I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above) 

The following recommendations are offered for City Commission approval. 

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

   1. Purchase Orders: 

   AVIATION 
   A1. American Association of Airport Executives (annual service, 
       maintenance, and support agreement for the Interactive Employee Training 
       System) $13,200.00
1. (Cont’d):

**FIRE**

B1. CHWR, INC. dba CHW Mechanical Services (removal and installation of the Mitsubishi FRF system) $360,000.00

B2. Comptech Computer Technologies, Inc. (social worker services as needed through 12/31/21) 25,000.00

B3. Roby Services LTD (janitorial supplies as needed thorough 12/31/21) 70,000.00

**PUBLIC WORKS**

C1. Truck Country of Indiana, Inc. dba Stoops Freightliner (Freightliner and Autocar brand parts and repair services as needed through 12/31/21) 40,000.00

C2. H P Products Corporation dba Ferguson Facilities Supply (janitorial supplies as needed through 12/31/21) 90,000.00

C3. Roby Services, LTD (janitorial supplies as needed through 12/31/21) 190,000.00

**WATER**

D1. Precision Laser & Instrument, Inc. (Trimble brand survey equipment and accessories as needed through 12/31/21) 28,341.83

D2. Lowe’s (lumber, hand tools and related items as needed through 12/31/21) 60,000.00

D3. M & R Electric Motor Service (electrical motor repair, parts, supplies and related items as needed through 09/30/21) 20,000.00

D4. Rawdon Myers, Inc. (DeZurik brand valves, parts and related items as needed through 12/31/21) 110,000.00

D5. Rebuild-It Services Group, LLC (retrofit fourteen drive units for clarifiers) 430,434.00

D6. Sullivan Environmental Technologies (replacement of original equipment manufacturer (OEM) parts as needed through 12/31/21) 380,000.00

D7. White Allen Chevrolet, Inc. (one 2021 pickup truck with heavy-duty utility body) 51,752.00

D8. Ixom Watercare, Inc. (annual maintenance agreement) 11,521.00

D9. MRO Express, LLC (hardware, tools and related items as needed through 12/31/21) 60,000.00

D10. P & R Communications Service, Inc. (annual maintenance agreement for the Supervisory Control and Data Acquisition System (SCADA) 38,000.00

D11. Roby Services, LTD (janitorial supplies as needed through 12/31/21) 70,000.00
D12. Truck County of Indiana, Inc. dba Stoops Freightliner (one 2023
truck with custom enclosed utility service body. 256,090.00
D13. White Allen Chevrolet, Inc. (one 2021 cargo van) 30,300.00
-Depts. of Aviation, Fire, Public Works and Water.

Total: $2,334,638.83

   Database Administration (RDBA) services and maintenance - Department of
   CS/Information Technology $252,000.00
   (Thru 04/30/22)

3. Evans, Mechwart, Hambleton & Tilton – Service Agreement – to perform
   stream mitigation services in connection with the Wesleyan Bike project -
   Department of Public Works/Civil Engineering $133,006.00
   (Thru 12/31/27)

B. Construction Contracts:

4. John R. Jurgensen Company – Award of Contract – for 2021 CDBG
   Residential Asphalt Resurfacing (10% HUD Section 3 Participation Goal
   10% HUD Section 3 Participation Achieved (Federal CDBG Funds)
   - Department of Public Works/Civil Engineering $1,136,791.15
   (Thru 8/13/23)

5. John R. Jurgensen Company – Award of Contract – for 2021 Residential
   Asphalt Resurfacing I (9% SBE & 11% MBE Participation Goal/9% SBE
   &11% MBE Participation Achieved – Department of Public Works/Civil
   Engineering $2,075,736.00
   (Thru 8/13/23)

   Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal/10%
   &10% MBE Participation Achieved – Department of Public Works/Civil
   Engineering $2,109,884.70
   (Thru 8/13/23)
II. LEGISLATION:

Emergency Ordinances – First and Second Reading:

7. No. 31882-21 Authorizing the Disposition of Certain Real Estate located Near South Ludlow Street to the Montgomery County Land Reutilization Corporation for Economic Development Purposes and Declaring an Emergency.

8. No. 31883-21 Amending the Revised Code of General Ordinances by the Amendment of Section 44.29 to Ratify the Adoption of the Governorate of Salfit, Palestine, as a Sister City and Declaring and Emergency.

Emergency Resolution – First and Second Reading:

9. No. 6573-21 Renewing the Tornado Relief Program Related To The May 27, 2019 Tornadoes; and Declaring an Emergency.

Ordinance – First Reading

10. No. 31884-21 Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation for an Amount of Four Million Seven Hundred Forty-One Thousand Seventy Dollars and Zero Cents ($4,741,070.00) in Federal Safety Funds.

ORDINANCE NO. 31885-21

RESOLUTION NO. 6574-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 988-21
City Manager’s Report

From
2730 – PMB/Procurement
Supplier, Vendor, Company, Individual
Name
See Below
Address
See Below

Date
April 28, 2021
Expense Type
Purchase Order
Total Amount
$2,334,638.83

2021 Purchase Orders

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

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

Description

AVIATION

(A1) P0210832 – AMERICAN ASSOC OF AIRPORT EXECUTIVES, ALEXANDRIA, VA

- Annual service, maintenance, and support agreement for the Interactive Employee Training System (IETS).
- These services are required to provide employee training to ensure compliance with Federal regulations and will provide a training system that includes continuous operation, version upgrades, system enhancements and technical support.
- American Assoc of Airport Executives is recommended as the original software developer and sole source of this proprietary service agreement; therefore, this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2021</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1166-43</td>
<td>$13,200.00</td>
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</tbody>
</table>

Signatures/Approval

Approved by City Commission

__________________________
Clerk

__________________________
Date

FORM NO. MS-16

Updated 06/2016
FIRE

(B1) P0210841 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- Removal and installation of the Mitsubishi FRF system.
- These goods and services are required to replace the three (3) units at Fire Station #4/Fire Headquarters.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17021D with pricing through 4/30/2021.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
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<td>2021</td>
<td>2020 Fac. HVAC Boiler Replacement</td>
<td>49002-6330-1425-71</td>
<td>$165,000.00</td>
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</table>

(B2) P0210835 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH

- Social worker services as needed through 12/31/2021.
- These services are a requirement of the Community Paramedicine Program where the City of Dayton is providing a temporary social worker to enhance non-medical services to City of Dayton citizens.
- Comptech Computer Technologies, Inc. is recommended as an existing vendor providing temporary employment services via the City of Dayton’s existing price agreement IFB 18066JL; therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<td>Community Paramedicine Pgm - Fire</td>
<td>22211-6340-1159-71</td>
<td>$25,000.00</td>
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</tbody>
</table>
FIRE (CONTINUING)

(B3) P0210289 – ROBY SERVICES LTD, DAYTON, OH

- Janitorial supplies as needed through 12/31/2021.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21007N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $8,000.00 by $10,000.00 for a total not to exceed $18,000.00 and therefore requires City Commission approval.
- The Department of Fire requests additional authority of $60,000.00 through 12/31/2024.
- Roby Services Ltd qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2023</td>
<td>General Fund</td>
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<td>2024</td>
<td>General Fund</td>
<td>10000-6330-1301-71</td>
<td>$20,000.00</td>
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</tbody>
</table>

PUBLIC WORKS – FLEET MANAGEMENT

(C1) P0210086 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Freightliner and Autocar brand parts and repair services as needed through 12/31/2021.
- These goods and services are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20005D with pricing through 12/31/2021.
- Truck Country of Indiana, Inc. dba Stoops Freightliner is recommended for repair services as the authorized dealership.
- This amendment increases the previously authorized amount of $230,000.00 by $40,000.00 for a total not to exceed $270,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

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<td>$40,000.00</td>
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</table>
PUBLIC WORKS – PROPERTY MANAGEMENT

(C2) **P0210415 – H P PRODUCTS CORPORATION dba FERGUSON FACILITIES SUPPLY, NEWPORT NEWS, VA**

- Janitorial supplies as needed through 12/31/2021.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21007N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $10,000.00 by $15,000.00 for a total not to exceed $25,000.00 and therefore requires City Commission approval.
- The Department of Public Works requests additional authority of $75,000.00 through 12/31/2024.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
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<td>2024</td>
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</table>

(C3) **P0210414 – ROBY SERVICES LTD, DAYTON, OH**

- Janitorial supplies as needed through 12/31/2021.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21007N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $10,000.00 by $40,000.00 for a total not to exceed $50,000.00 and therefore requires City Commission approval.
- The Department of Public Works requests additional authority of $150,000.00 through 12/31/2024.
- Roby Services Ltd. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>2022</td>
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</table>
WATER – WATER ENGINEERING

(D1) P0210155 – PRECISION LASER & INSTRUMENT, INC., MONROE, OH
- Trimble brand survey equipment and accessories as needed through 12/31/2021.
- These goods are required to establish survey baselines and locate Water Department infrastructure quicker and with more accuracy.
- Precision Laser & Instruments, Inc. is recommended as the sole regional distributor for Trimble brand parts; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $30,000.00 by $28,341.83 for a total not to exceed $58,341.83 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
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<td>$28,341.83</td>
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</tbody>
</table>

WATER – WATER RECLAMATION

(D2) P0210845 – LOWE’S, TROTWOOD, OH
- Lumber, hand tools and related items as needed through 12/31/2021.
- These goods are required to maintain facilities for the Department of Water.
- Rates are in accordance with the cooperative Omnia Partners Contract #R192006 with pricing through 3/31/2025.
- The Department of Water requests additional authority of $45,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
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<td>$15,000.00</td>
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</tbody>
</table>

(D3) P0210838 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH
- Electrical motor repair, parts, supplies and related items as needed through 9/30/2021.
- These goods and services are required for the repair and purchase or motor equipment and machining.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 15065N with pricing extended through 9/30/2021.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</thead>
<tbody>
<tr>
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<td>$20,000.00</td>
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</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(D4) P0210831 – RAWDON MYERS, INC., MILFORD, OH
- DeZurik brand valves, parts and related items as needed through 12/31/2021.
- These goods are required to maintain essential piping.
- Rawdon Myers, Inc. is recommended as the sole local municipal distributor for DeZurik/APCO/Hilton brand valves and parts; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<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>2021</td>
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<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(D5) P0210837 – REBUILD-IT SERVICES GROUP LLC, MIDVALE, UT
- Retrofit fourteen (14) drive units for clarifiers.
- These services are required to retrofit drive units for current drive failures. Five (5) will be done in 2021 and nine (9) will be done in 2022.
- Three (3) possible vendors were solicited and three (3) responses were received. This order establishes a price agreement per RFI 20-026WTWT.
- The Department of Water requests additional authority of $281,754.00 through 12/31/2022.
- The Department of Water recommends acceptance of the low bid.

