130.00</strong></td>
</tr>
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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

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract

Amy Jo Gostomsky, President

Debra K. Flatter, Secretary

Home Office Address
903 Salem Street, Brookville, OH 45309

Local Address
903 Salem Street, Brookville, OH 45309

Telephone (937) 222-1501 Fax (937) 276-5200

E-mail amy@aka-construction.com

Federal I.D.# 31-0960622

Dated this 17 day of February, 2022

Bidder: Amy Jo Gostomsky

By: Amy Jo Gostomsky

Title: President
BID BOND

Amount $ 10%

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent Of Total Bid——— Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

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

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

Signed at Dayton, Ohio, this 17th day of February, 2022

AKA Construction, Inc.

[Signature]
Bidder

Ohio Farmers Insurance Company

[Signature] Katherine J. Scarberry
Surety Attorney-In-Facct

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

Telephone 937-228-4135 FAX 212-948-6401
AUTHORIZATION AND CONSENT TO THE USE OF ELECTRONIC SEAL ADDENDUM (APRIL 22, 2020)

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, Westfield Insurance Company and/or Westfield National Insurance Company and/or Ohio Farmers Insurance Company (collectively the “Surety”) has authorized its Attorney-in-Fact to affix the Surety’s corporate seal to any bond executed on behalf of the Surety by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of the Surety by its Attorney-in-Facts, the Surety hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Thank you,

Gary W. Stumper
National Surety Leader
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $3,374,073,769, liabilities in the amount of $665,616,417, and surplus of at least $2,708,457,352.

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
Financial Statement

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2020

OHIo Farmers Insurance Company
Balance Sheet
12/31/20
(in thousands)

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<td>Bonds</td>
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<td>Stocks</td>
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<td>Subsidiaries</td>
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<td>Real estate</td>
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<td>Premiums receivable</td>
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<tr>
<th>Liabilities</th>
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<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>168,415</td>
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<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>327,709</td>
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<tr>
<td>Reserve for taxes and other liabilities</td>
<td>169,493</td>
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<tr>
<td>Total liabilities</td>
<td>665,617</td>
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<table>
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<tr>
<td>Surplus to policyholders</td>
<td>2,708,457</td>
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<td>Total surplus</td>
<td>2,708,457</td>
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<tr>
<td>Total liabilities and surplus</td>
<td>3,374,074</td>
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</tbody>
</table>

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio; and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Gary W. Stumper
National Surety Leader
Senior Executive

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio
General
Power
of Attorney

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

BRENDA G. TAYLOR, MICHELLE A. DEMMITT, JENNIFER L. SALM, AMANDA L. BRUMBAUGH, KATHERINE J. SCARBERRY,

NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L.

EDDY, DAVID G. EVELEIGH, JOINTLY OR SEVERALLY

of DAYTON and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS,

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereeto affixed this 11th day of OCTOBER A.D. 2018.

STATE SEAL

By:

Dennis P. Baus, National Surety Leader and Senior Executive

STATE SEAL

On this 11th day of OCTOBER A.D. 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

State of Ohio
County of Medina

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

STATE SEAL

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of February A.D. 2022.

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
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
Amy Jo Gostomsky, President
(print name – an Officer of the company)

AKA Contraction, Inc. ___________________________ meets the following Contractor requirements relating
to this City of Dayton construction project

(company)

Check All That Apply:

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

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

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

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

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

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

By: ___________________________

Amy Jo Gostomsky

Digitally signed by Amy Jo
Gostomsky
Date: 2022.02.16 15:29:09 -05'00'

(signature)

Title: President

Date: 02/17/2022
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

   Health Insurance
   Dental Insurance
   401K

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.

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

   Will provide a complete list within 48 hours of bid opening if requested

   Drywall
   Masonry
   Painter
   Roofer
   Electrician

   Plumber
   HVAC
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>Tall View Palladium, Inc.</th>
<th>Cardinal Diversity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magic Painting, Inc.</td>
<td></td>
</tr>
<tr>
<td>N.A.V.I. Masonry</td>
<td></td>
</tr>
<tr>
<td>WIW Enterprises</td>
<td></td>
</tr>
<tr>
<td>Gaines Mechanical Contractors, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

None
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Amy Jo Gostomsky, President

being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of

AKA Construction, Inc. (“the Contracting Party”).

2. The Contracting Party is a/an (select one):

☐ Individual, partnership, or other unincorporated business association (including without
  limitation, a professional association organized under Ohio Revised Code Chapter
  1785), estate, or trust.

☒ Corporation organized and existing under the laws of the State of Ohio.

☐ Labor organization.

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

By: Amy Jo Gostomsky

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Montgomery

Amy Jo Gostomsky, being first duly sworn deposes and states that:

(1) He/she is ________________________________ of

AKA Construction, Inc. ________________________ that

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

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

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

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

Amy Jo Gostomsky

President

TITLE

Digitally signed by Amy Jo
Gostomsky
Date: 2022.02.16 15:30:10 -05'00'
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Dayton Interantional Airport Hangar A Renovation Vandalia, OH 45377

NAME

During the performance of this contract:

AKA Construction, Inc. 903 Salem Street, Brookville, OH 45309

CONTRACTOR ADDRESS 937-222-1501 / 937-276-5200

LOCATION TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program
which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal
or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color,
religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are
applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble
Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

| Goals of Minority Worker Utilization Expressed in Percentage Terms |
| From 1/1/2000 to Present | 11.5% |
| Goals of Female Worker Utilization Expressed in Percentage Terms |
| From 4/1/80 to Present | 6.9% |
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the 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**

AKA Construction, Inc. (Contractor) certifies that:

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

<table>
<thead>
<tr>
<th>Laborer</th>
<th>Plumber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>Pipefitter</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>Sheet Metal Worker</td>
</tr>
<tr>
<td>Glazier</td>
<td>Roofer</td>
</tr>
<tr>
<td>Drywall Finisher</td>
<td>Bricklayer</td>
</tr>
<tr>
<td>Painter</td>
<td></td>
</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:**

Amy Jo Gostomsky

Digitally signed by Amy Jo Gostomsky
Date: 2022.02.17 10:55:25 -05'00'

(Signature of Authorized Representative of Bidder)

**FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ**
SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: AKA Construction, Inc.
Address: 903 Salem Street
City: Brookville
State: OH
ZIP: 45309
Telephone: (937) 222-1501
Email: amy@aka-construction.com
Primes Base Bid $669,130.00
Name of Project: Dayton International Airport Hangar A Renovation

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: AKA Construction, Inc.
PEP-Certified Firm's Tax ID#: 31-0960622
Scope of Work to Be Performed by Certified Firm: General Contractor including:
Demolition, Carpentry and Concrete.

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $108,278.00</td>
<td>%16.18</td>
<td>$108,278.00</td>
</tr>
<tr>
<td>Materials $______________________</td>
<td>%______________________</td>
<td>$______________________</td>
</tr>
<tr>
<td>Labor $__________________________</td>
<td>%______________________</td>
<td>$______________________</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Amy Jo Gostomsky
(Signature of Bidder/Proposer's Authorized Agent)
Digitally signed by Amy Jo Gostomsky
Date: 2022.02.17 11:27:26 -05'00'

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

President
(Title of Bidder/Proposer's Authorized Agent)
(Date)

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

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

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

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

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

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

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

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

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

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

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

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

Amy Jo Gostomsky
Digitally signed by Amy Jo Gostomsky
Date: 2022.02.17 10:56:01 -05'00'

(Signature of Bidder/Offeror’s Authorized Agent)

Amy Jo Gostomsky
(Printed Name of Bidder/Offeror’s Authorized Agent)

AKA Construction, Inc.

(Name of Bidder/Proposer’s Firm)

President

(Title of Bidder/Offeror’s Authorized Agent)

02/17/2022

(Date)
Dayton International Airport and Sinclair Community College
Aircraft Mechanic Training Center

The Dayton International Airport and Sinclair Community College, in conjunction with PSA Airlines, are collaborating to develop and renovate a hangar at the airport to create the Sinclair Aircraft Mechanic Training Center.

The facility will contain two classrooms, two lab spaces and will be dedicated to aircraft mechanics and aviation service maintenance, in-demand career fields. The renovation will accommodate commercial aircraft, needed equipment and training/lab space for instruction.

The project scope includes renovating ~14,000 SF for the hangar training center and labs, and ~2,800 SF for the classrooms and administrative office.

The labs will have access to the airfield side of the airport which will provide valuable hands-on learning opportunities for students to work on commercial and cargo aircraft through PSA Airlines. The training center will offer state-of-the-art equipment, air compression, LED lighting, computer stations, and a temperature-controlled environment.

The training center will provide significant financial benefits to the region. Graduates of this program will be well-positioned for high-paying mechanic and maintenance jobs with PSA Airlines, Air Wisconsin and other airline and aviation companies, thus strengthening the viability of the Dayton region’s air travel economy.
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 April 13, 2022
Expense Type Award of Contract
Total Amount $4,078,718.50 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>General Capital</td>
<td>40030-6450-1428-54</td>
<td>$ 670,488.50</td>
</tr>
<tr>
<td>General Capital/GO Debt</td>
<td>49228-6450-1428-54</td>
<td>$3,358,980.00</td>
</tr>
<tr>
<td>Storm Water Capital Fund</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$ 16,375.00</td>
</tr>
<tr>
<td>Sanitary Sewer Capital Fund</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$ 16,375.00</td>
</tr>
<tr>
<td>Water Capital Fund</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$ 16,500.00</td>
</tr>
</tbody>
</table>

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

Description

2022 RESIDENTIAL ASPHALT RESURFACING I
(10% SBE AND 10% MBE PARTICIPATION GOAL / 10.05% SBE & 10.05% MBE 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 $4,078,718.50. This amount includes the base bid in the amount of $3,878,718.50 and Alternate No. 1, Contingency Allowance in the amount of $200,000.00. The estimated cost for the project was $4,151,468.00. Project completion is scheduled for October 28, 2022.

This project is being funded using Issue 9 Residential Resurfacing Funds ($670,488.50), 2022 Infrastructure Debt Funds ($3,358,980.00), Storm Water Capital Funds ($16,375.00), Sanitary Sewer Capital Funds ($16,375.00), and Water Capital Funds ($16,500.00).

A Certificate of Funds, Tabulation of Bids, Human Relations Council Verification Letter, Bid Form from the firm recommended for award, and Street List are attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 10/2019

FORM NO. MS-16
**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>October 28, 2024</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 4,078,718.50</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 4,078,718.50</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>-</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>-</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>-</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>-</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>-</td>
</tr>
</tbody>
</table>

**Amount:** $670,488.50

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>40030</th>
<th>6450 - 1428 - 54 -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
</tr>
</tbody>
</table>

**Amount:** $3,358,980.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>49228</th>
<th>6450 - 1428 - 54 -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
</tr>
</tbody>
</table>

**Amount:** $16,375.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>58002</th>
<th>3420 - 1428 - 54 - ST1001 -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
</tr>
</tbody>
</table>

**Amount:** $16,375.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>55004</th>
<th>3420 - 1428 - 54 - SF1001 -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALS**

**Vendor Name:** John R. Jurgensen Co.  
**Vendor Address:** 1780 Enon Rd.  
**City:** Springfield  
**State:** Ohio  
**Zipcode:** 45502  
**Federal ID:** 31-0578656  
**Commodity Code:** 96866  
**Purpose:** Award of Contract 2022 Residential Asphalt Resurfacing I  
(10% SBE & 10% MBE Participation Goal)

**Contact Person:** Joe Weinel  
**Department/Division:** Public Works/Civil Eng.  
**Phone Number:** 937-333-4218

**Originating Department Director’s Signature:** [Signature]  
**Date:** 4/1/22

---

**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:** 4/1/22

---

**Finance Department**  
**October 18, 2011**
### SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Contract Start Date**: Upon Execution
- **Expiration Date**: October 28, 2024
- **Original Commission Approval**: $4,078,718.50
- **Initial Encumbrance**: $4,078,718.50
- **Remaining Commission Approval**
- **Original CT/CF**: $-
- **Increase Encumbrance**: $-
- **Decrease Encumbrance**: $-
- **Remaining Commission Approval**: $-

<table>
<thead>
<tr>
<th>Amount: $16,500.00</th>
<th>Fund Code: 53003 - 3420 - 1428 - 54 - WF1004</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

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

- Copy of City Manager’s Report
- Copy of Original Certificate of Funds

---

**Vendor Name**: John R. Jurgensen Co.

**Vendor Address**: 1780 Enon Rd. Springfield Ohio 45502

**Federal ID**: 31-0578656

**Commodity Code**: 96866

**Purpose**: Award of Contract for 2022 Residential Asphalt Resurfacing I (10% SBE & 10% MBE Participation Goal)

**Contact Person**: Joe Weinel

**Public Works/Civil Eng.**

**Department/Division**: 937-333-4218

**Phone Number**: 3-31-22

**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**: 3/31/22

---

**Finance Department**

**October 18, 2011**
## Dayton, Ohio
Department of Public Works
Division of Civil Engineering

Proposal Tabulation For: 2022 Residential Asphalt Resurfacing I
10% SBE & 10% MBE Participation Goal

<table>
<thead>
<tr>
<th>Bid Opening Date</th>
<th>Cost Estimate</th>
<th>Estimated Time Of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 27, 2021</td>
<td>$4,151,468.00</td>
<td>October 28, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>JR Jurgensen Co.</em></td>
<td>$3,878,718.50</td>
<td>-0-</td>
<td>$3,878,718.50 October 28, 2022</td>
</tr>
<tr>
<td>Barrett Paving Materials, Inc.</td>
<td>$4,694,196.00</td>
<td>-0-</td>
<td>$4,694,196.00 October 28, 2022</td>
</tr>
</tbody>
</table>

*Awarded
Revised 9/14/98
March 29, 2022

TO:    David Escobar, Senior Engineer II, Public Works

FROM:  Donerik Black, Business & Technical Assistance Administrator
        Human Relations Council (HRC)

SUBJECT:  2022 Residential Asphalt Resurfacing I
          (10% MBE, 10% SBE Participation Goal)

The HRC recommendation is to award the above contract to John R. Jergensen, Co. They submitted a bid utilizing two PEP-certified contractors to meet the 10% MBE and 10% SBE project participation goal. The HRC’s contract compliance analysis has verified that John R. Jergensen, Co. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>John R. Jergensen, Co.</td>
<td>$3,878,718.50</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 Paving Co., Inc.</td>
<td>$390,000</td>
<td>10.05% SBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co., Inc.</td>
<td>$390,000</td>
<td>10.05% MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION | 10.05% MBE | 10.05% SBE |

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.