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

(D6) P0210022 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY
- Replacement Original Equipment Manufacturer (OEM) parts as needed through 12/31/2021.
- These goods are required for both inventory and to repair existing pumps for the Division of Water Reclamation.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Trillium, Moyno, Grundfos and other brands of equipment; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $125,000.00 by $155,000.00 for a total not to exceed $280,000.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $225,000.00 through 12/31/2024 in addition to the $375,000.00 already approved by commission on 12/2/2020.
- The Department of Water recommends approval of this order.

<table>
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<td>Sanitary Sewer Operating</td>
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<td>$75,000.00</td>
</tr>
</tbody>
</table>

(D7) P0210822 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH
- One (1) 2021 pickup truck with heavy-duty utility body.
- This vehicle and equipment are required for the daily operations of the Division and will replace Unit #4069 which will be disposed of in the best interest of the City.
- Fourteen (14) possible vendors were solicited and five (5) bids were received.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid meeting specifications.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<td>2021</td>
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<td>55000-3460-1412-54</td>
<td>$51,752.00</td>
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WATER – WATER SUPPLY AND TREATMENT

(D8) P0210816 – IXOM WATERCARE, INC., DICKINSON, NC
- Annual maintenance agreement.
- This service is required to service four (4) GridBee mixer systems.
- Ixom Watercare, Inc. is recommended as the OEM of SolarBee and GridBee technology; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>2021</td>
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<td>$11,521.00</td>
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</table>

(D9) P0210844 – MRO EXPRESS LLC, CINCINNATI, OH
- Hardware, tools and related items as needed through 12/31/2021.
- These goods are required to maintain facilities for the Department of Water.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20002N with pricing through 12/31/2023.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
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<td>2023</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(D10) P0210848 – P & R COMMUNICATIONS SERVICE, INC., DAYTON, OH
- Annual maintenance agreement for the Supervisory Control and Data Acquisition System (SCADA).
- These services are required to maintain the SCADA System, which provides wireless communications between the Water Divisions for public health, safety and requirements for a regional water system.
- P & R Communications Service, Inc. is recommended as the OEM dealer and service provider of SCADA; therefore, this purchase was negotiated.
- P & R Communications Service, 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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<tr>
<td>2021</td>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS

(D11) P0210412 – ROBY SERVICES LTD, DAYTON, OH

- Janitorial supplies as needed through 12/31/2021.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21007N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $60,000.00 through 12/31/2024.
- Roby Services Ltd 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>
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<td>2024</td>
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(D12) P0210826 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- One (1) 2023 truck with custom enclosed utility service body.
- This vehicle and equipment are required for the daily operations of the Division and will replace Unit #920 which will be disposed of in the best interest of the City.
- Twenty-two (22) possible vendors were solicited and two (2) bids were received.
- The Department of Water recommends acceptance of the low total bid.

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

(D13) P0210828 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH

- One (1) 2021 cargo van.
- This vehicle is required for the daily operations of the Division and will replace Unit #988 which will be disposed of in the best interest of the City.
- Twelve (12) possible vendors were solicited and three (3) bids were received.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

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

From 5560 - CS/Information Technology
Supplier, Vendor, Company, Individual
Name Avenu Government Systems, LLC
Address 130 Division Street
Waite Park, MN 56387

Date April 28, 2021
Expense Type Service Agreement
Total Amount $25,200.00 (Thru 04/30/2022)

<table>
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<th>Fund Source(s)</th>
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<tbody>
<tr>
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Includes Revenue to the City □ Yes ☑ No
Affirmative Action Program □ Yes ☑ No ☑ N/A

Description

REMOTE DATABASE ADMINISTRATION SERVICE AGREEMENT FOR BANNER SYSTEM

The Department of Information Technology requests permission to enter into a Service Agreement with Avenu Government Systems, LLC. Avenu will provide Remote Database Administration (RDBA) services and maintenance assistance for the Oracle Relational Database Management System platform that supports the Banner Finance, Human Resources, General Ledger and Procurement modules. The total amount of this agreement is $25,200.00.

Avenu Government Systems, LLC is the sole source provider of Banner sales, support and services to the local government market.

This Agreement shall commence on May 1, 2021 and it shall terminate on April 30, 2022.

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

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

E-SIGNED by Desa Foster on 2021-04-21 18:01:35 GMT

Signatures/Approval

Approved by City Commission

Division
E-SIGNED by Jon Rike on 2021-04-21 20:55:13 GMT

Department

City Manager
FORM NO. MS-16

Clerk
Date

Updated 8/2016
April 21, 2021

TO:        Shelley Dickstein, City Manager
           Office of the City Manager

FROM:  Dave Johnson, IT Systems Supervisor
        Department of Information Technology

SUBJECT: Service Agreement for Avenu Government Systems, LLC

Attached please find the service agreement between the City of Dayton and Avenu Government Systems, LLC for annual remote database administrative, consulting, and Banner support services. The current agreement for services will expire April 30, 2021. To maintain continuity of service, this agreement will be effective starting May 1, 2021 through April 30, 2022.

If you have any questions, please feel free to call me at extension 6323.

APPROVED:

E-SIGNED by Jon Rike
on 2021-04-21 20:55:00 GMT

Jon Rike, CIO
Department of Information Technology

Attachments
### SECTION I - to be completed by User Department

<table>
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<tr>
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<td>Remaining Commission Approval</td>
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#### Required Documentation

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

<table>
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<th>Amount:</th>
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#### Additional Pages

- Vendor Name: Avenu Government Systems, LLC
- Vendor Address: 130 Division Street, Waite Park, MN 56387
- Federal ID: 232154345
- Commodity Code: 94620
- Purpose: Avenu Government Systems, LLC will provide remote database administration services and support for the Banner database commencing on May 1, 2021 through April 30, 2022.

### 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: 4/18/2021

 Originating Department Director’s Signature: E-SIGNED by Jon Rike on 2021-04-21 20:55:27 GMT

 CF Prepared by [Signature]  
 Date: 4/23/2021  
 CF/CT Number: CT21-29603

October 18, 2011
Technology Services Agreement

Avenu Government Systems, LLC
City of Dayton, Ohio

This agreement for technology services ("Agreement") is made by and between Avenu Government Systems, LLC, 130 Division Street, Waite Park, MN 56387 ("Avenu"), and the City of Dayton, a government entity in the State of Ohio, 130 West 2nd Street, Dayton, OH 45402 ("Client"). Avenu and Client (each individually a "party" and collectively the "parties") agree as follows:

1. SERVICES Avenu agrees to provide to Client the technology services described in the Statement of Work ("Services"), which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

2. TERM This Agreement will become effective on May 1, 2021 ("Effective Date") and will continue through April 30, 2022 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").

3. PAYMENT Client agrees to pay Avenu for the Services as set forth in Schedule A, Section C, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Avenu. Avenu will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice. Total remuneration under this Agreement shall not exceed Twenty-Five Thousand Two Hundred Dollars and Zero Cents ($25,200.00).

4. TAXES If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

5. DELIVERY AND ACCEPTANCE Client will have ten (10) business days after notification by Avenu that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

6. CONFIDENTIALITY With respect to Client business information that is confidential and clearly designated as confidential ("Client Confidential Information"), Avenu will keep that information confidential by using the same degree of care and discretion that is used with information that Avenu regards as confidential. Avenu will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Avenu; (c) is independently developed by Avenu outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Avenu is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Avenu while providing the Services. Avenu and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and will not disclose confidential
7. **OWNERSHIP, USE, AND RETURN OF DATA** All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client. All data and personal information transferred from Client to Avenu under this Agreement will be transferred by (a) Secure Large File Transfer (SLFT) that password protects and encrypts the data or (b) Avenu FTP site accessible only by account. If Client uses the Avenu FTP site, access to account information will be limited to authorized personnel. If Client transfers data or personal information to Avenu by any other means, Avenu shall not be responsible for any damages related to loss of data or personal information.

8. **ACCESS TO FACILITIES AND INSURANCE** Client agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy, including but not limited to the following coverages, which Avenu shall maintain at its sole cost and expense:

   1. General Liability Insurance, having a combined single limit of $1,000,000 in the aggregate.
   2. Errors and omissions Insurance in the amount of $1,000,000
   3. Workers Compensation Insurance in such amounts as required by law for all employees

Current certificates of insurance for all policies and concurrent policies required to be maintained by Avenu pursuant to this Article shall be furnished to the City upon reasonable request. The General Liability Insurance policy shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the policy limits stated herein. Avenu shall provide a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage below the amounts required hereunder. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

9. **FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party.

10. **WARRANTIES** Avenu warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Avenu will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Avenu will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND AVENU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. **LIMITATIONS OF LIABILITY. EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING ONE HUNDRED PERCENT (100%) OF THE FEES AND CHARGES PAID TO AVENU DURING THE PRECEEDING TWELVE MONTHS.**
PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY EXCEPT THEORIES OF WILLFULNESS OR GROSS NEGLIGENCE. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CLIENT HAS NOT WAIVED ITS SOVEREIGN IMMUNITIES BY ENTERING INTO OR PERFORMING UNDER THIS AGREEMENT.

12. TERMINATION FOR BREACH OR DEFAULT If either party materially breaches any of the terms and conditions of this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the party giving notice of breach may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination.

13. TERMINATION WITH NOTICE AND EFFECT OF TERMINATION This Agreement is subject to termination for convenience by Client upon not less than fifteen (15) days written notice to Avenu. If this Agreement is terminated before the End Date, Avenu will invoice Client for work performed to the End Date, and Client agrees to pay Avenu for those Services. Upon termination of this Agreement for any reason, all software and other Avenu-owned material will promptly be returned to Avenu at the sole expense of Client.

14. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

To Avenu: To Client:
Avenu Government Systems, LLC City of Dayton
130 Division Street 130 West 2nd Street
Waite Park, MN 56387 Dayton, OH 45402
Attn: Contracts Department Attn: Dave Johnson

With a copy to:
Avenu Government Systems, LLC
5860 Trinity Parkway, Suite 120 Centreville,
VA 20120
Attention: Contracts Department

15. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the other party will be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.
16. GOVERNING LAW  This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Ohio without reference to the principles of conflict of laws.

17. ENTIRE AGREEMENT  The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

18. MODIFICATION  The parties to this Agreement 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, and is executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

19. INDEMNIFICATION  Avenu shall indemnify Client and its elected officials, officers, employees and agents (collectively, "Indemnities") from and against all third-party claims, losses, damages, and expenses of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent acts, omissions, or willful misconduct or fraud of Avenu and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing the Services; however, no indemnification will be required for any claims, losses, damages or expenses resulting from any negligence or willful misconduct of Client or any of the other Indemnites. This Article shall survive early termination or expiration of this Agreement.

20. INTEGRATION  This Agreement, the attached exhibits, and any Software License Agreement executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

21. NON-DISCRIMINATION  Avenu 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 and as if specifically rewritten herein and that failure of Avenu to comply therewith shall constitute a breach of this Agreement entitled City, at its option, to terminate this Agreement.

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

Avenu understands and agrees that none of its employees, agents or contractors are City of Dayton employees, and, therefore, none shall be entitled to, nor will any make a claim for, any of the emoluments of employment with the City of Dayton. Avenu further understands and agrees that none of its employees, as a result of performing services under this Agreement, are “public employees” for the purpose of
Technology Services Agreement

membership in the Ohio Public Employees Retirement System (OPERS).  Avenu shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

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

24. BACKGROUND CHECK  Avenu’s personnel may be subject to criminal history background check(s) (including but not restricted to fingerprinting and identity verification).

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Government Systems, LLC

Signature

Mike Melka
Name

CFO
Title

4/14/2021
Date

City of Dayton, Ohio

Signature

Name

Title

Date
Technology Services Agreement

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

__________________________, 2021

Min. / Bk._______Pg._______

________________________
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:
4/11/2021

X John Musto for
City Attorney

Signed by: Musto, John
Avenu Services

1. Avenu will provide remote database administration services ("Services") for the Client.

2. Avenu will provide the Services for the Avenu system(s) specified below under Remote DBA Deliverables.

3. An Avenu project manager will be responsible for coordinating the resources and schedules for the mutually agreed upon Services.

4. Avenu will provide up to one hundred forty-four (144) service hours (on a shared services basis) over the Term of the Agreement ("Service Hours"). Use of Service Hours in excess of twelve (12) hours per month may result in all Service Hours being expended prior to the End Date of the Term. Client Agrees to pay for additional Service Hours at the hourly rate set forth in Section C of this Schedule A.

5. Avenu will use the hours to provide the services described in Section B, below, as requested by Client, in accordance with the provisions of the Agreement and this Schedule A.

B. Remote DBA Deliverables

1. Avenu will review and document the existing computing environment and discuss the goals and direction of Client with representatives of the Client.

2. Avenu will periodically connect into the Client computer system to review and monitor the Oracle environment and operating characteristics of the Avenu system(s), and propose needed changes, upgrades, and tuning adjustments as necessary.

3. Avenu staff will coordinate with data processing and administrative staff to assist in or implement any needed changes.

4. The Client Information Systems Manager and Avenu consultant will mutually agree upon the monthly hours expended to monitor and support the system.

5. Avenu agrees to perform the following support activities, as requested by Client:

   (a) Assist in developing the policies regarding the administration of the Avenu system(s) and work towards devising a mutually agreeable plan for performing database maintenance that will minimize impact to the Client's production computer environment.

   (b) Perform periodic Avenu system and Oracle upgrades delivered by Avenu for the following Avenu systems: Finance and Human Resources. Upgrades must be scheduled in coordination with Information Systems staff and are typically performed in a test environment, then placed into the production environment after end users approve changes.
Technology Services Agreement

(c) Assist Client to install minor software corrections and fixes for the Oracle and Banner Finance systems when received from Avenu.

(d) Periodically, dial-in to monitor database activities, tune the database and work with the system and network manager(s) to improve overall performance.

(e) Develop and implement security and backup/recovery plans.

(f) Create new accounts and grant and revoke database privileges.

(g) Identify and resolve data and application-oriented problems. Help system and network managers identify problems in their areas.

(h) Propose changes, upgrades or tuning adjustments as necessary. Coordinate with the Information Systems staff to assist with or implement recommended changes, including on-site visits as necessary.

6. After hours work should be scheduled at least two weeks in advance. Avenu realizes that certain emergency situations may arise that will dictate off hours work be performed immediately, but work efforts such as upgrades or maintenance that need to be performed must be scheduled in advance. Services provided after hours will be charged at a double-time rate, i.e., each hour of service will be charged at a rate equivalent to two (2) service hours.

7. If requested, Avenu will send personnel on-site to perform any of the previously mentioned tasks. Client agrees to reimburse Avenu for all travel and living expenses related to on-site assistance.

C. Fees and Payment

1. Avenu will invoice Client on a fixed fee basis, and Client agrees to pay Avenu, twenty-five thousand two hundred dollars ($25,200.00) for the Services in monthly installments of two thousand one hundred dollars ($2,100.00) per month.

2. For Services provided above and beyond the 144 Service Hours during the Term, Client agrees to pay Avenu at the rate of one hundred seventy-five dollars ($175.00) per hour. Additional Service Hours must be requested in writing by an authorized representative of Client.

3. Reimbursable expenses are not included in the fees for Service Hours, and will be invoiced monthly, as expenses are incurred.

4. Activities related to the provision of on-site Services (including preparation time, actual travel time, identification of follow-up tasks, preparation of a written trip report, telephone consultation, and management follow-up) will be charged against available Service Hours.
City Manager’s Report

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name Evans, Mechwart, Hambleton & Tilton
Address 5500 New Albany Road
Columbus, Ohio 43054

Date April 28, 2021
Expense Type Service Agreement
Total Amount $133,006.00 (thru 12/31/2027)

Fund Source(s) Fund Code(s) Fund Amount(s)
2020 Infras Titus Property Clean OH Bridge St/Wolf Creek Corridor Proj
49023-6450-1159-54 41762-6450-1159-54
$92,306.00 $40,700.00

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

Description

WESLEYAN BIKE PATH STREAM MITIGATION AGREEMENT FOR CONSULTING SERVICES

The Department of Public Works requests permission to enter into an agreement with Evans, Mechwart, Hambleton & Tilton (EMH&T) to perform the stream mitigation services in connection with the Wesleyan Bike project. The consultant will perform all necessary engineering services required to stabilize Wolf Creek.

The Stream Mitigation services are being funded by Ohio Public Works Commission Clean Ohio, City of Dayton Debt Financed General Capital Funds and City of Dayton General Capital Funds.

The agreement commences upon execution by the City and shall terminate on December 31, 2027. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval
Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 06/2016
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>
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<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/27</td>
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<tr>
<td>Original Commission Approval</td>
<td>$ 133,006.00</td>
</tr>
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<td>Initial Encumbrance</td>
<td>$ 133,006.00</td>
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<td>Original CT/CF</td>
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<td>Increase Encumbrance</td>
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<tr>
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</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

Amount: $ 92,306.00

Fund Code: 49023 - 6450 - 1159 - 54 - - -

Amount: $ 40,700.00

Fund Code: 41762 - 6450 - 1159 - 54 - - -

Attach additional pages for more FOAPALs

Vendor Name: Evans, Mechwart, Hambleton & Tilton

Vendor Address: 5500 New Albany Road  Columbus, Ohio  43054

Federal ID: 310685594

Commodity Code: 96164

Purpose: Professional Services Agreement for Stream Mitigation for the Wesleyan Bike Path Project

Project

Contact Person: Joe Weinel  Public Works/Civil Engineering  3/16/2021

Department/Division  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’s Signature: [Signature]  Date: 3/30/2021

CF Prepared by: [Signature]  Date: 3/31/2021  CF/CT Number: CT21-2953
**SOURCES AND USES**

**Project Name:** Bridge Street and Wolf Creek Corridor  
**Fund No.:** 49023  
**Project Description:** Demolition of building and clean up of the Titus Property at Bridge Street

### SOURCES

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### USES

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<td><strong>TOTAL</strong></td>
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2/7/20 jrw
Wesleyan Bike Path
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement"), dated this ____ day of __________, 2021 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and Evans, Mechwart, Hambleton & Tilton, Inc. (DBA EMH&T, Inc.) ("Consultant");

WITNESSETH THAT:

WHEREAS, City submitted a Request for Proposal for Stream Mitigation for the Wesleyan Bike Path Project; and

WHEREAS, Consultant responded to City’s Request for Proposal, setting forth that it is experienced and qualified to provide the property acquisition services for the Project, and willing to provide such professional Environmental Engineering Services to City, a copy of which response is attached hereto as Exhibit B; 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 Stream Mitigation for the Wesleyan Bike Path 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 stream mitigation 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.
ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed One Hundred Thirty Three Thousand Six Dollars ($133,006.00) 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 dated February 19, 2021 attached as Exhibit B. 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, 2027, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4- INDEMNIFICATION

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

In the event where such claims are caused by the joint or concurrent negligence of the City, Consultant’s indemnification obligation shall be limited to the proportionate extent of Consultant’s (and those for whom it is legally liable) negligence in the performance or non-performance of its services.

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: EMH&T
5500 New Albany Road
Columbus, Ohio 43054
Attention: Miles Hebert

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 disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private". Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

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

Nothing in this 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.
IN WITNESS WHEREOF, City and Consultant, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above.

CITY OF DAYTON, OHIO

________________________________________
City Manager

EVANS, MECHWART, HAMBLETON
& TILTON, INC. (DBA EMH&T, INC.)

By:_____________________________________

Title:___________________________________

APPROVED AS TO FORM
AND CORRECTNESS

_______________________________________
City Attorney

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

_________________________, 20__

Min./Bk. _____  Pg. _____

_______________________________________
Clerk of the Commission
EXHIBIT A

CITY OF DAYTON
STREAM MITIGATION
FOR
WESLEYAN BIKE PATH
City of Dayton, Ohio
Department of Public Works

DIVISION OF CIVIL ENGINEERING
PROFESSIONAL SERVICES FOR DESIGN ENGINEERING

STREAM MITIGATION FOR WESLEYAN BIKE PATH

REQUEST FOR PROPOSAL (RFP)

JANUARY 2021
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: joe.weinel@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 proposal and any additional documentation may be found at the City of Dayton’s website at: http://daytonohio.gov/bids.aspx

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

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>January 29, 2021</th>
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</thead>
<tbody>
<tr>
<td>Proposer's Deadline to Submit Questions:</td>
<td>5:00 PM on February 15, 2021</td>
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<tr>
<td>City's Written Responses to Questions:</td>
<td>February 17, 2021</td>
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<tr>
<td>Due Date and Time for Proposals:</td>
<td>4:00 PM on February 19, 2021</td>
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1.03 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and 3 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

Professional Services for Property Acquisition
City of Dayton, Division of Civil Engineering
Joseph Weinel
City Hall, 5th Floor
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address by February 19, 2021 on the 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. Facsimile and e-mailed proposals are not acceptable.

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 Requests for Proposal. 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 proposer on the basis of proposals 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 as a result of this RFP. In the event that 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 of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

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

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

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

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

- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP sections/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 Selection Committee.

The selection committee members for the project are:

<table>
<thead>
<tr>
<th>Joseph Weinel</th>
<th>Civil Engineering</th>
<th>Chief Engineer (Project Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Escobar</td>
<td>Civil Engineering</td>
<td>Senior Engineer II</td>
</tr>
<tr>
<td>Brian Zamostuy</td>
<td>Civil Engineering</td>
<td>Senior Engineer I</td>
</tr>
<tr>
<td>Keny Roy</td>
<td>Water Engineering</td>
<td>Senior Engineer I</td>
</tr>
</tbody>
</table>

City of Dayton, Ohio
Request for Proposal
1.07 **CRITERIA.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and

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<td>2</td>
<td>Previous Experience</td>
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<tr>
<td>4</td>
<td>Design Approach</td>
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<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>
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<td>7</td>
<td>PEP Certified Vendor</td>
<td>5%</td>
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<td></td>
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**SECTION 2 – SCOPE OF PROJECT**

The City of Dayton, Ohio, requests proposals for Professional Design Engineering Services.