DGB
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2022 Residential Asphalt Resurfacing I (10\% SBE
\& 10\% MBE Participation Goal)

Bidder
John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502
ADDENDUM NO. 2
January 24, 2022
2022 RESIDENTIAL ASPHALT RESURFACING
(10% SBE & 10% MBE 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

The following line items have changed:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>304,850</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>30,485</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2&quot;)</td>
<td>Tons</td>
<td>33,875</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>304,850</td>
</tr>
<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>11</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector</td>
<td>Each</td>
<td>4</td>
</tr>
</tbody>
</table>

January 24, 2022
Joseph Weinel
Chief Engineer, Public Works
Page 1
632 Loop Detector Tie-In
644 Crosswalk Line 8"
644 Stop Line

Each 4
L.F. 1,020
L.F. 40

Alternate No. 2
SPL Asphalt Rejuvenating Agent
Alternate No. 3
ODOT 826 Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C
Tons 33,875

ITEM NO. 7

Q: As per Typical 1.04 Traffic Control, Section D, the Road Work Signs are designated as W20-1-48. 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 Weinl
Chief Engineer, Public Works
Page 2
<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>304.850</td>
<td>$1.35</td>
<td>$411,547.50</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>30,485</td>
<td>$1.00</td>
<td>$30,485.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2&quot;)</td>
<td>Tons</td>
<td>33,875</td>
<td>$94.00</td>
<td>$3,184,250.00</td>
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<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>304.850</td>
<td>$0.41</td>
<td>$124,988.50</td>
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<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>11</td>
<td>$3,500.00</td>
<td>$38,500.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Bump</td>
<td>Each</td>
<td>2</td>
<td>$1,800.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector</td>
<td>Each</td>
<td>4</td>
<td>$1,305.00</td>
<td>$5,220.00</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector Tie-In</td>
<td>Each</td>
<td>4</td>
<td>$100.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>644</td>
<td>Centerline</td>
<td>L.F.</td>
<td>3,115</td>
<td>$2.20</td>
<td>$6,853.00</td>
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<tr>
<td>644</td>
<td>Channelizing Line, 8&quot;</td>
<td>L.F.</td>
<td>40</td>
<td>$2.00</td>
<td>$80.00</td>
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<tr>
<td>644</td>
<td>Crosswalk Line 8&quot;</td>
<td>L.F.</td>
<td>1,020</td>
<td>$3.30</td>
<td>$3,366.00</td>
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<tr>
<td>644</td>
<td>Stop Line</td>
<td>L.F.</td>
<td>40</td>
<td>$6.00</td>
<td>$240.00</td>
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<tr>
<td>644</td>
<td>Crosswalk Line 24&quot;</td>
<td>L.F.</td>
<td>490</td>
<td>$6.00</td>
<td>$2,940.00</td>
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<tr>
<td>644</td>
<td>Edge Line 4&quot;</td>
<td>L.F.</td>
<td>50</td>
<td>$2.47</td>
<td>$123.50</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>
</tr>
<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>
</tr>
</tbody>
</table>

**Alternate No. 1**

SPL Contingency Allowance ($200,000) Lump 1 $200,000.00 $200,000.00

**Alternate No. 2**

SPL Asphalt Rejuvenating Agent S.Y. 304,850 $1.00 $304,850.00

**Alternate No. 3**

ODOT 826 Asphalt Concrete Surface Course, 442 12.5MM, Type A (448), Fiber Type C Tons 33,875 $10.00 $338,750.00

**Base Bid Total:** $3,878,718.50
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

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

John R. Jurgensen Co.
Ohio

Sean Poynter, General Manager

Home Office Address

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

Telephone 937 882 6233 Fax 937 882 6957

E-mail Luke. Trubee@jjrnet.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
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

John R. Jurgensen Company
Bidder

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

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

201 E Fourth Street, Suite 625, 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 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. 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.

Dawn M. Chloros, 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. 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 Dawn M. Chloros 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. ADIELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 233689
Commission Expires July 19, 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, 2016; 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”),

(i) 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.

(ii) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitments 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.

(iii) 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, written Commitments of the Company as may be specified in such written appointment, which specification may be by general title or class of Written Commitments or by specification of one or more particular Written Commitments.

(iv) 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 seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general title or class of Written Commitments or by specification of one or more particular Written Commitments.

(v) 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.*

I, Dawn 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 seals of said Companies at Whitehouse Station, NJ, this 20th day of January, 2022.

Dawn M. Chloros, 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) 903-3556  e-mail: surety@chub.com

Combined: FED-VIG-PH-WFIC-AAC (rev. 11-19)
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
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></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments:</td>
<td></td>
</tr>
<tr>
<td>United States Government, State and Municipal Bonds</td>
<td>$ (247,647)</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>4,277,332</td>
</tr>
<tr>
<td>Stocks</td>
<td>5,465,272</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>1,207,053</td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENTS</strong></td>
<td><strong>11,259,842</strong></td>
</tr>
<tr>
<td>Investments in Affiliate:</td>
<td></td>
</tr>
<tr>
<td>Great Northern Ins. Co.</td>
<td>404,889</td>
</tr>
<tr>
<td>Vigilant Ins. Co.</td>
<td>349,415</td>
</tr>
<tr>
<td>Chubb Indemnity Ins. Co.</td>
<td>162,181</td>
</tr>
<tr>
<td>Chubb National Ins. Co.</td>
<td>186,169</td>
</tr>
<tr>
<td>Other Affiliates</td>
<td>98,828</td>
</tr>
<tr>
<td>Premiums Receivable</td>
<td>1,634,409</td>
</tr>
<tr>
<td>Other Assets</td>
<td>2,410,691</td>
</tr>
<tr>
<td><strong>TOTAL ADMITTED ASSETS</strong></td>
<td><strong>16,527,052</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
<th></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>1,421,176</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>2,146,776</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>281,279</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>551,041</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>12,202,880</strong></td>
</tr>
<tr>
<td>Capital Stock</td>
<td>20,080</td>
</tr>
<tr>
<td>Paid-in Surplus</td>
<td>2,711,474</td>
</tr>
<tr>
<td>Unassigned Funds</td>
<td>1,691,718</td>
</tr>
<tr>
<td><strong>SURPLUS TO POLICYHOLDERS</strong></td>
<td><strong>4,324,172</strong></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND SURPLUS</strong></td>
<td><strong>$16,527,052</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 $607,794,700 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.

Under oath before me this 4th day of April, 2021.

[Signature]
Senior Vice President

Notary Public

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public, Philadelphia County
My commission expires August 8, 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, _________________ Sean Poynter _________________ 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: General Manager

Date: 1/27/2022
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 & 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 Airmark Company LLC
- Pavement Technologies 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.

W.C. Jones

Ebony Construction

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 a/an (select one):

   [ ] Individual, partnership, or other unincorporated business association (including without
   limitation, a professional association organized under Ohio Revised Code Chapter
   1785), estate, or trust.
   [X] Corporation organized and existing under the laws of the State of Ohio.
   [ ] Labor organization.

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

   By: ____________________________
   ____________________________
   Title: General Manager

Brenda E. Hannah

My Commission Expires April 4, 2023
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

TITLE

[Brenda Hannah]
ADDENDUM NO. 1
January 18, 2022
2022 RESIDENTIAL I ASPHALT RESURFACING
(10% SBE & 10% MBE 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 Bid Closing Date has been changed to January 27, 2022

January 18, 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>Speed Rump</th>
<th>Detector Loop</th>
<th>Center Line, 8&quot;</th>
<th>Channelizing Line, 8&quot;</th>
<th>Crosswalk Line, 8&quot;</th>
<th>Stop Line</th>
<th>Crosswalk Line, 24&quot;</th>
<th>Edge Line, 4&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deweese</td>
<td>DEWEES PKY</td>
<td>E SIBBENTHALER AVE</td>
<td>RIDGE AVE</td>
<td>11</td>
<td>2</td>
<td>4</td>
<td>3,115</td>
<td>1,050</td>
<td>80</td>
<td>70</td>
<td>50</td>
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</tr>
<tr>
<td>Linden Heights</td>
<td>HODAPP AVE</td>
<td>LINDEN AVE</td>
<td>ST CHARLES AVE</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Linden Heights</td>
<td>ST CHARLES AVE</td>
<td>CREIGHTON AVE</td>
<td>LINDEN AVE</td>
<td></td>
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<tr>
<td>McCook Field</td>
<td>CHAPEL ST</td>
<td>N KEOWEE ST</td>
<td>TROY ST</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Old North Dayton</td>
<td>DOOGSON CT</td>
<td>RITA ST</td>
<td>BRANDT ST</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Old North Dayton</td>
<td>LEONHARD ST</td>
<td>RR TRACKS</td>
<td>RITA ST</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Old North Dayton</td>
<td>STANVIEW AVE</td>
<td>WEST TERMINUS</td>
<td>VALLEY ST</td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Old North Dayton</td>
<td>STEGMAN AVE</td>
<td>RITCHIE ST</td>
<td>BRANDT ST</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Oregon</td>
<td>JONES ST</td>
<td>WEST TERMINUS</td>
<td>WAYNE AVE</td>
<td>1</td>
<td>65</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Pheasant Hill</td>
<td>FOUNTAIN-HEAD DR</td>
<td>BELLEFONTAINE RD</td>
<td>SOUTH TERMINUS</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Pheasant Hill</td>
<td>MORRELL DR</td>
<td>GREELEY AVE</td>
<td>GANDER RD E</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walnut Hills</td>
<td>ILLINOIS AVE</td>
<td>WYOMING ST</td>
<td>WAYNE AVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walnut Hills</td>
<td>TOP TOP AVE</td>
<td>ALLEY S of WYOMING ST</td>
<td>CLARENCE ST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wright View</td>
<td>N GARLAND AVE</td>
<td>RADIO RD</td>
<td>WOODLEY RD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
TYPICAL PAVEMENT REPAIR

1. DOT ITEM 44P Asphalt Concrete Surface Course, 12.5MM, Type A (440) (2"

2. DOT ITEM 301 ASPHALT CONCRETE BASE (6"

3. COMPACTED BASE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Residential Asphalt Resurfacing I DAYTON, OH

NAME

During the performance of this contract:

John R. Jurgensen Co.
CONTRACTOR

1780 Eno Rd.
ADDRESS

Springfield, OH 45502

937 882 6233 / 937 882 6957
TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</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]

(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 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Eon Rd.
City: Springfield  State: OH  ZIP: 45502
Telephone: 937 882 6233  Email: Luke.Trubee@jrgnet.com
Primes Base Bid $3,878,718.50
Name of Project: 2022 Residential Asphalt Resurfacing I

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>
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<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>
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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 Paynter

(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.
**SECTION 1: BIDDER / PROPOSER INFORMATION**

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Eon Rd.
City: Springfield
State: OH
ZIP: 45502
Telephone: 937 882 6233
Email: Luke.Trobey@grjnet.com
Primes Base Bid: $3,878,718.50
Name of Project: 2022 Residential Asphalt Resurfacing

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: WC Jones
PEP-Certified Firm's Tax ID#: 30-0955590
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<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
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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
(Date)
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.
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:

| 10.05% SBE | 10.05% MBE | % WBE | % DLSB |

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

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

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

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

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

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

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

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

Sean Poynter  | John R. Jurgensohn Co.
(Printed Name of Bidder/Offeror's Authorized Agent)  (Title of Bidder/Offeror's Authorized Agent)  (Date)

1/27/2022
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<td>HARVEST MEADOWS DR</td>
<td>AUTUMN MEADOWS DR</td>
<td>WELLINGTON PL</td>
<td>3,942</td>
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<td>HERITAGE PARK BLVD</td>
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<td>LOVELL CT</td>
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<td>GANDER RD E</td>
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<td>WATERVIEW WAY</td>
<td>NORTH TERMINUS</td>
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<td>SOUTH_PARK</td>
<td>MORTON AVE</td>
<td>BROWN ST</td>
<td>HICKORY ST</td>
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<td>WALNUT HILLS</td>
<td>ILLINOIS AVE</td>
<td>WYOMING ST</td>
<td>WAYNE AVE</td>
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<td>WALNUT HILLS</td>
<td>TIP TOP AVE</td>
<td>ALLEY S OF WYOMING ST</td>
<td>CLARENCE ST</td>
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<td>BRIARWOOD AVE</td>
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<td>RADIO RD</td>
<td>777</td>
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<td>WRIGHT VIEW</td>
<td>N CHERRYWOOD AVE</td>
<td>NORTH TERMINUS</td>
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<td>RADIO RD</td>
<td>WOODLEY RD</td>
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<td>RADIO RD</td>
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<td>EAST CORP</td>
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<td>SHERIDAN AVE</td>
<td>S HEDGES ST</td>
<td>S GARLAND AVE</td>
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</table>
City Manager’s Report

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name L J DeWeese Company Inc
Address 3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Date April 13, 2022
Expense Type Award of Contract
Total Amount $352,214.30 thru 8/1/24

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
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<tr>
<td>General Capital</td>
<td>41723-6450-1424-54</td>
<td>$ 255,914.30</td>
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<tr>
<td>General Capital /GO Debt</td>
<td>49224-6450-1424-54</td>
<td>$   96,300.00</td>
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</table>

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

Description

HOME AVENUE BIKEWAY
(6% DBE PARTICIPATION GOAL / 13.15% DBE PARTICIPATION ACHIEVED)
(FEDERAL TA FUNDS)

The Department of Public Works requests approval to award a contract with L.J. DeWeese Company, Inc. The project consists of new construction of bike lanes and bump outs on Broadway Street and Home Avenue.

Four bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, L.J. DeWeese Company, Inc., in the amount of $352,214.30. This amount includes the base bid in the amount of $301,916.30, Alternate No. 1, Curb Ramps at College Street and Home Avenue, in the amount of $2,632.00, Alternate No. 2, Mill and Fill Broadway Street and Home Avenue, and Paul Laurence Dunbar Street and Home Avenue, in the amount of $28,150.00, and Alternate No. 3, Curb Ramps at Home Avenue and James H. McGee Boulevard, in the amount of $19,516.00. The estimated cost for the project was $350,000.00. Project completion is scheduled for August 1, 2022.

This project is being funded using Federal Transportation Alternative Funds ($255,914.30) and General Obligation Debt ($96,300.00).

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

Joseph Weinel

Division
Frederick M. Stovall
Department
City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

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

08/01/24

Original Commission Approval

$ 352,214.30

Initial Encumbrance

$ 352,214.30

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: $ 255,914.30

Fund Code 41723 - 6450 - 1424 - 54 -

- -

Fund
Org Acct Prog Act Loc

Amount: $ 96,300.00

Fund Code 49224 - 6450 - 1424 - 54 -

- -

Fund
Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: L J DeWeese Company Inc

Vendor Address: 3616 Tipp-Cowlesville Road Tipp City Ohio 45371

Street City State Zip code + 4

Federal ID: 31-0602186

Commodity Code: 91831

Purpose: Award of Contract for Home Avenue Bikeway

Contact Person: Joe Weinel

Public Works/Civil Engineering Department/Division 3/23/2022 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] 4/1/22 Date

CF Prepared by: [Signature] 4/1/22 Date

CT22-3209 CF/CT Number

Finance Department

October 18, 2011
**Dayton, Ohio**

Department of Public Works

Bid Tabulation For: Home Avenue Bikeway

(6% DBE Participation Goal) (Federal TA Funds)

---

Bid Opening Date: Cost Estimate: Estimated Time Of Completion:

February 3, 2022 $350,000.00 August 1, 2022

<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>
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<tbody>
<tr>
<td><em>L.J. DeWeese Co., Inc.</em></td>
<td>$301,916.30</td>
<td>-0-</td>
<td>$301,916.30</td>
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<tr>
<td>Belgray, Inc.</td>
<td>$319,232.00</td>
<td>-0-</td>
<td>$319,232.00</td>
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<tr>
<td>Double Jay Construction, Inc.</td>
<td>$320,889.70</td>
<td>-0-</td>
<td>$320,889.70</td>
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<tr>
<td>Performance Site Development, LLC</td>
<td>$330,961.65</td>
<td>-0-</td>
<td>$330,961.65</td>
</tr>
</tbody>
</table>

---

*Awarded
Revised 9/14/98
Hello,

The DBE Plan for the subject project is acceptable as follows:

The firm **L J DeWeese Co Inc** as the Prime Contractor in the Bid Amount of **$352,214.30 x 6% = $21,132.86**

**First Star Safety, LLC** will be Performing the following work: **Highway Signing, Traffic Stripes** in the amount of **$46,343.16**.

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

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


Thank you,

*Tia Williams-Hayes*
*Goal Attainment Coordinator*
*Office of Business & Economic Opportunity*
*Division of Opportunity, Diversity, & Inclusion*
*1980 W. Broad Street ( Mail Stop #3270 )*
*Columbus, Ohio 43223*
*614-387-7360*
*transportation.ohio.gov*
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Home Ave. Bikeway


Bidder
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit/Quantity</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Tree Removed 18&quot; to 30&quot;</td>
<td>Each</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>201</td>
<td>Clearing and Grubbing, As Per Plan</td>
<td>LUMP</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>500</td>
<td>$5.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>202</td>
<td>Pavement Removed</td>
<td>S.Y.</td>
<td>100</td>
<td>$27.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Ramp Removed</td>
<td>S.F.</td>
<td>4.585</td>
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<td>Excavation Not Including Embankment</td>
<td>CY</td>
<td>110</td>
<td>$25.00</td>
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</tr>
<tr>
<td>202</td>
<td>Wood Pole Removed</td>
<td>Each</td>
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<td>$850.00</td>
<td>$850.00</td>
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<tr>
<td>203</td>
<td>Embankment</td>
<td>CY</td>
<td>50</td>
<td>$60.00</td>
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<td>207</td>
<td>Curb Inlet Protection</td>
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<td>10</td>
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<tr>
<td>ODOT 302</td>
<td>6&quot; Base Asphalt Concrete</td>
<td>CY’</td>
<td>20</td>
<td>$250.00</td>
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<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>CY</td>
<td>110</td>
<td>$60.00</td>
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<td>407</td>
<td>Tack Coat</td>
<td>GAL</td>
<td>9</td>
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<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5 mm, Type A (448), PG 70-22M (1.5&quot;)</td>
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<td>$2,500.00</td>
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<td>608</td>
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<td>Maintaining Traffic</td>
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<td>$26,920.00</td>
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<td>Construction Layout &amp; Staking</td>
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<td>Pullbox, 18&quot;</td>
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<td>Ground Rod</td>
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<td>Sign, Flat Sheet, As Per Plan</td>
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<td>Sign &amp; Support Assembly, Pole/Channel Post</td>
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<td>Removal of Ground Mounted sign and post for storage</td>
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<td>Loop Detector Lead-In Cable, 2 Conductor, No. 14 AWG</td>
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<td>Wood Strain Pole, 28.5&quot;</td>
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<td>Item Description</td>
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<td>Unit Price</td>
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<tr>
<td>632</td>
<td>Countdown Pedestrian Signal Head, (LED), Type D2, Module Only, Furnish Only</td>
<td>EACH</td>
<td>16</td>
<td>$270.00</td>
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<td>Countdown Pedestrian Signal Head, (LED), Type D2, (JHM &amp; HOME)</td>
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<td>Detector Loop</td>
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<td>$7,800.00</td>
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<td>Detector Loop Tie-In</td>
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<td>Crosswalk, 6''</td>
<td>L.F.</td>
<td>1,678</td>
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<td>ODOT 647</td>
<td>Railroad Symbol, As Per Plan</td>
<td>Each</td>
<td>4</td>
<td>$1,425.00</td>
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<td>ODOT 647</td>
<td>Bike Lane Symbol with Arrow, 6'</td>
<td>Each</td>
<td>39</td>
<td>$380.00</td>
<td>$14,820.00</td>
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<td>ODOT 647</td>
<td>Shared Lane Marking, 6’</td>
<td>Each</td>
<td>20</td>
<td>$325.00</td>
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<td>80</td>
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<td>659</td>
<td>Hydroseeding</td>
<td>S.Y.</td>
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<td>Excavation and Backfill for 12&quot; pipe</td>
<td>Each</td>
<td>42</td>
<td>$45.00</td>
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<td>Reinforced Concrete Pipe 12&quot; Storm</td>
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<td>42</td>
<td>$25.00</td>
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<td>830</td>
<td>Storm Manhole, City of Dayton Type A</td>
<td>Each</td>
<td>3</td>
<td>$4,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>831</td>
<td>Catch Basin, ODOT Type 3</td>
<td>Each</td>
<td>4</td>
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<td>SPL</td>
<td>Contingency - $35,000</td>
<td>LUMP</td>
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<td>Alternate No. 1: Curb Ramps at College St. &amp; Home Ave.</td>
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<td></td>
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<td>188</td>
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<td>608</td>
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<td>188</td>
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<td>$1,880.00</td>
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<td>Alternate No. 2 Mill and Fill Broadway &amp; Home and Dunbar &amp; Home</td>
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<td></td>
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<td>$28,150.00</td>
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<td>Grind Existing Pavement, 2&quot;</td>
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<td>900</td>
<td>$13.50</td>
<td>$12,150.00</td>
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<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448), PG70-220M (2&quot;)</td>
<td>Tons</td>
<td>100</td>
<td>$160.00</td>
<td>$16,000.00</td>
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<td>Alternate No. 3 Curb Ramps at Home Avenue &amp; JHM Blvd</td>
<td></td>
<td></td>
<td></td>
<td>$19,516.00</td>
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<td>202</td>
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<td>S.F.</td>
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<td>$5,576.00</td>
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<td>608</td>
<td>Curb Ramps</td>
<td>S.F.</td>
<td>1,394</td>
<td>$10.00</td>
<td>$13,940.00</td>
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<td>Alternate No. 4 JHM Blvd &amp; Home Ave Pedestrian Signal Improvements</td>
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<td>$8,110.00</td>
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<tr>
<td>202</td>
<td>Pedestal Removed</td>
<td>EACH</td>
<td>6</td>
<td>$110.00</td>
<td>$660.00</td>
</tr>
</tbody>
</table>
### MOT - Home Avenue Bikeway (#8056202)

**Owner:** City of Dayton Ohio  
**Solicitor:** Dayton OH, City of  
**02/03/2022 12:00 PM EST**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>625</td>
<td>Trench</td>
<td>L.F.</td>
<td>10</td>
<td>$15.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>625</td>
<td>1-3” PVC Conduit, Concrete Encased</td>
<td>L.F.</td>
<td>10</td>
<td>$110.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>632</td>
<td>Pedestal Foundation</td>
<td>EACH</td>
<td>3</td>
<td>$1,050.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>632</td>
<td>Pedestal, 8 feet</td>
<td>EACH</td>
<td>3</td>
<td>$650.00</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>632</td>
<td>Pedestrian Pushbutton</td>
<td>EACH</td>
<td>4</td>
<td>$275.00</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $301,916.30
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
Kristen Dilbone, President
Jeremy Hench, Vice-President

Home Office Address
3616 Tipp-Cowlesville Rd., Tipp City, Ohio 45371

Local Address
Same

Telephone (937) 440-1736 Fax (937) 440-0745

E-mail krdilbone@cyildiv.com

Federal I.D.# 31-0602186

Dated this 3rd day of February, 2022

Bidder: L.J. DeWeese Co., Inc.
(Person, Firm, or Corporation)

By: Kristen Dilbone
Title: President
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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)
Fidelity
Other Liability
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $2,094,493,130, liabilities in the amount of $554,517,555, and surplus of at least $1,539,975,575.