2.01 **OBJECTIVE**

To provide Design Engineering Services for the Wesleyan Bike Path project, located in the City of Dayton, Montgomery County. Wolf Creek is currently eroding into the bank that supports the City owned railroad from 1,350 feet northwest of Bridge Street to 2,000 feet northwest of Bridge Street. The City of Dayton proposes to relocate Wolf Creek to the south in order to stabilize the bank supporting the railroad and to install a bike path.

2.02 **REQUIREMENTS**

All consultants will be ODOT prequalified for Bicycle Facilities and Enhancement Design, Waterway Permit, and Stream Mitigation with at least five completed stream restoration projects.

2.03 **SCOPE OF WORK**

Consultants shall design the relocation of Wolf Creek. The stream needs to be relocated to allow for the installation of bike path and the bank stabilization.

1. Conduct a geomorphic survey of existing Wolf Creek channel for preparation of temporary stabilization and permanent repair plan. May include some or all of the following tasks: bed load assessment, stream cross section survey, stream longitudinal profile survey, bankfull elevation survey, and bank erosion assessment. Due by 6/1/2021.
2. Prepare a NWP 27 Modification for the temporary stabilization plan. As needed, assist with agency coordination (email/letter correspondence, conference calls, etc.) (Separate Fee) Due by 10/1/2021.

3. Consultant shall prepare the document and file for an Ohio EPA 404 permit. (Separate Fee) Due by 10/1/2021.

4. Consultant shall prepare the document and file for an Army Corps of Engineers 401 permit (Separate Fee). Due by 10/1/2021.

5. Preform a preliminary engineering study to develop the preferred alternative for the stream stabilization, relocation, and restoration of Wolf Creek. (Separate Fee) Due by 8/1/2021.

6. Develop a biddable set or design plans for relocation and restoration of Wolf Creek including the stabilization of the bank and the rough grade for the proposed bike path. The existing plans should serve as the basis, with the completed work (that has remained stable) shown as the existing conditions. Plan and cross section (or typical sections) views along with quantities, notes, etc. should be included. The new plan set should also delineate the areas that are stable and that the contractor will not be allowed to disturb. Perform additional topographic survey of existing condition as necessary to complete the new design plan set. A stage 2 and stage 3 set of plans shall be submitted for review. (Separate fees). Due by 2/1/2022.

7. The new plan set should also delineate the Project is located in a FEMA Flood Plan Zone AE with floodway and Base Flood Elevations. The selected consultant shall provide a channel realignment design that has been certified to meet the “no rise” (<0.00-foot rise) condition. Due by 2/1/2022.

8. The selected consultant must provide a hydraulic analysis that documents the “no rise” condition. This analysis must include obtaining the original model from FEMA, duplicating the original model, correcting the model to current conditions, and the proposed model with the new alignment. The hydraulic analysis for the flood plain coordination shall be completed with both 1-D analysis software (such as HEC-RAS) and a 2-D analysis to provide additional information and insight into the entire system that could also be helpful with the stream re-alignment and restoration. (Separate Fee) Due by 2/1/2022.

9. The consultant shall prepare a storm water pollution prevention plan. (Separate Fee) Due by 2/1/2022.

10. As needed, assist with agency coordination (email/letter correspondence, conference calls, etc.) and prepare any necessary waterway permit documentation related to permanent repair plan.

11. An if authorized fee shall be provided for preparation and agency coordination of a Conditional Letter of Map Revision (including all necessary support documentation), in the event it is concluded (with City of Dayton concurrence) the “no rise” condition can not be met.

12. An if authorized fee shall be provided for preapplication meeting with the Army Corps of Engineers.

13. All permit applications shall be submitted through the ODOT’s waterway permitting process.

Post-Construction Monitoring and adaptive Management Services (Separate Fee)

1. Perform five year post construction monitoring and adaptive management tasks for the restored Wolf Creek channel in accordance with the Final Mitigation Plan and waterway permit authorization.

2. Perform a geomorphic survey (longitudinal profile, on the stream cross section at minimum and the pool cross section at minimum to evaluate the stream stability per the original design, (May of each year).

3. Document the presence and degree of erosion (May of each year).

4. As needed, perform minor seeding, erosion control blanket maintenance, embankment and RCP maintenance, live stave maintenance, tree replacement/new tree planting, invasive species control, and watering to repair minor flood damage and/or address vegetation damage/loss.

5. Prepare post construction annual monitoring report for City Review (November 1 of each year).
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of 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 review the list of Minority, Women and Small Businesses at http://daytonhrc.org/business-technical-assistance/certification/procurement-enhancement-program/ for certified subcontractors.

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 file an Affirmative Action Assurance form (“AAA Form”) with the City’s Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

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, 2035, 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 an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS ($XXXX,000.00). Contractor 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 is responsible for all matters described in an Exhibit, City’s Responsibilities, which is incorporated herein by reference.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE –

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

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

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

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

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:                                               

City of Dayton, Ohio
Request for Proposal
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

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

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

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

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular 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.
City of Dayton, Ohio
Department of Public Works
DIVISION OF CIVIL ENGINEERING
STREAM MITIGATION FOR WESLEYAN BIKE PATH
JANUARY 2021

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

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

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

Key Personnel:

<table>
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<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton: YES / NO</th>
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City of Dayton, Ohio
Request for Proposal
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. Do not use the City of Dayton as a reference.

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

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

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: ________________________________
Bidding Company: ____________________________________
Address: ____________________________

Signature/Title: ______________________________________
Federal I.D.#: ________________________________
Phone No.: ________________________________
FaxNo.: ________________________________
EXHIBIT B

EVANS, MECHWART, HAMBLETON & TILTON, INC. (DBA EMH&T, INC.)

PROPOSAL FEBRUARY 19, 2021
Proposal Response

Comprehensive capabilities and resources.

Our proposal response describes both our restoration approach for Wolf Creek through the project reach, and the design and permitting approach required to achieve that restoration.

Stream Restoration Approach

The Wolf Creek corridor along the project area is confined by a railroad embankment to the north and existing residential and commercial development to the south. As a result, there is a limited natural floodplain, applying additional stress to the stream channel in terms of flow carrying capacity. The existing stream bed exhibits physical qualities conducive to aquatic habitat and Wolf Creek has been designated as being in attainment of the Designated Aquatic Use Life (AUL) Warm Water Habitat by the Ohio EPA. These existing conditions set the design parameters we will apply to designing the proposed stream restoration, shown on Figure 1, summarized on the following page. The figure depicts the proposed Wolf Creek restored stream channel, based on using available 2-foot contour topography and applying grading assumptions for embankment fill, and excavation of the new channel.

Earthen Embankment: The proposed embankment along the north of Wolf Creek will be sufficient to protect existing infrastructure from erosion and provide a corridor for the future bike path, including a safety zone. The extent of that embankment, based on line work for the future bike path, is shown on Figure 1 and is a limiting factor in setting the proposed stream channel alignment.

Bankfull Channel Size and Shape: The relocated Wolf Creek channel will be based on the determination of a stable bankfull channel geometry, and accounting for proposed earthen embankment between the railroad tracks and the new channel location. Wolf Creek has a watershed area of approximately 68.5 square miles at the location of the project reach. Simply for the purpose of this proposal, we applied the regression equations in the U.S. Geological Survey (USGS) Scientific Investigation Report 2005-5153, Bankfull Characteristics of Ohio Streams, from which we estimated a bankfull channel area of 364 square feet, and a channel geometry with a width of 67 feet and average depth of 5.5 feet, which provides for a desirable width-to-depth ratio of 12. The bankfull channel area and width-to-depth ratio will be critical design parameters that we will refine as part of the
stream geomorphic survey described under our Design and Permitting Approach.

**Channel Bed and Bank Reinforcement**: The restored channel bank will be constructed using a variety of natural materials. The fact that the north side of the channel is being constructed using embankment fill requires, and also allows for, a variety of rock, wood and vegetative materials to be used. The south side of the restored channel is being constructed by excavating in-situ soils. Depending on the make-up of the buried soils on the south side of Wolf Creek, the bank stabilization materials applied to that side of the channel may be minimal. The design of the restored streambed profile will include the same habitat features that appear to be present in the existing channel. We will determine the appropriate length and depth of pools and riffles to be constructed along the project reach. The riffles are valuable habitat features and also serve as grade control within the channel to protect against future bed and bank erosion.

**Floodplain Bench**: A floodplain bench will be applied along the south side of the restored channel, for the purpose of providing a riparian planting zone and reducing stress on the restored channel. The extent of the floodplain bench will also be an important factor in the floodplain modeling to determine a 'No-Rise' solution, in conformance with the City of Dayton's floodplain regulations. Optimally, the proposed stream restoration would provide for a floodplain bench on both sides of the channel. Based on the grading shown on Figure 1, the extent of the proposed embankment on the north side of Wolf Creek will need to be evaluated further to allow for additional floodplain bench area.

**Design and Permitting Approach**

EMH&T's design and permitting approach reflects our understanding of what the regulatory agencies will require for stream mitigation for the proposed Wesleyan Bike Path project, experience with other similar projects, and working with ODOT and
their waterway permitting process. The summary provided below follows the individual scope of work tasks in the City’s RFP. The project schedule provided at the end of the approach indicates how these tasks would be performed in concert with one another.

1. Stream Geomorphic Survey and Data Analysis: EMH&T will collect data through a Level II geomorphic survey of Wolf Creek in a section of the watercourse that is deemed to be a suitable reference reach. The topographic survey performed to support the project design will also be used to identify both stable bankfull channel parameters and impairments that exist within the project reach. The location of the reference reach survey will be coordinated with the City to confirm access to the site is permissible. EMH&T will use the RiverMorph computer software to analyze the field data and identify a stable bankfull geometry, and the spacing and sizing of pools and riffles. This information will be applied to the Preliminary Engineering Study (Task 5).

2. As indicated in Addendum #1, dated February 15, 2021, this item of the scope is not needed.

3. USACE Permitting: Placement of fill below the Ordinary High Water Mark (OHWM) of Wolf Creek and potential wetland impacts are expected as part of this project. As such, the project will require authorization under a U.S. Army Corps of Engineers (USACE) Section 404 Permit, and may require additional authorization from the Ohio EPA, such as a Director’s Authorization (DA) or Individual Section 401 Water Quality Certification (WQC), as discussed in item #4 below. The regulatory agencies may require mitigation for stream and wetland impacts.

EMH&T will help to navigate the City of Dayton through the permit process, regardless of whether the City uses ODOT’s waterway permits process, to successfully obtain the required permits while reaching the schedule and budget goals of the client. Additionally, we have established knowledge of the project site and can streamline the permitting process because we conducted the ecological fieldwork (i.e. mussel reconnaissance survey and ODNR coordination) as part of the Level 1 ESR. We know the limits of the water resources and have an understanding of the surrounding area. The proposed permit strategy is based upon our experience in permitting similar projects.