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
WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$1,912,532,179</td>
</tr>
<tr>
<td>Stocks</td>
<td>25,319,501</td>
</tr>
<tr>
<td>Cash, cash equivalents, and short-term investments</td>
<td>40,409,249</td>
</tr>
<tr>
<td>Receivables for securities</td>
<td>-</td>
</tr>
<tr>
<td>Investment income due and accrued</td>
<td>17,596,947</td>
</tr>
<tr>
<td>Premiums and considerations</td>
<td>66,346,899</td>
</tr>
<tr>
<td>Amounts recoverable from reinsurers</td>
<td>3,171,900</td>
</tr>
<tr>
<td>Current federal and foreign income tax recoverable and interest thereon</td>
<td>2,464,571</td>
</tr>
<tr>
<td>Net deferred tax asset</td>
<td>14,052,177</td>
</tr>
<tr>
<td>Receivable from parent, subsidiaries, and affiliates</td>
<td>12,599,707</td>
</tr>
<tr>
<td>Other assets</td>
<td>-</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$2,094,493,130</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND SURPLUS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses</td>
<td>$215,792,050</td>
</tr>
<tr>
<td>Loss adjustment expense</td>
<td>51,323,326</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar charges</td>
<td>10,245,562</td>
</tr>
<tr>
<td>Other expenses (excluding taxes, license and fees)</td>
<td>-</td>
</tr>
<tr>
<td>Taxes, License and fees (excluding federal and foreign income taxes)</td>
<td>3,169,742</td>
</tr>
<tr>
<td>Federal and foreign income taxes payable</td>
<td>-</td>
</tr>
<tr>
<td>Unearned premiums</td>
<td>256,859,522</td>
</tr>
<tr>
<td>Advance premiums</td>
<td>5,954,577</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable (net of ceding commissions)</td>
<td>977,849</td>
</tr>
<tr>
<td>Amounts withheld or retained by company for account of other</td>
<td>9,740,338</td>
</tr>
<tr>
<td>Provision for reinsurance</td>
<td>420,825</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>2,297</td>
</tr>
<tr>
<td>Payable on security transactions</td>
<td>-</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>31,467</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$554,517,555</td>
</tr>
</tbody>
</table>

Surplus Account:

<table>
<thead>
<tr>
<th>Surplus Account</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>280,071,837</td>
</tr>
<tr>
<td>Unassigned funds</td>
<td>1,255,903,739</td>
</tr>
<tr>
<td>Surplus as regards policyholders</td>
<td></td>
</tr>
<tr>
<td>Total Liabilities and Capital</td>
<td>$1,539,975,575</td>
</tr>
<tr>
<td>Total Liabilities and Capital</td>
<td>$2,094,493,130</td>
</tr>
</tbody>
</table>

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By [Signature] Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to this 29th day of April 2021
My commission expires:

By [Signature] Yolanda Jimenez
Notary Public
Bond Number: SOH22364287

Contractor Information
Principal: L J DeWeese Co. Inc
Address: 3616 Tipp-Cowlesville Rd Tipp City Ohio 45371 United States

Owner/Obligee Information
Bond Form: Bid Bond in accordance with Contract Specifications
Owner/Obligee: City of Dayton
Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information
Surety: Western Surety Company
Bid Date: 2/3/2022
Estimated Contract Price: 650000
Time For Completion: 08/01/2022
Liquidated Damages: 
Estimated Work On Hand:
Amount of Bid Security: 650000
Contract # or IFB #: 8056202
Description of Job: Home Avenue Bikeway
Job Breakdown:

Electronic Bidding Information
Bid Security Percentage: 10
Bid Security Maximum: 650000
Owner Assigned Contractor Number: 6596932

Primary Agency:
Arnold Insurance Agency Inc
Power of Attorney Limited to: unlimited
Executed
Entered By: Mark Arnold - 2/2/2022 12:17:56 PM ET
Approved & Executed By:
Mark Arnold
Mark Arnold (Signed: 02-Feb-2022 12:20 PM EST (UTC-05:00))
Signature Information

Know all men by these presents that Western Surety Company, a Corporation duly organized under the laws of the State of South Dakota, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

© S2000, Inc.
BID BOND

Amount $ ____________________________

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of ____________________________ 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.

________________________________________________________________________

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 _____ day of __________________, 20____ .

________________________________________________________________________

Bidder

________________________________________________________________________

Surety

________________________________________________________________________

Name of Insurance Agency

________________________________________________________________________

Address of Insurance Agency

Telephone ____________ FAX ____________
6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he has ☑, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ☑, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must select the appropriate “has or has not” above.**
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, ____________________________, President

_______________________________ hereby certify that

(print name – an Officer of the company)

L.J. DeWeese Co., Inc.

_______________________________ meets the following Contractor requirements

(company)

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

By: ____________________________

(signature)

Title: President

Date: 2/3/22
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

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

401(k)- Retirement

SRA- Medical

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

N/A

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

First Star Safety, Inc.
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Kristen Dilbone, President being duly sworn, deposes and states as follows:

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

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

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

   By: [Signature]

   Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID

STATE OF OH
COUNTY OF Miami

Kristen Dilbone, being first duly sworn deposes and states that:

(1) He/she is President of L.J. DeWeese Co., Inc. that

(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.

Y:\ upset Dilbone, President
SIGNED
President
TITLE
Contractor Qualifications

Project: Home Ave. Bikeway

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

Contractor is prequalified with Ohio Department of Transportation to perform work? Yes ☑ No ☐

Prime contractor will perform 35 percent of base bid. Prime contractor is required to perform no less than 30 percent of the total contract price.

Date: 02/03/2022
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Home Ave. Bikeway
NAME

Home Ave., Dayton
LOCATION

During the performance of this contract:
L.J. DeWeese Co., Inc.
CONTRACTOR
3616 Tipp-Coutesville Rd., Tipp City, Oh 45371
ADDRESS

937-440-1736/937-440-0745
TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Goals of Minority Worker</th>
<th>Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker</th>
<th>Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/1/80 to Present</td>
<td>6.9%</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the 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**

L.J. DeWeese Co., Inc. __________________________ (Contractor) certifies that:

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

<table>
<thead>
<tr>
<th>Laborer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
</tr>
<tr>
<td>Operator</td>
</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 of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Home Avenue Bikeway

County of Montgomery, OH, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA

Date Created: 3/23/2022
Created By: watergis

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

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name Outdoor Enterprise, LLC
Address 3665 W. State Route 571
Troy, Ohio 45373

Date April 13, 2022
Expense Type Award of Contract
Total Amount $5,546,713.75 thru 6/1/25

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Capital</td>
<td>41487-6450-1424-54</td>
<td>$ 5,268,600.00</td>
</tr>
<tr>
<td>General Capital</td>
<td>41482-6450-1424-54</td>
<td>$ 210,313.75</td>
</tr>
<tr>
<td>General Capital / GO Debt</td>
<td>49222-6450-1424-54</td>
<td>$ 67,600.00</td>
</tr>
</tbody>
</table>

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

Description

SALEM AVENUE RECONSTRUCTION – PHASE 2
(8% DBE PARTICIPATION GOAL / 9.28% DBE PARTICIPATION ACHIEVED)
(FEDERAL STP FUNDS) (STATE ISSUE I FUNDS)

The Department of Public Works requests approval to award a contract with Outdoor Enterprise, LLC. The project consists of the reconstruction of Salem Avenue from North Avenue to West Riverview Avenue with a cycle track installed from Grand Avenue to West Riverview Avenue.

Five bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, Outdoor Enterprise, LLC, in the amount of $5,546,713.75. This amount includes the base bid in the amount of $5,426,965.25, Alternate No. 1, Asphalt Rejuvenating Agent, in the amount of $26,454.00, Alternate No. 2, Geogrid, in the amount of $46,294.50, and Alternate No. 3, Colored and Stamped Concrete Walk in Center Median, in the amount of $47,000.00. The estimated cost for the project was $5,600,000.00. Project completion is scheduled for June 1, 2023.

This project is being funded using Federal Surface Transportation Program Funds ($3,951,600.00), Federal Transportation Alternative Funds ($210,313.75), State Issue I Funds ($1,306,662.40), General Obligation Debt ($67,600.00), and General Capital Funds ($10,537.60).

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

Signatures/Approval
Approved by City Commission

Clerk
Date

FORM NO. MS-16
Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Start Date**
- Upon Execution

**Expiration Date**
- 06/01/25

**Original Commission Approval**
- $5,546,713.75

**Initial Encumbrance**
- $5,546,713.75

**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>$5,268,800.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>41487 - 6450 - 1424 - 54 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$210,313.75</th>
</tr>
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<td>41482 - 6450 - 1424 - 54 -</td>
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<td>Fund</td>
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<th>$67,600.00</th>
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<td>49222 - 6450 - 1424 - 54 -</td>
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<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

**Vendor Name:** Outdoor Enterprise, LLC

**Vendor Address:**
- 3665 W. State Route 571
- Troy, OH 45373
- Street
- City
- State
- Zip code + 4

**Federal ID:** 31-1690847

**Commodity Code:** 96896

**Purpose:** Award of Contract for Salem Avenue Reconstruction - Phase 2

**Contact Person:** Joe Weinl

**Public Works/Civil Engineering Department/Division:**

**Date:** 3/23/2022

**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:** 4/1/22

**CF Prepared by:**

**Date:** 4/1/22

**CF/CT Number:** CT22-3290Y

**SA 03/31/2022**
**Dayton, Ohio**  
Department of Public Works  
Bid Tabulation For: Salem Avenue Reconstruction – Phase 2  
(8% DBE Participation Goal) (Federal STP Funds)  
(State Issue I Funds)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
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<tbody>
<tr>
<td>March 10, 2022</td>
<td>$5,600,000.00</td>
<td>June 1, 2023</td>
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<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>
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<tbody>
<tr>
<td>*Outdoor Enterprise, LLC</td>
<td>$5,426,965.25</td>
<td>-0-</td>
<td>$5,426,965.25</td>
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<tr>
<td>Brumbaugh Construction, Inc.</td>
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<td>R.B. Jergens Contractors</td>
<td>$5,603,408.24</td>
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<td>Milcon Concrete, Inc.</td>
<td>$5,623,505.00</td>
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<td>$5,623,505.00</td>
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<tr>
<td>Double Jay Construction, Inc.</td>
<td>$5,679,348.00</td>
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<td>$5,679,348.00</td>
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</tbody>
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*Awarded*

Revised 9/14/98
Hello,

The DBE Plan for the subject project is acceptable as follows:

The firm Outdoor Enterprise LLC as the Prime Contractor in the Bid Amount of $5,546,713.75 x 8% = $443,737.10

Security Fence Group, Inc. will be Performing the following work: Install PVC Conduit, Pull Box, Ground Rods, Poles And Foundations, Lights, Detector Loops, Signal Heads, Signal Cables, Junction Boxes, Fiber Optic Cable in the amount of $515,000.00.

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

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

Thank you,

Tia Williams-Hayes  
Goal Attainment Coordinator  
Office of Business & Economic Opportunity  
Division of Opportunity, Diversity, & Inclusion  
1980 W. Broad Street (Mail Stop #3270)  
Columbus, Ohio 43223  
614-387-7360  
transportation.ohio.gov
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Salem Avenue Reconstruction Phase 2

Bidder

Outdoor Enterprise, LLC
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>Lump Sum</td>
<td>1</td>
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<td>$60,000.00</td>
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<td>201</td>
<td>Tree Removed, 6&quot;-18&quot;</td>
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<td>14</td>
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<td>$7,000.00</td>
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<td>Tree Removed, 18&quot;-30</td>
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<td>201</td>
<td>Stump Removed, 6&quot;-18&quot;</td>
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<td>201</td>
<td>Stump Removed, 18&quot;-30</td>
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<td>$200.00</td>
<td>$600.00</td>
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<td>202</td>
<td>Grinding Existing Pavement (1.5&quot;+/-)</td>
<td>S.Y.</td>
<td>3,225</td>
<td>$9.00</td>
<td>$29,025.00</td>
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<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>5,165</td>
<td>$4.25</td>
<td>$21,951.25</td>
</tr>
<tr>
<td>202</td>
<td>Catch Basin Removed</td>
<td>Each</td>
<td>27</td>
<td>$500.00</td>
<td>$13,500.00</td>
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<tr>
<td>202</td>
<td>Manhole Removed</td>
<td>Each</td>
<td>2</td>
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<tr>
<td>202</td>
<td>Pipe Removed</td>
<td>L.F.</td>
<td>266</td>
<td>$10.00</td>
<td>$2,660.00</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>60,000</td>
<td>$1.00</td>
<td>$60,000.00</td>
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<tr>
<td>202</td>
<td>Pavement Removed (Asphalt on Concrete)</td>
<td>S.Y.</td>
<td>22,615</td>
<td>$7.00</td>
<td>$158,305.00</td>
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<tr>
<td>202</td>
<td>Concrete Driveway Removed</td>
<td>S.F.</td>
<td>6,885</td>
<td>$1.60</td>
<td>$11,016.00</td>
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<tr>
<td>202</td>
<td>Concrete Island Removed</td>
<td>S.F.</td>
<td>3,255</td>
<td>$1.00</td>
<td>$3,255.00</td>
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<td>202</td>
<td>Stone Wall Removed</td>
<td>L.F.</td>
<td>305</td>
<td>$12.00</td>
<td>$3,660.00</td>
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<td>Concrete Wall Removed</td>
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<tr>
<td>202</td>
<td>Bus Shelter Removed</td>
<td>Each</td>
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<td>202</td>
<td>Excavation Not Including Embankment Construction</td>
<td>C.Y.</td>
<td>1,435</td>
<td>$16.00</td>
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<tr>
<td>203</td>
<td>Embankment</td>
<td>C.Y.</td>
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<td>203</td>
<td>Undercut Excavation</td>
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<td>203</td>
<td>Backfill with #2 Stone</td>
<td>Ton</td>
<td>675</td>
<td>$30.00</td>
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<td>203</td>
<td>Proof Rolling</td>
<td>Hours</td>
<td>2</td>
<td>$130.00</td>
<td>$260.00</td>
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<td>ODOT 302</td>
<td>Bituminous Aggregate Base (5&quot;)</td>
<td>C.Y.</td>
<td>2,490</td>
<td>$176.00</td>
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<td>304</td>
<td>Aggregate Base (6&quot;)</td>
<td>C.Y.</td>
<td>3,275</td>
<td>$58.00</td>
<td>$189,950.00</td>
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<td>407</td>
<td>Non Tracking Tack Coat</td>
<td>Gal</td>
<td>2,115</td>
<td>$4.00</td>
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<tr>
<td>442</td>
<td>Asphalt Concrete Surface Course, 12.5 mm, Type A (448), PG 70-22M (1.5&quot;)</td>
<td>Ton</td>
<td>1,765</td>
<td>$141.00</td>
<td>$248,865.00</td>
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## Salem Avenue Reconstruction - Phase 2 (#8122188)