Our approach reflects our understanding of the stream mitigation for the proposed Wesleyan Bike Path project, experience with other similar projects, and working with ODOT and their waterway permitting process.

A Waterway Permit Determination Request (PDR) package will be prepared in conformance with the requirements of ODOT’s current Waterway Permits Manual. EMH&T will utilize the Stage 2 design documents to calculate temporary fill and permanent fill impacts.

Section 404 Nationwide Permits (NWPs) are general permits issued by the USACE for projects with cumulative impacts of less than 0.5 acres of jurisdictional waters. Based on the Stream Restoration Approach described previously, we propose the project will be eligible for one of these two NWPs, which will be verified through the PDR process: Nationwide Permit #27, Aquatic Habitat Restoration; or, Nationwide Permit #13, Bank Stabilization.

Nationwide Permit #27: NWP 27 may be used for the restoration of streams that results in a net increase in aquatic resource functions and services. Stream restoration based on natural channel design principals is typically authorized using this NWP. In order to obtain approval from the USACE for the use of NWP 27, a Pre-construction Notification (PCN) will be prepared in accordance with the requirements of the NWP and ODOT’s current Waterway Permits Manual.

A proposed project that issued a NWP 27 is expected to comply fully with the special limitations and conditions of the state certification of that NWP. Accordingly, an additional DA is not expected to be required from the Ohio EPA. A NWP 27 will require evidence of significant ecological benefits to the channel, will require a conservation easement.
be placed over the project corridor, and will
require some amount of post-construction
monitoring. Projects authorized under this NWP
are typically viewed as "self-mitigating" as they
inherently result in increases in aquatic resource
functions. As such, it is unlikely that the USACE
would require separate mitigation under the
NWP 27 scenario.

Nationwide Permit #13: NWP 13 may
be utilized for this project if a NWP 27 is
determined to be undesirable through the PDR
process; however it will require an exception
from the maximum 500 feet of project length
stated in the special conditions for that NWP.
In order to obtain approval from the USACE
for use of NWP 13, a PCN will be prepared in
accordance with the requirements of the NWP
and, if applicable, ODOT's current Waterway
Permits Manual. Due to the exceedance of
the 500 foot limit, a DA from Ohio EPA will be
required, and the Ohio EPA may also require
mitigation for the stream and wetland impacts.

4. Ohio EPA Director's Authorization (if
Authorized): This task would apply if the
PDR process determines we should pursue
a NWP #13 for the proposed project. The
DA will be issued in lieu of pursuing
an Individual 401 WQC for the project, due
to the exceedance of the 500 foot limit. It is
our opinion that a DA will be issued for this
project and an individual 401 WQC will not be
necessary. EMH&T will provide the required
services and negotiate in good faith with the
Ohio EPA to obtain a DA on the Client's behalf.
The permit application must demonstrate
that the project will have minimal impacts to
water quality and include a mitigation plan to
compensate for stream impacts. EMH&T will
present information indicating the proposed
project is self-mitigating and will include the
appropriate post-construction monitoring
proposals.

5. Preliminary Engineering Study: EMH&T will
complete a study to develop a Schematic
Design Plan for the stream restoration project.
This is a critical step in the overall design
process and will involve coordination with the
City to ensure the study accounts for essential
information regarding the alignment of the
future Wesleyan Bike Path, and ensuring the
project will provide adequate protection to all
existing infrastructure along the project corridor.
This study and the Schematic Design Plan will
account for the City's expectations in terms
of limits of disturbance and how the restored
stream channel through the project corridor
should look and function.

Given the importance of the outcome of the
Preliminary Engineering Study, we will perform
the topographic survey referenced under Task
6 to apply that information as part of the study
and ensure the accuracy and feasibility of the
Schematic Design Plan. As part of this study,
we will discuss with the City the possibility
of obtaining geotechnical data, specifically
along the south side of the Wolf Creek channel
through the project reach. At a minimum, we will
utilize desktop research of published soils data
to inform the development of the Schematic
Plan. A geotechnical (subsurface) investigation
would provide data we would use to determine
the type of material that will be excavated as
part of the stream restoration construction, and
how that material may be used to construct the
required embankment.

As part of the Preliminary Engineering Study
process, EMH&T will perform preliminary
floodplain modeling in accordance with Task
8. The results of this modeling will be used to
inform the design of the new channel in terms of
accounting for the required bank protection, as
well as allowing us to evaluate various grading
plan iterations for the floodplain bench adjacent
to the new channel. The goal of this preliminary
floodplain modeling will be to determine a No-
Rise solution, which would allow the project to
be implemented without requiring a Conditional
Letter of Map Revision (CLOMR) from FEMA.
If that goal appears to be unattainable, we will
discuss other design options with the City, and

The Schematic Design Plan will be developed with
the intent of supporting an application to OPWC for a Clean
Ohio Conservation Fund grant and expect the Preliminary
Engineering Study documentation to be suitable for use in the
grant application.
also discuss the feasibility of obtaining a CLOMR for the project based on adverse impacts to adjacent properties.

EMH&€T will complete a preliminary determination of material quantities and develop an Engineer's Estimate of Probable Construction Costs (EOPCC) for the proposed project. The results of this study, including the data and analysis from Task 1, will be documented in a summary engineering memorandum and provided to the City for review with the Schematic Design Plan. This memorandum will provide a discussion of the waterway and floodplain permitting process required for the implementation of the project. We anticipate this information will be shared with ODOT for review and acceptance of the design approach and permitting process. For this reason, we have accounted for a design review workshop with the City (and ODOT) to review and discuss the Preliminary Engineering Study.

The Schematic Design Plan will be developed with the intent of supporting an application to OPWC for a Clean Ohio Conservation Grant. We have not included fees for creating color renderings that we could also provide upon request, but we would expect the Preliminary Engineering Study documentation to be suitable for use in the grant application.

6. Stage 2 and 3 Engineering Plans: Once the City and other project stakeholders provide feedback and we gain consensus on the Schematic Design Plan, EMH&€T will proceed with developing Stage 2 and Stage 3 engineering plans. These plans will include detailed grading, cross-sections, typical sections, a planting plan, material and construction specifications, erosion and sediment control, and additional information commonly associated with a stream restoration project. The Stage 3 plans will also include a water management plan, with the intent of creating a phased construction approach to allow as much of the project to be constructed ‘in the dry’ as possible. As noted previously, the topographic survey required to support the design process will have been collected and utilized in conjunction with previous tasks. We are anticipating design review workshops with the City following submittal of the Stage 2 and 3 plans to facilitate the plan review process and ensure we are properly accounting for all of the City’s feedback, as well as to discuss the permitting process.

7. FEMA Floodplain: As part of Task 7, EMH&€T will perform final floodplain study modeling to confirm the No-Rise outcome of the stream restoration project, and that information will be provided to the City as part of the Stage 2 and 3 plan submittals. The Stage 3 submittal will include a completed floodplain permit application for the City to authorize as part of the plan approval process.

8. Hydraulic Analysis: The floodplain modeling discussed previously will be performed using the HEC-RAS software and will be initially based on the FEMA-published floodplain model for Wolf Creek. The various levels of modeling required by FEMA and described in the City’s RFP will be completed as part of the process of developing a No-Rise determination. The No-Rise determination will be based on comparing the results of the Proposed Conditions model to the Current (Existing) Conditions model.

9. Stormwater Pollution Prevention Plan (SWPPP): EMH&€T will prepare a SWPPP in accordance with Ohio EPA guidelines and provide that document to the City as part of the Stage 3 Plan submittal.

10. Agency Coordination: EMH&€T will provide on-call services regulatory agency coordination as requested by the City to support the overall waterway permitting process. Our fees for preparing waterway permitting, mitigation and monitoring processes included under Tasks 2 and 3.
11. CLOMR (if Authorized): If a No-Rise determination is not achievable for the proposed stream restoration project or the City otherwise requires a CLOMR from FEMA, we will prepare the necessary application documentation. The application will utilize the summary engineering documents and floodplain modeling described previously, and will include the required MT-2 application forms. We will also include the information required under Section 65.12 of the National Flood Insurance Program (NFIP) regulations in the application. We will coordinate with the City in providing the required property owner notification.

12. Pre-application Meeting (if Authorized): EMH&T will participate in pre-application meetings with the USACE and/or Ohio EPA at the request of the City.

13. EMH&T is familiar with and will adhere to the protocols associated with ODOT’s Waterway Permitting process.

**Post-Construction Monitoring**

There are numerous variables that go into determining the extent of the required post-construction monitoring, assuming this monitoring is tied to the waterway permitting process.

For the purpose of responding to the City’s RFP, we have provided fees associated with performing the monitoring as it is described in the RFP; however, we believe this effort can be substantially reduced as a result of our approach to waterway permitting for this project. As part of this post-construction monitoring process, EMH&T will provide monitoring for two years after the completion of construction and provide annual reports for delivery in November of each year.

**Clarification and Exclusions**

The following services are specifically excluded from our fee proposal. Should any of these services or other additional services become necessary, they will only be performed upon receipt of written authorization by the City.

- Individual Section 404 Permit and/or 401 Water Quality Certification applications
- Cultural resources literature review and/or Phase I/II Surveys
- Endangered Species Survey(s), beyond the mussel surveys
- Mitigation efforts using mitigation bank and/or in-lieu fee program
Delivering Solutions.

Proposed Fees

EMH&T has estimated fees to complete the City's Scope of Work, and also accounting for our design and permitting approach to the project. We believe we have fully captured the effort required to successfully complete the project, based on what we know from the City's RFP and our on-going related work for the City. If selected, we will confirm the Scope of Work with the City and provide a more detailed scope document and fee proposal for the City to review and approve. These fees do not include specific grant funding support services or the geotechnical services described previously, nor do they include fees for waterway permitting beyond what is described in our Project Approach. Our estimated fees do include the cost of providing both hard copy and electronic submittals of the reports and engineering plans described in our Project Approach.

Our total estimated fee, not including If Authorized tasks, is estimated to be $133,006.00, distributed by the tasks listed in the RFP.

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<tr>
<th>Task No.</th>
<th>Task Description</th>
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<td>Section 404 NWP (USACE)</td>
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<td>Director's Authorization (Ohio EPA)</td>
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Proposed Schedule

EMH&T has prepared a project schedule (shown on the following page) based on the scope of work in the City's RFP. As noted previously, we have grouped certain tasks in a manner that will ensure the desired timelines are achieved. Although not specifically identified in the City's RFP, we have included activities related to Project Coordination, which includes our interactions with the City and other project stakeholders throughout the duration of the project. This includes a kick-off meeting, monthly progress meetings and/or design review workshops. This level of communication is essential to ensure the project stays on schedule and we obtain feedback from all stakeholders during the study and design process.

The schedule indicates we can achieve the milestone deliveries stipulated in the City's RFP. It is important to note that the permitting approach described previously will allow us to obtain waterway permits from the regulatory agencies within the same timeframe as completing the design plans for the project. If the project requires a CLOMR from FEMA, the schedule indicates it will not be issued until later in 2022.
### Schedule

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- **CONSULTANT ACTIVITY**
- **CITY ACTIVITY**
- **REGULATORY AGENCY ACTIVITY**
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual
John R. Jurgensen Company

Address 1780 Enon Road
Springfield, Ohio 45502

Date April 28, 2021
Expense Type Award of Contract
Total Amount $ 1,136,791.15 Thru 8/13/23

Fund Source(s)                  Fund Code(s)                  Fund Amount(s)
Residential Asphalt Resurfacing 26902-6450-1428-54               $ 1,122,300.75
Storm Capital Funds              58002-3420-1428-54-ST1001                         $ 5,070.00
Sanitary Capital Funds          55004-3420-1428-54-SF1001                         $ 5,070.00
Water Capital Funds             53003-3420-1428-54-WF1004                         $ 4,350.40

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

Description

2021 CDBG RESIDENTIAL ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL / 10% HUD SECTION 3 PARTICIPATION ACHIEVED)
(FEDERAL CDBG FUNDS)

This 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 bidder, John R. Jurgensen Company, in the amount of $1,136,791.15. This amount includes the base bid in the amount of $1,045,078.48, and Alternate No. 1, Contingency Allowance, in the amount of $91,712.67. The estimated cost for the project was $1,145,570.00. Project completion is August 13, 2021.

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

X New Contract

Renewal Contract

Change Order:

Contract Start Date

Upon Execution

Expiration Date

08/13/23

Original Commission Approval

$ 1,136,791.15

Initial Encumbrance

$ 1,136,791.15

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: $ 1,122,300.75

Fund Code 26902 - 6450 - 1428 - 54 -

Fund Org Acct Prog Act Loc

Amount: $ 5,070.00

Fund Code 58002 - 3420 - 1428 - 54 - ST1001 -

Fund Org Acct Prog Act Loc

Amount: $ 5,070.00

Fund Code 55004 - 3420 - 1428 - 54 - SF1001 -

Fund Org Acct Prog Act Loc

Amount: $ 4,350.40

Fund Code 53003 - 3420 - 1428 - 54 - WF1004 -

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.

Vendor Address: 1780 Enon Road Springfield Ohio 45502

Street City State Zip code + 4

Federal ID: 31-0578656

Commodity Code: 96896

Purpose: Award of Contract for 2021 CDBG Residential Asphalt Resurfacing (10% HUD Section 3 Participation Goal)

Contact Person: David Escobar

Public Works/Civil Engineering 4/16/2021

Department/Division 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] 4/20/2021

CF Prepared by: [Signature] 4/19/2021

CF/CT Number: CT21-29664
April 1, 2021

TO: David Escobar, Senior Engineer II
Public Works
Civil Engineering

FROM: Chrisondra Goodwine, Interim Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: 2021 CDBG Residential Resurfacing (10% HUD Section 3 Participation Goal)

The apparent low bidder, John R Jurgensen.Co., submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that John R Jurgensen.Co., 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 + ALTERNATE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>John R Jurgensen.Co.</td>
<td>$1,045,078.78</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 Company Inc.</td>
<td>$105,000.00</td>
<td>10% HUD 3</td>
</tr>
</tbody>
</table>

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

CAG
**Dayton, Ohio**

Department of Public Works

Bid Tabulation For: 2021 CDBG Residential Asphalt Resurfacing (10% HUD Section 3 Participation Goal) (Federal CDBG Funds)

---

**Bid Opening Date:** March 4, 2021  
**Cost Estimate:** $1,145,570.00  
**Estimated Time Of Completion:** August 13, 2021

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>John R. Jurgenzen Company</em></td>
<td>$1,045,078.48</td>
<td>-0-</td>
<td>$1,045,078.48</td>
</tr>
<tr>
<td></td>
<td></td>
<td>August 13, 2021</td>
<td></td>
</tr>
<tr>
<td>Barrett Paving Materials, Inc.</td>
<td>$1,167,105.50</td>
<td>-0-</td>
<td>$1,167,105.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>August 13, 2021</td>
<td></td>
</tr>
</tbody>
</table>

*Awarded  
Revised 9/14/98*
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
2021 CDBG Residential
Asphalt Resurfacing (107)
HUD Section 3 Participation
Goal) (Federal CDBG Funds)

Bidder
John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</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>81,000</td>
<td>$1.73</td>
<td>$140,130.00</td>
</tr>
<tr>
<td>ODOT 253</td>
<td>Pavement Repair</td>
<td>S.Y.</td>
<td>125</td>
<td>$45.00</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>8,100</td>
<td>$1.00</td>
<td>$8,100.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2&quot;)</td>
<td>Tons</td>
<td>9,000</td>
<td>$90.00</td>
<td>$810,000.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>81,000</td>
<td>$0.45</td>
<td>$36,450.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Bump</td>
<td>Each</td>
<td>3</td>
<td>$1,900.00</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>6</td>
<td>$3,100.00</td>
<td>$18,600.00</td>
</tr>
<tr>
<td>644</td>
<td>Centerline (4&quot;-4&quot;-4&quot;)</td>
<td>LF</td>
<td>222</td>
<td>$16.14</td>
<td>$3,583.08</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line (6&quot;)</td>
<td>LF</td>
<td>400</td>
<td>$6.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>13</td>
<td>$240.00</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>13</td>
<td>$540.00</td>
<td>$7,020.00</td>
</tr>
<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>32</td>
<td>$135.95</td>
<td>$4,350.40</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. 81,000 $1.05 $85,050.00

**Alternate No. 3**

- ODOT 826: Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C Tons 9,000 $10.00 $90,000.00

**Base Bid Total:** $1,045,078.48
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES ☐ NO ☑

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

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

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES ☐ NO ☑

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES ☐ NO ☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES ☐ NO ☑

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

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

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
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 Eon 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 4th day of March, 2021

[Signature]

John R. Jurgensen Company

Bidder

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

Surety

Arthur J. Gallagher Risk Management Services, Inc

Name of Insurance Agency

201 E Fourth Street, Suite 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. Thelen of Cincinnati, Ohio

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

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

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

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

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316656
Commission Expires July 18, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016: WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

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

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

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitments 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. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that:

1. the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;

2. 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 4th day of March, 2021

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 902-3403 Fax (908) 902-3656 e-mail: nury@chubb.com

Combined: FED-NG-PW-WFIC-AIC (rev. 11-19)
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

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

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $15,513,662,196, liabilities in the amount of $11,474,327,615, and surplus of at least $4,039,334,581.

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

Jillian Froment, Director

Issued 03/23/2020
Effective 04/02/2020
Expires 04/01/2021
FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS
Statutory Basis
December 31, 2019
(In thousands)

ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>$429,780</td>
</tr>
<tr>
<td>United States Government, State</td>
<td></td>
</tr>
<tr>
<td>and Municipal Bonds</td>
<td>4,559,700</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>5,314,219</td>
</tr>
<tr>
<td>Stocks</td>
<td>32,735</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>1,029,733</td>
</tr>
<tr>
<td>TOTAL INVESTMENTS</td>
<td>10,506,613</td>
</tr>
</tbody>
</table>

LIABILITIES AND SURPLUS TO POLICYHOLDERS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding Losses and Loss Expenses</td>
<td>$6,823,691</td>
</tr>
<tr>
<td>Reinsurance Payable on Losses and Expenses</td>
<td>1,433,250</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>2,014,727</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>353,115</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>849,544</td>
</tr>
<tr>
<td>TOTAL LIABILITIES</td>
<td>11,474,327</td>
</tr>
</tbody>
</table>

Investments in Affiliates:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Great Northern Ins. Co.</td>
<td>395,442</td>
</tr>
<tr>
<td>Vigilant Ins. Co.</td>
<td>341,290</td>
</tr>
<tr>
<td>Chubb Indemnity Ins. Co.</td>
<td>170,808</td>
</tr>
<tr>
<td>Chubb National Ins. Co.</td>
<td>181,053</td>
</tr>
<tr>
<td>Other Affiliates</td>
<td>57,190</td>
</tr>
<tr>
<td>Premiums Receivable</td>
<td>1,511,098</td>
</tr>
<tr>
<td>Other Assets</td>
<td>2,302,210</td>
</tr>
<tr>
<td>TOTAL ADMITTED ASSETS</td>
<td>$15,513,662</td>
</tr>
</tbody>
</table>

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, 2019.

Sworn before me this August 8, 2023.

John Taylor, Senior Vice President

Diane Wright, 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
Bidder is An Individual Firm Name ____________________________

Business Address ____________________________

Telephone ____________________________

Partnership Firm Name ____________________________

Members of Firm and Their Business Address ____________________________

Corporation Name John R. Jurgensen Co.

State of Incorporation Ohio ____________________________

Name and Title of Officers with Authority to Sign Contract ____________________________

Telephone ____________________________

Home Office Address 11641 Mosteller Rd., Cincinnati OH 45241

Local Address 1780 Enon Rd., Springfield OH 45502 ____________________________

Telephone 937 882 6233 Fax 937 882 6957 ____________________________

E-mail Luke.Trubee@jrjnet.com ____________________________

Federal I.D.# 31-0578656 ____________________________

Dated this 4th day of March, 2021 ____________________________

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

By: ____________________________

Title: General Manager
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General
Ordinances,

I, ____________________________ hereby certify that
(print name – an Officer of the company)

______________________________________
(company)

meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: ____________________________
(signature)

Title: ____________________________

Date: ____________________________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

- **Life insurance**
- **Dental insurance**
- **Vision insurance**
- **Short term disability**
- **Group medical insurance**
- **Defined benefit contribution plan**

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

- **Ohio Laborers Training Program**
- **Ohio Operating Engineers Training & Apprenticeship Program**

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

- **The Aeromark Co., LLC**
- **Pavement Technology Inc.**
- **WC Jones**
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

WC Jones

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 D. Jurgenzen 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.

☑ 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

[Signature]

[Stamp]
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio } 
COUNTY OF Clark } SS:

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. Jurgenisen Co. that
(business of organization name)

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

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

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

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

Signed
General Manager

Brenda E. Hannah
RECEIVED IN MONTGOMERY COUNTY COURT OF COMMON PLEAS
STATE OF OHIO
COUNTY OF MONTGOMERY
BRENNDA E. HANNAH
MAY COMMISSION EXPIRES APRIL 2023
ADDENDUM NO. 1
February 23, 2021
2021 CDBG RESIDENTIAL ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)
(FEDERAL CONSTRUCTION FUNDS)

TO ALL BIDDERS:
This addendum, including all articles and corrections listed below, shall be taken into account in preparing the Bid.

ITEM NO. 1

The attached map is for all streets listed in the subject project 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.