**Owner:** Dayton OH, City of  
**Solicitor:** Dayton OH, City of  
**Date:** 03/10/2022 12:00 PM EST

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UnitM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>Asphalt Concrete Intermediate Course, 19 mm, Type A (448), PG 64-28 (1.75&quot;)</td>
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<td>1,740</td>
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<td>50</td>
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<td>452</td>
<td>Plain Concrete Pavement (8.25&quot;)</td>
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<td>1,080</td>
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<td>Concrete Driveways (MS, 7&quot;)</td>
<td>S.F.</td>
<td>3,010</td>
<td>$7.65</td>
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<td>608</td>
<td>Concrete Walk</td>
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<td>45,000</td>
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<td>$50,000.00</td>
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<td>Concrete Steps with Rail</td>
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<td>39</td>
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<td>Maintaining Traffic</td>
<td>Lump Sum</td>
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<td>623</td>
<td>Construction Layout Stakes</td>
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<tr>
<td>625</td>
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<td>L.F.</td>
<td>1,575</td>
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<tr>
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<td>2-3&quot; PVC Conduits Concrete Encased</td>
<td>L.F.</td>
<td>300</td>
<td>$51.00</td>
<td>$15,300.00</td>
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<td>625</td>
<td>3-3&quot; PVC Conduits Concrete Encased</td>
<td>L.F.</td>
<td>275</td>
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<td>4-3&quot; PVC Conduits Concrete Encased</td>
<td>L.F.</td>
<td>2,675</td>
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<tr>
<td>625</td>
<td>1-3&quot; and 3-4&quot; PVC Conduits Concrete Encased</td>
<td>L.F.</td>
<td>325</td>
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<td>2-3&quot; and 3-4&quot; PVC Conduits Concrete Encased</td>
<td>L.F.</td>
<td>2,400</td>
<td>$144.00</td>
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<td>3-3&quot; and 3-4&quot; PVC Conduits Concrete Encased</td>
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<td>175</td>
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<td>Pullbox, 725.08, 18&quot;</td>
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<td>Extension</td>
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<tr>
<td>625</td>
<td>Pull box, Type 725.09, 17&quot;x 30&quot; x 36&quot;, As Per Plan</td>
<td>Each</td>
<td>6</td>
<td>$2,100.00</td>
<td>$12,600.00</td>
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<tr>
<td>625</td>
<td>17&quot; x 30&quot; x 36&quot; Polymer Concrete Pullbox</td>
<td>Each</td>
<td>18</td>
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<tr>
<td>625</td>
<td>24&quot; x 36&quot; x 42&quot; Polymer Concrete Pullbox</td>
<td>Each</td>
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<td>$1,950.00</td>
<td>$25,350.00</td>
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<tr>
<td>625</td>
<td>30&quot; x 48&quot; x 36&quot; Polymer Concrete Pullbox</td>
<td>Each</td>
<td>11</td>
<td>$2,070.00</td>
<td>$22,770.00</td>
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<td>Ground Rod</td>
<td>Each</td>
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<td>$230.00</td>
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<td>625</td>
<td>Luminaire, As Per Plan</td>
<td>Each</td>
<td>31</td>
<td>$2,700.00</td>
<td>$83,700.00</td>
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<td>625</td>
<td>Luminaire Arm, 8'</td>
<td>Each</td>
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<td>$2,100.00</td>
<td>$65,100.00</td>
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<td>Poles, Type IV</td>
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<td>$6,700.00</td>
<td>$20,100.00</td>
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<td>Poles, Type P7</td>
<td>Each</td>
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<td>Cable Connector Kit, Type II (fused)</td>
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<td>Pole Foundation, Type IV</td>
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<td>$8,100.00</td>
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<td>Sign, Double Faced Street Name, As Per Plan</td>
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<td>$33.00</td>
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<td>632</td>
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<tr>
<td>632</td>
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<td>Vehicular Signal Head, (LED), 3-Section, 12&quot; Lens, 1-Way with Backplate, As Per Plan</td>
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<td>$25,000.00</td>
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<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>Vehicular Signal Head, (LED), 5-Section, 12&quot; Lens, 1-Way with Backplate, As Per Plan</td>
<td>Each</td>
<td>1</td>
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<td>$1,560.00</td>
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<td>Pedestrian Signal Head, (LED), Countdown, Type D2</td>
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## Salem Avenue Reconstruction - Phase 2 (#8122188)

**Owner:** Dayton OH, City of  
**Solicitor:** Dayton OH, City of  
**Date:** 03/10/2022 12:00 PM EST

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<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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**Cycle Track Contingency**  
$25,000.00  

**Alternate No. 1**  
- SPL Contingency  
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**Alternate No. 2**  
- ODOT 204 Geogrid  
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**Alternate No. 3**  
- SPL Colored and Stamped Concrete Walk in Center Medians (4")  
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**Alternate No. 4**  
- SPL November 18, 2022 Substantial Completion Date  
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<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>Lump Sum</td>
<td>1</td>
<td>$500,000.00</td>
<td>$500,000.00</td>
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**Alternate No. 5**  
- ODOT 826 Asphalt Concrete Surface Course, 442, 12.5mm, Type A (448), Fiber Type C  
<table>
<thead>
<tr>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ton</td>
<td>1,965</td>
<td>$160.00</td>
<td>$314,400.00</td>
</tr>
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</table>

**Alternate No. 6**  
- 605 Pipe Underdrains  
<table>
<thead>
<tr>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>L.F.</td>
<td>5,760</td>
<td>$12.30</td>
<td>$70,848.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:**  
$5,426,965.25
Bidder is

An Individual
Firm Name

Business Address

Partner Ship
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract
Andrew Lair, President

Home Office Address
3655 W State Rt 571, Troy, OH 45373

Local Address
3655 W State Rt 571, Troy, OH 45371

Telephone 937-857-9400 Fax 937-857-9424

E-mail  andy@outdoor-enterprise.com

Federal I.D. # 31-1690847

Dated this 10 day of March, 2022

Bidder: __________________________
(Person, Firm, or Corporation)

By: Andrew Lair
Title: President
Outdoor Enterprise
3655 W State RT 571, Troy, OH 45373

Telephone (937) 857-9400

Bidder is
An Individual
Firm Name

Business Address

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone Fax

E-mail

Federal I.D.# 31-1690847

Dated this 10 day of March, 2022

Bidder: ________
(Person, Firm, or Corporation)

By: Andrew Lair
Title: President
BID BOND

AMOUNT $________________ Ten Percent of the Total Amount of the Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of $

of the Total Amount of the Bid Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

SALEM AVENUE RECONSTRUCTION—PHASE 2

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, __________ Outdoor Enterprise, LLC, 3655 W. SR-571 Troy, Ohio 45373 ______ named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio this 10th day of March 2022.

______________________________
Bidder

______________________________
Atlantic Specialty Insurance Company

______________________________
Surety

______________________________
Surety Bonds Inc.

______________________________
Name of Insurance Agency

7540 Sawmill Parkway, Suite D, Powell, Ohio 43065

Address of Insurance Agency

Telephone 614 761 2700 FAX 614 761 8730
KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Mark S. Drengler, Christie Howard, Gayle E. McClellan, Adam A. Schlade, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated __________ day of __________, 2020.

[Signature]

Notary Public

This Power of Attorney expires January 31, 2025

Please direct bond verifications to...
Atlantic Specialty Insurance Company
Period Ended 12/31/2020

Dollars displayed in thousands

<table>
<thead>
<tr>
<th>Admitted Assets Investments</th>
<th>Liabilities and Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$1,500,023</td>
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<tr>
<td>Preferred Stocks</td>
<td>775,825</td>
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<tr>
<td>Common Stocks</td>
<td></td>
</tr>
<tr>
<td>Mortgage Loans</td>
<td></td>
</tr>
<tr>
<td>Real Estate</td>
<td></td>
</tr>
<tr>
<td>Contract Loans</td>
<td></td>
</tr>
<tr>
<td>Derivatives</td>
<td></td>
</tr>
<tr>
<td>Cash, Cash Equivalents &amp; Short Term Investments</td>
<td>147,406</td>
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<tr>
<td>Other Investments</td>
<td>23,375</td>
</tr>
<tr>
<td>Total Cash &amp; Investments</td>
<td>2,446,629</td>
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<tr>
<td>Premiums and Considerations Due</td>
<td>276,120</td>
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<tr>
<td>Reinsurance Recoverable</td>
<td>59,375</td>
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<tr>
<td>Receivable from Parent, Subsidiary or Affiliates</td>
<td>29,838</td>
</tr>
<tr>
<td>All Other Admitted Assets</td>
<td>62,330</td>
</tr>
<tr>
<td>Total Admitted Assets</td>
<td>2,873,922</td>
</tr>
</tbody>
</table>

| Loss Reserves               | $878,884                |
| Loss Adjustment Expense Reserves | 272,666                |
| Total Loss & LAE Reserves   | 1,151,550               |
| Unearned Premium Reserve    | 593,461                 |
| Total Reinsurance Liabilities | 13,171                 |
| Commissions, Other Expenses, and Taxes due | 64,583 |
| Derivatives                 |                         |
| Payable to Parent, Subs or Affiliates | -                |
| All Other Liabilities       | 231,842                 |
| Total Liabilities            | 2,050,707               |
| Common Capital Stock        | 9,001                   |
| Preferred Capital Stock     |                         |
| Surplus Notes               |                         |
| Unassigned Surplus          | 81,944                  |
| Other Including Gross Contributed | 722,341               |
| Capital & Surplus           | 823,286                 |
| Total Liabilities and C&S   | 2,873,922               |

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

Kara Barrow
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2nd day of March, 2021.

Kerri Recher
Notary Public

Notary Seal

My Commission Expires January 31, 2025
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

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York 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)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Fidelity
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice

Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $2,873,992,318, liabilities in the amount of $2,050,706,556, and surplus of at least $823,285,762.

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)
6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he has , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must select the appropriate “has or has not” above.*
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, Andrew Lair

(print name – an Officer of the company)

hereby certify that

Outdoor Enterprise, LLC

(company)

meets the following Contractor requirements relating to this City of Dayton construction project.

Check All That Apply:

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

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

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

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

By: ____________________________

(signature)

Title: President

Date: 03/10/2022
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

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

Health Insurance

Retirement Package

Uniforms

Paid Vacation

Paid Holidays

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.


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

Aeromark

A-1 Tree Care

Security Fence

Oglesby Construction

Barrett Paving
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Andrew Lair being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Outdoor Enterprise, LLC ("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: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID

STATE OF OH
COUNTY OF Miami

Andrew Lair, being first duly sworn deposes and states that:

(1) He/she is President of Outdoor Enterprise, LLC that

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

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

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

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

Signed
President
TITLE
Contractor Qualifications

Salem Avenue Reconstruction Phase 2

Project: __________________________________________

Contractor: _______________________________________

Outdoor Enterprise, LLC

Contractor is prequalified with Ohio Department of Transportation to perform
work?  Yes  ☑  No  ☐

Prime contractor will perform 30% percent of base bid.
Prime contractor is required to perform no less than 30 percent of the total contract price.