February 23, 2021
Joseph Weinel
Chief Engineer, Public Works
Page 1
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2021 CDBG Residential Asphalt Resurfacing  Dayton, OH

NAME

During the performance of this contract:

John R. Jurgensen Co.  1780 Enon Rd.  Springfield, OH 45502  937 882 6237 / 937 882 6957

CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>From 1/1/2000 to Present</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11.5%</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

John R. Jurgensen Co. (Contractor) certifies that:

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

   Operators
   Laborers

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

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

SIGN: ____________________________  
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Section 3 Plan Template

Section 3 Plan

John R. Jurgensen Co.
Company

1780 Enon Rd., Springfield OH 45502
Address

937 882 6233
Phone

Luke.Trubee@jrjnet.com
Email

www.jrjnet.com
Website

Dave Coniglio
Company Section 3 Coordinator

Sean Poynter
Name of Authorized Representative

2021 CDBG Residential Asphalt Resurfacing
Project Name

Dayton, OH Various Locations
Project Location

$1,045,078.48
Bid Amount
SECTION 3 PLAN

This document serves as the Section 3 Plan for [John A. Suerpensen Co.] in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated [0].

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED
EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of
employees as of the date the Section 3 Plan is submitted for approval along with anticipated new
hires. A list of employees can be submitted on the Worker Utilization Form included in the
appendices or an official company form that includes the same information requested on the
Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for
compliance with the stated employment, training and contracting goals. When preparing the list,
please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3
Residents.
SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: 2021 CDBG Residential Asphalt Resurfacing
Name of (Sub)Contractor: John R. Jurgensen Co.
Amount of Award: $1,045,078.79

<table>
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<th></th>
<th>Number of Anticipated Hires</th>
<th>Number of Filled Positions</th>
<th>Number of Section 3 Hires</th>
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<td>35</td>
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<tr>
<td>Semi-Skilled</td>
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<tr>
<td>Skilled Trainees</td>
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</tr>
<tr>
<td>Unskilled Trainees</td>
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<td>0</td>
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<tr>
<td>Other</td>
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</tr>
</tbody>
</table>
CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: ________________________________

To: Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

<table>
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<tr>
<th>Name of Employee</th>
<th>Employee ID (If SSN, last four digits)</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
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<th>Sex</th>
<th>Trade</th>
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<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td>Black (Not of Hispanic Origin)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Asian or Pacific Islander</td>
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</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>American Indian or Alaskan</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>Journeymen</td>
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<td></td>
<td></td>
<td></td>
<td>Helper</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Apprentice</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Trainee</td>
<td></td>
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</tr>
</tbody>
</table>

WORKFORCE GOALS: MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

John R. Jurgensen Co. commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City’s Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Sean Poynter
COMPANY AUTHORIZED REPRESENTATIVE

General Manager
TITLE

Dave Coniglio
COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

dave.coniglio@jrjnet.com
EMAIL ADDRESS

John R. Jurgensen Co.
COMPANY NAME

11641 Mosteller Rd., Cincinnati OH 45241
COMPANY COMPLETE ADDRESS

www.jrjnet.com
COMPANY WEBSITE (if applicable)
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine
HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR DATE
Erica Fields
HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE DATE
Shelley Dickstein
CITY MANAGER

SIGNATURE OF CITY MANAGER DATE
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937 882 6233 Email: Luke.Trubee@jrjnet.com
Primes Base Bid $1,045,079.79
Name of Project: 2021 CDBG Residential Asphalt Resurfacing

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: WC Jones
HUD-Certified Firm’s Tax ID#: 30-095590
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):

- Asphalt Paving
  NAICS Code 238990

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This HUD Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $105,000.00</td>
<td>% 10.057</td>
<td>$105,000.00</td>
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<tr>
<td>Materials $76,125.00</td>
<td>% 7.267</td>
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</tr>
<tr>
<td>Labor $28,875.00</td>
<td>% 2.777</td>
<td>$28,875.00</td>
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</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 HUD-Certified Firm and will utilize the above-named HUD-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer’s Authorized Agent)

Sean Poynter
(Printed Name of Bidder/Proposer’s Authorized Agent)

General Manager
(Title of Bidder/Proposer’s Authorized Agent)

3/4/2021
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:

- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:

(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

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

The Bidder is committed to a minimum of 10.05% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

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

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

SECTION 2: BIDDER'S SIGNATURE

[Signature of Bidder's Authorized Agent]  
3/4/2021  
(Date)

Sean Poynter  
(Printed Name of Bidder's Authorized Agent)

General Manager  
(Title of Bidder’s Authorized Agent)

John R. Jurgensen Co.  
(Bidding Firm’s Name)
<table>
<thead>
<tr>
<th>NEIGHBORHOOD</th>
<th>STREET</th>
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<th>TO</th>
<th>SY</th>
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</table>
City Manager’s Report

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

Date: April 28, 2021
Expense Type: Award of Contract
Total Amount: $2,075,736.00 thru 8/13/23

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Issue 9 Residential Resurfacing</td>
<td>49039-6450-1428-54</td>
<td>$2,037,250.00</td>
</tr>
<tr>
<td>Storm Capital Funds</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$13,968.00</td>
</tr>
<tr>
<td>Sanitary Capital Funds</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$13,968.00</td>
</tr>
<tr>
<td>Water Capital Funds</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$10,550.00</td>
</tr>
</tbody>
</table>

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

Description

**2021 RESIDENTIAL ASPHALT RESURFACING I**
(9% SBE & 11% MBE PARTICIPATION GOAL / 9% SBE & 11% MBE PARTICIPATION ACHIEVED)

This 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 bidder, John R. Jurgensen Company, in the amount of $2,075,736.00. This amount includes the base bid in the amount of $1,881,253.57, and Alternate No. 1, Contingency Allowance, in the amount of $194,482.43. The estimated cost for the project was $2,079,468.00. Project completion is August 13, 2021.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

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

<table>
<thead>
<tr>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Start Date</strong></td>
<td>Upon Execution</td>
<td>Required Documentation</td>
</tr>
<tr>
<td><strong>Expiration Date</strong></td>
<td>August 13, 2023</td>
<td>X Initial City Manager’s Report</td>
</tr>
<tr>
<td><strong>Original Commission Approval</strong></td>
<td>$2,075,736.00</td>
<td>X Initial Certificate of Funds</td>
</tr>
<tr>
<td><strong>Initial Encumbrance</strong></td>
<td>$2,075,736.00</td>
<td>X Initial Agreement/Contract</td>
</tr>
<tr>
<td><strong>Remaining Commission Approval</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>$</td>
<td>Copy of City Manager’s Report</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: <strong>$2,037,250.00</strong></th>
<th>Amount: <strong>$13,968.00</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>49039 - 6450 - 1428 - 54 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: <strong>$13,968.00</strong></th>
<th>Amount: <strong>$10,550.00</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>55004 - 3420 - 1428 - 54 - SF1001 -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

**Vendor Name:** John R. Jurgensen Company  (937) 882-6233

**Vendor Address:** 1780 Enon Road Springfield OH 45502

**Federal ID:** 31-0578656

**Commodity Code:** 91831

**Purpose:** 2021 Residential Asphalt Resurfacing 1 (9% SBE & 11% MBE Participation Goal)

**Contact Person:** David Escobar

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

**(937) 333-3849 Phone Number**

**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:** 4/20/2021

**Signature:**

**Date:** 4/19/21

**Signature:**

**Date:** CT01-2967
**Dayton, Ohio**
Department of Public Works
Division of Civil Engineering

Proposal Tabulation For: 2021 Residential Asphalt Resurfacing I
9% SBE & 11% 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>March 5, 2020</td>
<td>$2,344,834.50</td>
<td>August 14, 2020</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>*JR Jurgensen</td>
<td>$1,881,253.57</td>
<td>-0-</td>
<td>$1,881,253.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td>August 13, 2021</td>
<td></td>
</tr>
<tr>
<td>Barrett Paving Materials, Inc.</td>
<td>$1,192,089.20</td>
<td>-0-</td>
<td>$1,192,089.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>August 13, 2021</td>
<td></td>
</tr>
</tbody>
</table>

*Awarded
Revised 9/14/98
March 15, 2021

TO:        David Escobar, Senior Engineer  
           Public Works,  
           Civil Engineering

FROM:  Chrisondra Goodwine, Interim Business & Technical Assistance Administrator  
       Human Relations Council (HRC)

SUBJECT:   2021 Residential Resurfacing I  
           (9% SBE % 11% MBE Participation Goal)

The apparent low bidder, John R. Jurgensen Co., submitted a bid utilizing one (1) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that John R. Jurgensen 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. Jurgensen Co.</td>
<td>$1,881,253.57</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.,</td>
<td>$170,000.00</td>
<td>9% SBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$207,000.00</td>
<td>11% MBE</td>
</tr>
</tbody>
</table>

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

CAG
PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield
State: OH
ZIP: 45502
Telephone: 937-882-6233
Email: Luke.Trubee@jrj.net.com
Primes Base Bid $1,881,253.57
Name of Project: 2021 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>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$170,000.00</td>
<td>$170,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$123,250.00</td>
<td>$123,250.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$46,750.00</td>
<td>$46,750.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

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

General Manager

(Title of Bidder/Proposer's Authorized Agent)

3/4/2021

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 Eron Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937-882-6233 Email: Luke.Trubee@jrjnet.com
Primes Base Bid $ 1,881,253.57
Name of Project: 2021 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
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 207,000.00</td>
<td>$ 207,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 150,075.00</td>
<td>$ 150,075.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 56,925.00</td>
<td>$ 56,925.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)
Sean Poynter

(Printed Name of Bidder/Proposer’s Authorized Agent)
General Manager

(Title of Bidder/Proposer’s Authorized Agent)
3/4/2021

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:

| 9.04% SBE | 11% 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/Offeree’s Authorized Agent)

John R. Jurgensen Co.