Date: 03/10/2022
During the performance of this contract:

Outdoor Enterprise, LLC 3655 W State RT 571, Troy, Oh 45373 9378579400/9378579424

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

| Goals of Minority Worker Utilization Expressed in Percentage Terms |
| From 1/1/2000 to Present | 11.5% |
| Goals of Female Worker Utilization Expressed in Percentage Terms |
| From 4/1/80 to Present | 6.9% |
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the 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**

Outdoor Enterprise, LLC

(Contractor) certifies that:

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

   - Asphalt Construction
   - Excavation
   - Electrical
   - MOT
   - Concrete

---

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
Salem Avenue Reconstruction - Phase 2

Dayton View

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

From 1200 - Clerk of Commission
Supplier, Vendor, Company, Individual
Crown Personnel Service, Inc.
Address 1 East Stewart Street
Dayton OH 45409

Date April 13, 2022
Expense Type Other, (See Description Below)
Total Amount $5,764.00

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-1200-1159-52</td>
<td>$5,764.00</td>
</tr>
</tbody>
</table>

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

Description

Payment of Voucher

The City Commission requests permission to process invoices totaling $5,764.00 for temporary staffing services for the lobby area in City Hall. A delay in obtaining a price quote from the vendor and obtaining a 2022 purchase order has resulted in the Payment of Voucher.

The Commission Office has implemented a revised process to prevent this error from occurring in the future.

A Certificate of Funds in the amount of $5,764.00 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract Start Date: Upon Execution
Expiration Date: 
Original Commission Approval: 
Initial Encumbrance: $5,764.00
Remaining Commission Approval: $

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

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

<table>
<thead>
<tr>
<th>Amount: $5,764.00</th>
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<tbody>
<tr>
<td>Fund Code 10000 - 1200 - 1159 - 52 - XXXX - XXXX</td>
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<tr>
<td>Fund Org Acct Prog Act Loc</td>
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<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Crown Personnel Service Inc.
Vendor Address: 1 East Stewart Street Dayton OH 45409
Federal ID: 311432482
Commodity Code: 96499
Purpose: For payment of invoices

Contact Person: Regina D. Blackshear
City Commission Office: 3/21/2022
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: 3/31/22

CF Prepared by: 3/31/20  CF/CT Number: 0132

October 18, 2011
INVOICE

P.O. Box 1848
Dayton, OH 45401-1848
937-223-1010 • FAX 937-223-7552
Federal ID# 31-1432482

Attention of: Regina Blackshear
City of Dayton-Commissioner's Office
101 W. Third St.
Dayton, OH 45402-1814

BILL TO:

REPORTING TO:
City of Dayton-Commissioner's Office
101 W. Third St.
Dayton, OH 45402-1814

THANK YOU FOR YOUR BUSINESS!

<table>
<thead>
<tr>
<th>DATE</th>
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<th>ACCOUNT NO.</th>
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<tr>
<td>01/03/22-01/09/22</td>
<td>AA Andrews, Brenda J.</td>
<td>40.00</td>
<td>18.17</td>
<td>$726.80</td>
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PAY THIS AMOUNT > TOTAL $726.80
# INVOICE

**P.O. Box 1848**  
**Dayton, OH 45401-1848**  
**937-223-1010 • FAX 937-223-7552**  
**Federal ID# 31-1432482**

**Attention of:** Regina Blackshear  
**City of Dayton-Commissioner's Office**  
**101 W. Third St.**  
**Dayton, OH 45402-1814**

**REPORTING TO:**  
**City of Dayton-Commissioner's Office**  
**101 W. Third St.**  
**Dayton, OH 45402-1814**

---

**THANK YOU FOR YOUR BUSINESS!**

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<td>$719.60</td>
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<tbody>
<tr>
<td></td>
<td>$719.60</td>
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P.O. Box 1848  
Dayton, OH 45401-1848  
937-223-1010 • FAX 937-223-7552  
Federal ID# 31-1432482

Attention of: Regina Blackshear  
City of Dayton-Commissioner's Office  
101 W. Third St.  
Dayton, OH 45402-1814

REPORTING TO:  
City of Dayton-Commissioner's Office  
101 W. Third St.  
Dayton, OH 45402-1814

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<td>$431.76</td>
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PAY THIS AMOUNT > TOTAL $431.76
INVOICE

P.O. Box 1848
Dayton, OH 45401-1848
937-223-1010 • FAX 937-223-7552
Federal ID# 31-1432482

Attention of: Regina Blackshear
City of Dayton-Commissioner’s Office
101 W. Third St.
Dayton, OH 45402-1814

REPORTING TO:
City of Dayton-Commissioner’s Office
101 W. Third St.
Dayton, OH 45402-1814

BILL TO:
101 W. Third St.
Dayton, OH 45402-1814

THANK YOU FOR YOUR BUSINESS!

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<th>AMOUNT</th>
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<td>AA Andrews, Brenda J.</td>
<td>28.00</td>
<td>17.99</td>
<td>$503.72</td>
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</table>

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PAY THIS AMOUNT > TOTAL $503.72
CROWN PERSONNEL SERVICES INC.

P.O. Box 1848
Dayton, OH 45401-1848
937-223-1010 • FAX 937-223-7552
Federal ID# 31-1432482

Attention of: Regina Blackshear
City of Dayton-Commissioner’s Office
101 W. Third St.
Dayton, OH 45402-1814

REPORTING TO:
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<td>AA Andrews, Brenda J.</td>
<td>40.00</td>
<td>17.99</td>
<td>$719.60</td>
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PAY THIS AMOUNT > TOTAL $719.60
INVOICE

P.O. Box 1848
Dayton, OH 45401-1848
937-223-1010 • FAX 937-223-7552
Federal ID# 31-1432482

Attention of: Regina Blackshear
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Thank you for your business!

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<td>$539.70</td>
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Pay this amount > Total $539.70
P.O. Box 1848  
Dayton, OH 45401-1848  
937-223-1010 • FAX 937-223-7552  
Federal ID# 31-1432482

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<td>02/07/22-02/13/22 AA Andrews, Brenda J.</td>
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BACK
The City Commission requests permission to process four (4) invoices totaling $5,686.02 for mandatory publishing services in the Dayton Daily News. A delay in obtaining a 2022 purchasing order has resulted in the Payment of Voucher for these invoices.

The Commission Office has implemented a revised process to prevent this error from occurring in the future.

A Certificate of Funds in the amount of $5,686.02 is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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<tr>
<th>x</th>
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<th>_____</th>
<th>Renewal Contract</th>
<th>_____</th>
<th>Change Order:</th>
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**Required Documentation**

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

<table>
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<th>Amount:</th>
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| Amount: | | |
|---------| | |
| Fund Code: | | |

**Attach additional pages for more FOAPALs**

Vendor Name: Ohio Newspapers, Inc dba Dayton Daily News

Vendor Address: 1611 S Main Street Dayton OH 45409-2547

Federal ID: 310744948

Commodity Code: 91503

Purpose: For payment of invoices

Contact Person: Regina D. Blackshear

City Commission Office Department/Division Date 3/22/2022

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: 3/31/22

CF Prepared by: Tonaka Williams 3/31/22

CF/ICT Number: CF22-0131
Dayton City Commission, City of  
101 W 3rd St  
Dayton, OH 45402

For questions concerning this bill call 844-770-0294  
If paid, please disregard.  Thank You

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<th>Product</th>
<th>Description - Other Comments/Charges</th>
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<th>Net Amount</th>
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<td>100727693-01142022</td>
<td>Dayton Daily News</td>
<td>Legal Notice 1200-01 Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, February 16, 2022 at 6:30 P.M., or as soon as possible. Legals Page B/6.</td>
<td>1 x 47 L 47</td>
<td>1</td>
<td>$270.72</td>
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1/16/2022  
Total Amount Due  
$270.72

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

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<th>BILLING DATE</th>
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Please send your payment to:

Ohio Newspapers DBA Cox First Media  
PO BOX 645274  
CINCINNATI, OH 45264-5274

13397  
Dayton City Commission, City of  
101 W 3rd St  
Dayton, OH 45402

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001000001397000001397000000000000000000270725
PROOF OF PUBLICATION
STATE OF OHIO
PUBLIC NOTICE

Before the undersigned authority personally appeared Andrea Feltner, who on oath says that he/she is a Legal Advertising Representative of the Dayton Daily News, a daily newspaper of general circulation in Montgomery, Clark, Warren, Butler, Clinton, Greene, Preble, Miami, Darke, Mercer, Shelby, Fayette, Auglaize, and Champaign Counties, and State of Ohio, and he/she further says that the Legal Advertisement, a copy of which is hereunto attached, has been published in the said Dayton Daily News, 47 Lines, 1 Time(s), last day of publication being 01/14/2022, and he/she further says that the bona fide daily paid circulation of the said Dayton Daily News was over 25,000 at the time the said advertisement was published, and that the price charged for same does not exceed the rates charged on annual contract for the like amount of space to other advertisers in the general display advertising columns.

DAYTON CITY COMMISSION, CITY OF
101 W 3RD ST
DAYTON, OH 45402

Invoice/Order Number: 0000727693
Ad Cost: $270.72
Paid: $0.00
Balance Due: $270.72

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 18th day of January, 2022, to testify whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

Please see Ad on following page(s).
Legal Notice
1200-01

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, February 16, 2022 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio.

The subject of the hearing is the following:
Official Zoning Code Text Amendments
Case: PLN2021-00480

Amend various sections of the Zoning Code to clarify terminology and provisions, correct omissions, update regulations to reflect experience to date and best practices, and to align regulations with adopted plans and policies. The proposed amendments will improve the administration and enforcement of the code.

The proposed Official Zoning Code Text Amendments are available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Tony Kroeger in the Department of Planning, Neighborhoods and Development at 937-333-3673 or tony.kroeger@daytonohio.gov.

By order of the City Commission of the City of Dayton, Ohio.

REGINA BLACKSHEAR, CLERK
OFFICE OF THE CITY COMMISSION
1-14-2022
Dayton City Commission, City of  
101 W 3rd St  
Dayton, OH 45402

For questions concerning this bill call 844-770-0294  
If paid, please disregard. Thank You

<table>
<thead>
<tr>
<th>Start/Stop</th>
<th>Newspaper Reference</th>
<th>Product</th>
<th>Description - Other Comments/Charges</th>
<th>Ad Size Billed Units</th>
<th>Times Run</th>
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<tr>
<td>01/15/2022</td>
<td>100727747-01162022</td>
<td>Dayton Daily News</td>
<td>Legal Notice 1200-02 NOTICE OF PUBLIC HEARING ON ANNUAL BUDGET AND APPROPRIATION ORDINANCE Pursuant to the provision of the Charter of the City of Dayton, Legals Page B8</td>
<td>1 x 27 L 27</td>
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1/18/2022 Total Amount Due $155.52

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

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<th>STATEMENT #</th>
<th>BILLING DATE</th>
<th>TERMS OF PAYMENT</th>
<th>ADVERTISER CLIENT #</th>
<th>ADVERTISER/CLIENT NAME</th>
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<td>Upon Receipt</td>
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Please send your payment to:

Ohio Newspapers DBA Cox First Media  
PO BOX 645274  
CINCINNATI, OH 45264-5274

13397  
Dayton City Commission, City of  
101 W 3rd St  
Dayton, OH 45402

<table>
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<tr>
<th>TOTAL AMOUNT</th>
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<tbody>
<tr>
<td>$155.52</td>
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001000001339700000133970000000000155520
PROOF OF PUBLICATION
STATE OF OHIO
PUBLIC NOTICE

Before the undersigned authority personally appeared Andrea Feltner, who on oath says that he/she is a Legal Advertising Representative of the Dayton Daily News, a daily newspaper of general circulation in Montgomery, Clark, Warren, Butler, Clinton, Greene, Preble, Miami, Darke, Mercer, Shelby, Fayette, Auglaize, and Champaign Counties, and State of Ohio, and he/she further says that the Legal Advertisement, a copy of which is hereunto attached, has been published in the said Dayton Daily News, 27 Lines, 1 Time(s), last day of publication being 01/16/2022, and he/she further says that the bona fide daily paid circulation of the said Dayton Daily News was over 25,000 at the time the said advertisement was published, and that the price charged for same does not exceed the rates charged on annual contract for the like amount of space to other advertisers in the general display advertising columns.

DAYTON CITY COMMISSION, CITY OF
101 W 3RD ST
DAYTON, OH 45402

Invoice/Order Number: 0000727747
Ad Cost: $155.52
Paid: $0.00
Balance Due: $155.52

Signed ____________________________
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 18th day of January, 2022 in Testimony whereof I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed ____________________________
(Notary)

Please see Ad on following page(s).
Legal Notice – 1200-02

NOTICE OF PUBLIC HEARING ON ANNUAL BUDGET AND APPROPRIATION ORDINANCE

Pursuant to the provision of the Charter of the City of Dayton, Ohio, a public hearing on the Annual Budget and Appropriation Ordinance for the year 2022 will be held in the City Commission Chambers located on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio, on January 26, 2022 at 8:30 a.m. during the City Commission Meeting.

The entire proposed 2022 Appropriation will be available for public inspection in the Office of the Clerk of the Commission of said City on January 26, 2022.

BY ORDER OF THE CITY COMMISSION
Regina D. Blackshear,
Clerk of Commission
1-16-2022

0000727747-01
Dayton City Commission, City of
101 W 3rd St
Dayton, OH 45402

For questions concerning this bill call 844-770-0294
If paid, please disregard. Thank You

<table>
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<th>Gross Amount</th>
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<td>00730080-020420022</td>
<td>Dayton Daily News</td>
<td>Legal Notice 1200-03 Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, March 9, 2022 at 8:30 A.M., or as soon the Legals Page B</td>
<td>1 x 48 L 48</td>
<td>1</td>
<td>$276.48</td>
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2/7/2022 Total Amount Due $276.48

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

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Please send your payment to:

Ohio Newspapers DBA Cox First Media
PO BOX 645274
CINCINNATI, OH 45264-5274

13397 Dayton City Commission, City of
101 W 3rd St
Dayton, OH 45402

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001000001397000001397000000000000276482
PROOF OF PUBLICATION
STATE OF OHIO
PUBLIC NOTICE

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DAYTON CITY COMMISSION, CITY OF
101 W 3RD ST
DAYTON, OH 45402

Invoice/Order Number: 0000730908
Ad Cost: $276.48
Paid: $0.00
Balance Due: $276.48

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 8th day of February, 2022 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)

Please see Ad on following page(s).
Legal Notice
1200-03

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, March 9, 2022 at 8:30 A.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio.

The subject of the hearing is the following:

Official Zoning Map Amendment
Case: PLN2021-00522

A zoning map amendment request by Lance Oakes to rezone 45.45 acres for the property located 970 feet northeast of the intersection of Old Troy Pike and Needmore Road. The applicant is proposing to rezone the property from I-1 (light industrial) to SR-2 (Suburban Residential) and establish a new Planned Development for 167 single family dwellings on the site. The property is identified via Montgomery County parcels: R22217700 0004, R22217700 0005, R22217700 0006, and R22217700 0007. The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Jeff Green in the Department of Planning, Neighborhoods and Development at 937-333-3302 or jeff.green@daytonohio.gov

By order of the City Commission of the City of Dayton, Ohio.

REGINA D. BLACKSHEAR, CLERK
OFFICE OF THE CITY COMMISSION
2-4-2022

0000730908-01
Dayton City Commission, City of
101 W 3rd St
Dayton, OH 45402

For questions concerning this bill call 844-770-0294
If paid, please disregard. Thank You

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<th>Product</th>
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<td>Dayton Daily News</td>
<td>OPERATING AND CAPITAL EXPENSES OF VARIOUS OFFICES, DEPARTMENTS, AND DIVISIONS OF THE GOVERNMENT OF THE CITY OF DAYTON Legals Page B/9</td>
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2/7/2022 Total Amount Due $4,983.30

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

<table>
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<td>Upon Receipt</td>
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<td>Dayton City Commission, City of</td>
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Please send your payment to:

Ohio Newspapers DBA Cox First Media
PO BOX 645274
CINCINNATI, OH 45264-5274

13397 Dayton City Commission, City of 101 W 3rd St Dayton, OH 45402

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0010000013397000000133970000000004983307
PROOF OF PUBLICATION
STATE OF OHIO
PUBLIC NOTICE

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DAYTON CITY COMMISSION, CITY OF
101 W 3RD ST
DAYTON, OH 45402

Invoice/Order Number: 0000731709
Ad Cost: $4,983.30
Paid: $0.00
Balance Due: $4,983.30

Signed [Signature]
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 8th day of February, 2022, in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed [Signature]
(Notary)

Please see Ad on following page(s).
City Manager’s Report

From 2510 - Municipal Court
Supplier, Vendor, Company, Individual
Name Scott T. Kidd, Psy.D.
Address 2378 National Road
Fairborn, Ohio 45324

Date April 13, 2022
Expense Type Payment of Voucher
Total Amount $1,400.00

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-2510-1159-74 $1,400.00

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

Description

Payment of Voucher

The Dayton Municipal Court requests approval of a payment of voucher with Scott T. Kidd, Psy.D., in the amount of $1,400.00. Dr. Kidd performs second forensic/competency evaluations on Defendants for the Court. These forensic/competency evaluations are required under Section 2945 of the Ohio Revised Code.

The Court has used Dr. Kidd for many years for these types of evaluations. However, we have seen an unexpected increase in 2022 for these required forensic evaluations. Therefore, the Court has surpassed the $2,500.00 allotment for this vendor.

We have already submitted a Purchase Requisition to PMB to approve a Purchase Order with Dr. Kidd for future evaluation invoices. However, this invoice was received before the Purchase Order could be put into effect. The Funding Source is General Fund Uncommitted.

Attached is a copy of the invoice from Dr. Scott T. Kidd, Psy.D. and the Certificate of Funds.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract  _____ Renewal Contract  _____ Change Order

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<td>Initial City Manager’s Report</td>
<td>X</td>
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<tr>
<td>Initial Certificate of Funds</td>
<td>X</td>
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<tr>
<td>Initial Agreement/Contract</td>
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<tr>
<td>Copy of City Manager’s Report</td>
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<tr>
<td>Copy of Original Certificate of Funds</td>
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Original Commission Approval: $1,400.00
Initial Encumbrance: $1,400.00

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Fund Code 74-XXXX-XXXX

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Fund Code XXXX-XXXX-XXXX-XXXX

Attach additional pages for more FOAPALs

Vendor Name: Scott T. Kidd, Psy.D.
Vendor Address: 2378 National Road Fairborn Ohio 45324
Street City State Zipcode + 4

Federal ID:
Commodity Code: 95221
Purpose: Payment of Voucher

Contact Person: Ann Marie Murray
Municipal Court/Court Administration 23-Mar-22
Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 
Date: 3/30/22

CF Prepared by: 
Date: 3/29/22
CF/CT Number: C022-0130

October 18, 2011
Finance Department
Scott T. Kidd, Psy.D.

David H. Roush, Psy.D. and Associates
2378 National Road
Fairborn, OH 45324
(937) 879-7996

INVOICE

Psychological Evaluation

3/14/2022

Dayton Municipal Court
301 West Third St.
Dayton, OH 45402

Re: Allison V. Childs
Case No. 22 TRD 547

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<td>$1,312.50</td>
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<tr>
<td>03/14/2022 Record review, consultation with defense counsel, report</td>
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<td>$87.50</td>
<td>$1,400.00</td>
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TOTAL $1,400.00

Please make check payable to David H. Roush, Psy.D. and Associates

Thank you for your business.

PO/CT/CF/TR ORDER # POV APPROVED AMT $1,400
ACCOUNT DISTRIBUTION 10000 . 2510 . 1159 . 74
(Payment without order MUST have account codes)
DATE GOODS/SVCS REC'D see, above
FINAL PAY - YES/NO (Circle One)
DIVISION APPROVAL
(Optional)
DEPT APPROVAL Ann Marie Murray 3/24/2022 (Required)
AN ORDINANCE

Amending Section 34.01 of the Revised Code of General Ordinances Relating to the Divisions of the Department of Police, and Declaring an Emergency.

WHEREAS, The City Commission has determined that the divisions of the Department of Police should be reorganized to improve the services and to better utilize existing resources; and

WHEREAS, A new organizational structure for the divisions of the Department of Police will better serve the City of Dayton through increased efficiency, improved delivery of services, and cost savings; now, therefore,

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

Section I. That Section 34.01 of the Revised Code of General Ordinances is hereby amended to read as follows:

Sec. 34.01. Department of Police.

(A) The Department of Police is established. The Department of Police consists of a Director, functioning as a Chief of Police; a Deputy Director, functioning as an Assistant Chief of Police; Division Heads, functioning as Majors; and such other officers and employees as appointed by the City Manager.

(B) The Director shall manage and assign the work of the Department of Police, subject to the supervision and control of the City Manager. Division Heads shall manage the day-to-day operations of their assigned divisions.

(C) The Department of Police is divided into the following divisions:

(1) Office of the Chief of Police;
(2) Investigations;
(3) Patrol Operations;
(4) Operations Support;
(5) Support Services;
(6) Community Services.

(D) The Department of Police shall provide law enforcement and such other duties and
services as required by the Charter, ordinances of the City, Constitution and laws of the State of Ohio, and the Constitution and laws of the United States of America.

(E) Where necessary for the efficient operation of the Department of Police, the Director may substitute, reassign, modify, or expand the functions of the Department of Police, with the advice and consent of the City Manager.

(F) The Director, Deputy Director and Division Heads shall serve at the pleasure of the City Manager.

Section 2. That existing Sections 34.01, 34.02, 34.03, 34.04, and 34.05 of the Revised Code of General Ordinances are hereby repealed.

Section 3. That for reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED 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
April 7, 2022

TO: Shelley Dickstein  
City Manager

FROM: Kamran Afzal  
Director and Chief of Police

SUBJECT: Police Department Reorganization - Emergency Ordinance

Attached for your review and placement on April 13, 2022, City Commission Calendar is an Emergency Ordinance amending Chapter 34 of the Revised Code of General Ordinances.

The Department of Police desires to reorganize its divisions to improve the Department's services and better utilize existing resources. In addition, a new organizational structure for the divisions of the Department will better serve the City of Dayton through increased efficiency and improved delivery of services.

It will be beneficial to expedite the review and approval of the ordinance to put this structure in place immediately so the Department can begin reallocating and assigning personnel to assist with critical patrol operations functions and other service delivery needs. Specifically, adding additional personnel to patrol to respond to calls for service and implementing patrol beat responsibility before the current attrition rate of personnel has an adverse impact on response to citizens' calls for service before June. The new structure will also add a Community Services Division responsible for the Department's overall community engagement and training related to police reform efforts. Implementing this plan will require advanced notification to personnel and the labor union to allow for a seamless transition.

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

If you have any questions, you may contact me directly.

KA:eah
AN ORDINANCE

Authorizing the Transfer of Certain Parcels Located at the Southwest Corner of W. Third Street and Edwin C. Moses Boulevard to Montgomery County for the Relocation of the Wright “B” Flyer statue, and Declaring an Emergency.

WHEREAS, The City of Dayton agrees to sign off on the Quit Claim Deed transferring parcels R72 08502 0046 and R72 08502 0047 to Montgomery County; and

WHEREAS, Montgomery County desires to acquire the City-owned parcels for the relocation of the Wright “B” Flyer statue previously located on Monument Avenue; and

WHEREAS, The disposition of the parcels has been recommended by the Fixed Property Governance Board of the City of Dayton, having the supervision and management of such land; and

WHEREAS, The City Commission finds this transfer to be in the public interest, in order to display and preserve Dayton history as well as add to the cultural fabric of the Wright Dunbar Neighborhood within the City of Dayton; and

WHEREAS, To allow for the transfer to be processed as soon as possible and provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. That the City Commission hereby accepts the transfer of parcels R72 08502 0046 and R72 08502 0047 to Montgomery County for the relocation of the Wright “B” Flyer statue.

Section 2. That the City Manager, or her designee, is hereby authorized to proceed with the transfer of the parcels indicated in the map attached as Exhibit A to Montgomery County, and to execute any and all documents necessary to facilitate the transfer, including but not limited to the proposed Quit Claim Deed attached as Exhibit B, or a document substantially similar thereto.

Section 3. That the parcels described above shall be transferred for the purposes set forth in the various preambles of this ordinance.
Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED 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 31, 2022

TO:         Shelley Dickstein, City Manager
            Office of the City Manager

FROM:       Todd M. Kinskey, Director
            Department of Planning, Neighborhoods & Development

SUBJECT:    Emergency Ordinance for the Transfer of Parcels to Montgomery County for
            the Relocation of the Wright “B” Flyer Statue.

Attached for your review and placement on the April 13, 2022, City Commission Calendar is an
Emergency Ordinance for the transfer of two parcels to Montgomery County for the relocation of the
Wright “B” Flyer Statue (“Statue”).

The “Statue” was moved in summer 2020 from its location on Monument Avenue to facilitate a $26.7
million-dollar mixed-use project that will add 124 market-rate housing units as well as 4,500 square feet
of retail and restaurant space. Since then, Montgomery County has been storing the “Statue” in a
Montgomery County-owned facility.

The City owns two parcels (R72 08502 0046 and R72 08502 0047) that are located at the southwest
corner of W. Third Street and Edwin C. Moses Boulevard (map attached), which would be transferred via
Quit Claim Deed to Montgomery County for the relocation of the “Statue”. In addition to the City’s
parcels, Wright Dunbar, Inc. has also transferred a parcel to Montgomery County for the relocation of the
“Statue”. The disposition of the parcels has been recommended by the Fixed Property Governance Board
and staff believes that the relocation of the “Statue” is in the interest of the public.

The transfer will allow the display and preservation of Dayton’s aviation history. Installation of the
“Statue” is expected in late summer 2022 and will include a podium and lighting (renderings attached) to
establish a first-class gateway to the Wright Dunbar neighborhood and the Dayton Aviation Heritage
National Historical Park. Montgomery County will own and maintain the parcels and “Statue”.

The Department of Law has reviewed and approved the Ordinance and attached Quit Claim Deed as to
form and correctness.

To facilitate the transfer and project implementation, we are requesting that this ordinance be passed as an
emergency with two readings at two meeting.

If you have any questions, please contact me at extension 4209 or Keeghan White at extension 3671.

Attachment

TMK/kmw

C: Mr. Parlette; Ms. Lofton; Mr. Kroeger; Ms. Browning; file
QUIT CLAIM DEED
(R.C. 5302.11)

City of Dayton, Ohio, a political subdivision “Grantors”, for valuable consideration paid by the Montgomery County Board of County Commissioners, a political subdivision “Grantee”, whose tax mailing address is 451 West Third Street, 7th Floor, Dayton, Ohio, 45422, does hereby GIVE, GRANT, REMISE, RELEASE AND QUIT CLAIM unto the Grantee, its successors and assigns, all such right and title as the Grantor has in and to the following real estate:

Auditor's Parcel Numbers: R72 08502 0046 and R72 08502 0047 is referenced in Ohio warranty Deed #03-019467 0003, dated July 03, 2002.

See Exhibit “A” for Legal Description of Parcel R72 08502 0046.

See Exhibit “B” for Legal Description of Parcel R72 08502 0047.


This deed and conveyance are made expressly subject to the following:

(1) Unpaid taxes and assessments becoming due and payable on the next June or December installment following the delivery date of this deed which Grantee assumes and agrees to pay.

(2) Such easements, conditions, restriction, and covenants as are record.

(3) Applicable zoning ordinances and restrictions.

(4) All legal highways.

(5) The Board of Montgomery County Commissioners will transfer said parcels back to the City of Dayton, Ohio via Quitclaim Deed if at any time the Wright B. Flyer is relocated to a new location.
(6) Excludes Parcels, R72 008502 0065, R72 08502 0030, 31, 49 being part of Ohio Warranty Deed # 03-019467 0003.

IN WITNESS WHEREOF, Grantors has caused this instrument to be executed by its duly authorized officer this ____ day of ____________, 2021.

CITY OF DAYTON, OHIO

By ______________________________

STATE OF OHIO )
COUNTY OF MONTGOMERY ) SS:

On this ______ day of ____________, 2021, before me, a Notary Public in and for said State, personally came the City of Dayton, Ohio, by __________________________ its ____________________________, who acknowledged the execution of said Deed to be his/her free and voluntary act and deed individually and as such officer on behalf of said City of Dayton, Ohio.

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

Notary Public

This instrument prepared by:
Lisa Manz
Montgomery County Facilities Management
451 W. Third Street, 7th Floor
Dayton, OH 45402

APPROVED AS TO FORM ONLY:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY

By: Waulk

Approved as to form and correctness

CITY ATTORNEY
EXHIBIT “A”
Parcels R72 08502 0046

Situated in the City of Dayton, County of Montgomery, and State of Ohio to wit:
And being lot number Ten Thousand Five Hundred Forty-Eight (10548) of the consecutive number of lots on the revised plat of the said City of Dayton, Ohio.
Address: Third Street West, Dayton, Ohio 45402
Auditor’s Parcel Numbers: R72 08502 0046
EXHIBIT "B"
Parcel R72 08502 0047

Situated in the City of Dayton, County of Montgomery, and State of Ohio to wit:
And being lot number Ten Thousand Five Hundred Forty-Seven (10547) of the consecutive number of lots on the revised plat of the said City of Dayton, Ohio.
Address: 702 Third Street West, Dayton, Ohio 45402
Auditor's Parcel Numbers: R72 08502 0047
A RESOLUTION

Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Enter into H2Ohio Grant Funding Agreements Administered by the State of Ohio on Behalf of the City of Dayton, Ohio for Construction and/or Design Projects.

WHEREAS, H2Ohio, launched in 2019, is a comprehensive water quality initiative working strategically to address serious water issues in Ohio; and

WHEREAS, As a result of the initiative, H2Ohio funding for problems such as harmful algal blooms, failing water, wastewater, and home sewage treatment systems due to aging infrastructure, and lead contamination from old water pipes and fixtures is provided through a combination of state and federal funds; and

WHEREAS, State funding of the H2Ohio initiative is provided through the biennial budget with $172 million approved for FY2 2021-2022 and with $240.85 million approved for FY 2022-2023; and

WHEREAS, The Department of Water through its asset management and capital improvement programs has identified projects meeting H2Ohio funding criteria; and

WHEREAS, The City of Dayton intends to apply for H2Ohio funding; and

WHEREAS, The State of Ohio requires an authorized representative to submit grant applications, to execute the grant agreements, and to submit requests for grant disbursements; now, therefore,

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

Section 1. That the City Manager, or her designee, be and is hereby authorized, to apply for, accept, and enter into H2Ohio Grant Funding Agreements and execute any and all necessary documents for such construction and/or design projects meeting the agreement criteria.

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
MEMORANDUM

DATE: March 24, 2022

TO: Shelley Dickstein, City Manager
    City of Dayton

FROM: Michael Powell, Director
      Department of Water

SUBJECT: H2Ohio Initiative administered by Various Departments of the State of Ohio

The Department of Water requests passage of a resolution granting the City Manager or her designee the authority to apply for, accept, and execute any and all documents for H2Ohio funding administered by the State of Ohio for construction and/or design projects meeting the H2Ohio criteria. The resolution has been reviewed and approved by the Department of Law.

The H2Ohio Initiative began in 2019 and is dependent upon the biannual budget process for appropriation. Statewide H2Ohio funds of over $240 million are available in FY 2022-2023.

Of the FY 2022-2023 funding, $92 million will be administered by the Ohio EPA for water and wastewater infrastructure projects, including failing septic systems in disadvantaged communities and possible lead contamination in high-risk day centers and schools.

On March 8, 2022, Dayton received notification of a lead service line mapping and inventory funding opportunity totaling $1.4 million statewide. Applications for that funding will be accepted starting on March 28, 2022.

Department of Water staff continues to monitor H2Ohio funding opportunities. Passage of this resolution will position Dayton to apply for these opportunities as they are available.

Revenue to the City will be dependent upon grant award(s).

If you would like additional information, please contact Rosalind Bertolo at Rosalind_Bertolo@DaytonOhio.gov or (937) 333-3755.

Attachment

pc: Aaron Zonin
    Kena Crist
    Rosalind Bertolo
    File
AN ORDINANCE

Amending Section 95.33 of the Revised Code of General Ordinances of the City of Dayton Concerning the Authority to Waive Parking Meter Closure Fees with the Pop-Up Patio Program, and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton ("Commission") recognizes the need to address the waiver of parking meter closure fees with the Pop-Up Patio Program; and,

WHEREAS, The Commission desires to enact legislation to give authority to the Director of Public Works the authority to waive parking meter closure fees; and

WHEREAS, The Commission desires to empower the Director of Public Works to regulate parking meter closure fees; and

WHEREAS, The Commission desires to update the Revised Code of General Ordinance ("R.C.G.O.") concerning parking meter closure fees to protect the public health, safety, and welfare of its residents and the City; now therefore,

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

Section 1. That section 95.33 of the Revised Code of General Ordinances ("R.C.G.O.") be, and hereby is, amended to read as follows:

Sec. 95.33. - Issuance of permits for street privileges; fees.

Upon receipt of an application therefor, together with the permit fees provided in this section, the Director of Public Works may, if he or she deems it proper so to do, grant permits for any of the following named licenses in a street, sidewalk, sidewalk space, alley, or public way or place:

(A) Placing or setting a newspaper vending machine or box, per machine or box (after a trial period) annual charge .....$40.00

(B) Installation of passenger benches and/or passenger shelters by public transportation companies .....No fee

(C) Excavation for footer or footers for a passenger shelter .....$153.60

(D) Installation of portable planter box .....No fee

(E) Excavation for new or repair of existing water service, sanitary lateral, gas service, telephone service or other service connection .....$153.60

(F) Excavation for downspout drain .....$10.00

(G) Making test hole or boring, each .....$38.40

(H) Any other excavation in a street, sidewalk, alley, or public way or place not specifically mentioned above .....$153.60
(I) Condenser water, well water or any other clean process water discharged into the storm sewer .....$40.00

(J) Wells (test wells) .....$40.00

(K) Any canvas awning, canopy, sign or similar structure extending more than five feet into a street or alley right-of-way .....$40.00

(L) Construction, reconstruction, or relocation of any public utility conduit, line, or main per 100 lineal feet or fraction thereof including any manholes constructed with the above-mentioned line or main and being an integral part thereof, a manhole being defined as an underground chamber of less than 72 square feet of interior floor area .....$172.80

(M) Construction, reconstruction, or relocation of any public utility manhole, tank, vault manhole, pullbox, regulator pit, or similar structure having an interior floor area of 72 square feet or less and which is not part of any current utility or main construction .....$172.80

(N) Temporary storage of building material and/or personal property, except metered parking areas (see § 95.36 beyond 30-day period including a temporary fence during building operations or dumpster) .....$40.00

(O) Temporary storage of building material and/or personal property per parking meter (see § 95.36 beyond 30-day period) .....$40.00

(P) Any other temporary construction or erection. Partial street blockage (see § 95.36 beyond 30-day period) .....$153.60

(Q) Complete blockade of a street, alley, or public way or place (per day or fraction thereof) .....$76.80

(R) Setting a pole or pole anchor, per hole or anchor .....$38.40

(S) Erecting a directional sign on a post or on an existing utility pole .....$10.00

(T) Constructing or reconstructing sidewalk, driveway, and/or curb. (Each driveway requires a separate construction permit) .....$20.00

(U) Owner's permit for a permanent widening, relocation and/or new driveway: ..... 
(1) Driveway 12 feet or less in width .....$20.00
(2) Driveway over 12 feet in width but not over 30 feet in width per lineal foot or width .....$3.00
(3) For widening an existing driveway to total width of not over 30 feet; per lineal foot of widening .....$3.00
(4) Driveways over 30 feet in width, $10.00 per lineal foot in width; widening driveways from less than to more than 30 feet in width, $7.00 per lineal foot of existing driveway, plus $10.00 per lineal foot for the additional widening; to widen driveways greater than 30 feet in width, $10.00 per lineal foot for additional widening. ..... 

(V) Constructing a temporary driveway over curb and sidewalk .....$20.00

(W) Moving an excess load (other than a building) of greater width, height, length, or weight than is permitted under state statutes .....$30.00
(X) Moving any building of greater width, height, length, or weight than is permitted under state statutes ....$100.00

(Y) Conducting sales of merchandise on the public sidewalks (contingent upon letter of approval from abutting property owner): .....
   (1) 0—100 square feet sidewalk space used, per month .....$20.00
   (2) 101—300 square feet sidewalk space used, per month .....$30.00
   (3) 301—500 square feet sidewalk space used, per month .....$40.00
   (4) Over 500 square feet sidewalk space used, per month .....$60.00

(Z) Removal of Parking meter and occupation of parking space as part of the Pop-Up Patio Program .... No fee

Any permit granted hereunder may be revoked at any time upon order of the City Manager or the City Commission and the permit holder shall remove or relocate any improvement at no expense to the city.

Section 2. That for the reasons stated in the preamble this Ordinance is declared an emergency and shall take effect immediately upon its passage.

   Passed 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 25, 2022

TO: Shelley Dickstein  
    City Manager

FROM: Joseph Weinle, Chief Engineer  
    Division of Civil Engineering

SUBJECT: Ordinance to Waive Meter Closure Fees

Attached is the Ordinance to waive parking meter closure fees for the Pop-Up Patio Program; and Declaring an Emergency. Please present this Ordinance to the City Commission as an emergency at the March 30 and April 13, 2022, Commission meetings.

The Ordinance will revise section 95.33 of the Revised Code of General Ordinances that will permit the Director of Public Works to waive parking meter closure fees for applicants to the Pop-Up Patio Program. We have been waiving the fees under the emergency order that was declared for COVID-19. Since we intend to keep operating the Pop Up Patio Program beyond the COVID emergency order, Law determined that we need to change the RCGO to give the Director the ability to waive meter fees.

Public Works requests the Ordinance be passed as an emergency over two Commission meetings, because we anticipate business requests for permits will increase as the spring and summer season approaches. Having the Ordinance in place will ensure Public Works has the appropriate legal authority to process these requests for our business customers.

Twenty Pop Up Patio permits have been applied for since the program began in July 2020. These permits have been issued for the right-of-way space only. Another 15 Private property patio permits were applied for through the City’s Zoning Division.

If you have any questions, please contact me at extension 4218.

Approved:

Frederick M. Stovall  
Frederick M. Stovall, Director  
Department of Public Works

Attachments