(Name of Bidder/Proposer’s Firm)

Sean Poynter

(Printed Name of Bidder/Offeree’s Authorized Agent)

General Manager

(Title of Bidder/Offeree’s Authorized Agent)

3/4/2021

(Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2021 Residential Asphalt Resurfacing II (10% SBE
< 10% MBE Participation Goal)

Bidder
John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>154,900</td>
<td>$1.36</td>
<td>$210,664.00</td>
</tr>
<tr>
<td>ODOT 253</td>
<td>Pavement Repair</td>
<td>S.Y.</td>
<td>380</td>
<td>$45.00</td>
<td>$17,100.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>15,490</td>
<td>$1.00</td>
<td>$15,490.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2&quot;&quot;)</td>
<td>Tons</td>
<td>17,212</td>
<td>$88.00</td>
<td>$1,514,656.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>154,900</td>
<td>$0.35</td>
<td>$54,215.00</td>
</tr>
<tr>
<td>604</td>
<td>Speed Bump</td>
<td>Each</td>
<td>21</td>
<td>$1,700.00</td>
<td>$35,700.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>11</td>
<td>$3,000.00</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>625</td>
<td>Loop Detector</td>
<td>Each</td>
<td>9</td>
<td>$1,255.00</td>
<td>$11,295.00</td>
</tr>
<tr>
<td>625</td>
<td>Loop Detector Tie-In</td>
<td>Each</td>
<td>9</td>
<td>$100.00</td>
<td>$900.00</td>
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<tr>
<td>644</td>
<td>Centerline (4&quot;-4&quot;-4&quot;)</td>
<td>LF</td>
<td>250</td>
<td>$12.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>644</td>
<td>Stop Line (24&quot;)</td>
<td>LF</td>
<td>254</td>
<td>$10.40</td>
<td>$2,641.60</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Piano Key (2' x 10')</td>
<td>Each</td>
<td>150</td>
<td>$55.00</td>
<td>$8,250.00</td>
</tr>
<tr>
<td>644</td>
<td>Bike Symbol with Chevron (6&quot;) (White)</td>
<td>Each</td>
<td>4</td>
<td>$424.00</td>
<td>$1,696.00</td>
</tr>
<tr>
<td>647</td>
<td>Railroad Marking Symbol</td>
<td>Each</td>
<td>1</td>
<td>$1,627.00</td>
<td>$1,627.00</td>
</tr>
<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>35</td>
<td>$225.00</td>
<td>$7,875.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>35</td>
<td>$540.00</td>
<td>$18,900.00</td>
</tr>
<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>70</td>
<td>$143.71</td>
<td>$10,059.70</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 Rejuvenation Agent | S.Y. | 154,900 | $1.05 | $162,645.00 |

**Alternate No. 3**

| ODOT 826 | Asphalt Concrete Surface Course, 12.5mm, Type A (448), Fiber Type C | Tons | 17,212 | $10.00 | $172,120.00 |

**Base Bid Total:**

$1,950,660.20
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES [ ] NO [✓]

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES [ ] NO [✓]

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES [ ] NO [✓]

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

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES □  NO ✓

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES □  NO ✓

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES □  NO ✓

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

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

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES □  NO ✓

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

Amount $ Ten Percent (10%)

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502

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

Signed at Dayton, Ohio, this 4th day of March, 2021

John R. Jurgensen Company
Bidder

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

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

201 E Fourth Street, Suite 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. Thelen of Cincinnati, Ohio

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

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

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

Notary Seal

KATHERINE J. ADLAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319665
Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

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

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

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on suchWritten 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. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

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

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

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this 4th day of March, 2021

Dawn M. Chioros, Assistant Secretary

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

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Combined: FED-WG-PI-WFIC-AWC rev. 11-189
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

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

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $15,513,662,196, liabilities in the amount of $11,474,327,615, and surplus of at least $4,039,334,581.

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

Jillian Froment, Director
FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
December 31, 2019
(in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th>Liabilities and Surplus to Policyholders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments $ (429,780)</td>
<td>Outstanding Losses and Loss Expenses $ 6,823,691</td>
</tr>
<tr>
<td>United States Government, State</td>
<td>Reinsurance Payable on Losses and Expenses 1,433,250</td>
</tr>
<tr>
<td>and Municipal Bonds</td>
<td>Unearned Premiums 2,014,727</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>Ceded Reinsurance Premiums Payable 353,115</td>
</tr>
<tr>
<td>Stocks</td>
<td>Other Liabilities 849,544</td>
</tr>
<tr>
<td>Other Investments</td>
<td>TOTAL LIABILITIES 11,474,327</td>
</tr>
<tr>
<td></td>
<td>TOTAL INVESTMENTS 10,506,619</td>
</tr>
</tbody>
</table>

Investments in Affiliates:
- Great Northern Ins. Co. 395,442
- Vigilant Ins. Co. 341,290
- Chubb Indemnity Ins. Co. 178,808
- Chubb National Ins. Co. 161,063
- Other Affiliates 97,150
- Premiums Receivable 1,611,095
- Other Assets 2,302,210
- SURPLUS TO POLICYHOLDERS 4,039,335
- TOTAL ADMITTED ASSETS 15,513,662
- TOTAL LIABILITIES AND SURPLUS 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, Investments with a carrying value of $508,749,121 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, 2019.

[Signature]
John Taylor
Senior Vice President

[Signature]
Notary Public

[Stamp]
Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 6, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries
Bidder is
An Individual
Firm Name
_____________________________________________
Business Address
_____________________________________________
Telephone
_____________________________________________
Partnership
Firm Name
_____________________________________________
Members of Firm and Their Business Address
_____________________________________________
_____________________________________________
_____________________________________________
Corporation
Name
John R. Jurgensen Co.
State of Incorporation
Ohio
Name and Title of Officers with Authority to Sign Contract
Sean Poynter, General Manager
Home Office Address
11641 Mosteller Rd., Cincinnati, OH 45241
1780 Enon Rd., Springfield, OH 45502
Local Address
Telephone 937 882 6233  Fax 937 882 6957
E-mail Luke.Tubee@jrignet.com
Federal I.D.# 31-0578656
Dated this 4th day of March, 2021
Bidder: John R. Jurgensen Co.
(Person, Firm, or Corporation)
By:

Title: General Manager
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, ___________________________ hereby certify that
(print name - an Officer of the company)

__________________________
(company)

meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: ___________________________
(signature)

Title: ___________________________

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

- life insurance
- vision 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 Operators & Engineer 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.
- Aeromark Co. LLC
- Pavement Technology Inc.
- WC Jones
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

   WC Jones

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.

   ✔ 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: General Manager

[Seal]

Brenda E. Hannah

[Signature]
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

John R. Jurgensen Co. that

(owner, partner, officer, representative, or agent)

(business or organization name)

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

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

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

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

SIGNED
GENERAL MANAGER

Brenda Hannah
ADDENDUM NO. 1
February 23, 2021
2021 RESIDENTIAL II 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 subject project 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.

February 23, 2021
Joseph Weinel
Chief Engineer, Public Works
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Residential Asphalt Resurfacing II

NAME

LOCATION

During the performance of this contract:

1780 Enon Rd.
John P. Jurgensen Co.
Springfield, OH 45502
937 882 6233/937 882 6957

CONTRACTOR
ADDRESS
TELEPHONE/FAX

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

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

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

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

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
<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

John R. Jurgensen Co. (Contractor) certifies that:

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

   Operators

   Laborers

   
   
   
   
   
   
   

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

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

SIGN: ____________________________

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1780 Enon Rd.
City: Springfield
State: OH
ZIP: 45502
Telephone: 937 882 6233
Email: Luke.Trubee@ejrnet.com
Primes Base Bid: $ 1,950,660.20
Name of Project: 2021 Residential Asphalt Resurfacing II

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones
PEP-Certified Firm's Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 196,000.00</td>
<td>$ 196,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 141,500.00</td>
<td>$ 141,500.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 54,500.00</td>
<td>$ 54,500.00</td>
</tr>
<tr>
<td></td>
<td>% 10.05 %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>% 7.25 %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>% 2.807 %</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
Sean Poynter
(Printed Name of Bidder/Proposer's Authorized Agent)
General Manager
(Date) 3/4/2021

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 Eno Rd.
City: Springfield
State: OH
ZIP: 45502
Telephone: 937 882 6233
Email: Luke.Trubee@jrgnet.com
Primes Base Bid: $1,950,660.20
Name of Project: 2021 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
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid: $196,000.00</td>
<td>10.05%</td>
<td>$196,000.00</td>
</tr>
<tr>
<td>Materials: $141,500.00</td>
<td>7.25%</td>
<td>$141,500.00</td>
</tr>
<tr>
<td>Labor: $54,500.00</td>
<td>2.80%</td>
<td>$54,500.00</td>
</tr>
</tbody>
</table>

### SECTION 3: AFFIRMATIONS

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

Signature of Bidder/Proposer's Authorized Agent: [Signature]
Printed Name of Bidder/Proposer's Authorized Agent: Sean Poynter
Title of Bidder/Proposer's Authorized Agent: General Manager
Date: 3/4/2021

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’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>10.05 % SBE</th>
<th>10.05 % MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
</table>

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

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

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

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

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

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

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

(Signature of Bidder/Offeror’s Authorized Agent)  (Signature of Bidder/Proposer’s Firm)

John R. Jurgensen Co.

(Printed Name of Bidder/Offeror’s Authorized Agent)  (Title of Bidder/Offeror’s Authorized Agent)

Sean Pobert  General Manager  3/4/2021

(Date)
City Manager's Report

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

Date April 28, 2021  
Expense Type Award of Contract  
Total Amount $ 2,109,884.70 Thru 8/13/23

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Issue 9 Residential Resurfacing</td>
<td>49039-6450-1428-54</td>
<td>$1,317,250.00</td>
</tr>
<tr>
<td>2020 Infra Residential Resurfacing</td>
<td>49025-6450-1428-54</td>
<td>$465,000.00</td>
</tr>
<tr>
<td>Street Maintenance - Ohio Gas Tax</td>
<td>21200-6450-1428-54</td>
<td>$290,800.00</td>
</tr>
<tr>
<td>Storm Capital Funds</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$13,387.50</td>
</tr>
<tr>
<td>Sanitary Capital Funds</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$13,387.50</td>
</tr>
<tr>
<td>Water Capital Funds</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$10,059.70</td>
</tr>
</tbody>
</table>

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

Description

2021 RESIDENTIAL ASPHALT RESURFACING II  
(10% SBE & 10% MBE PARTICIPATION GOAL / 10% SBE & 10% MBE PARTICIPATION ACHIEVED)

This 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 bidder, John R. Jurgensen Company, in the amount of $2,109,884.70. This amount includes the base bid in the amount of $1,950,660.20, and Alternate No. 1, Contingency Allowance, in the amount of $159,224.50. The estimated cost for the project was $2,078,200.00. Project completion is August 13, 2021.

The Certificates of Funds, Tabulation of Bids, Human Relations Council’s 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
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date

Expiration Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

Required Documentation

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: | $1,317,250.00 |
| Fund Code | 49039 - 6450 - 1428 - 54 - |
| Fund Org | G0. Debt |
| Acct | Prog | Act | Loc |
| Amount: | $13,387.50 |
| Fund Code | 58002 - 3420 - 1428 - 54 - ST1001 - |
| Fund Org | G0. Debt |
| Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.

Vendor Address: 1780 Enon Road Springfield Ohio 45502

Street City State Zip code + 4

Federal ID: 31-0578656

Commodity Code: 96896

Purpose: Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

Contact Person: David Escobar

Public Works/Civil Engineering

Department/Division 4/19/2021

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 4/30/2021

Date

CF Prepared by 4/19/21

CF/CT Number
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

08/13/23

Original Commission Approval

$ 2,109,884.70

Initial Encumbrance

$ 2,109,884.70

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: $ 10,059.70

Fund Code 53003 - 3420 - 1428 - 54 - WF1004 -

Amount: ____________

Fund Code ____________

Fund ____________

Org ____________

Acct ____________

Prog ____________

Act ____________

Loc ____________

Fund Code ____________

Fund ____________

Org ____________

Acct ____________

Prog ____________

Act ____________

Loc ____________

Attachment additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.

Vendor Address: 1780 Enon Road Springfield Ohio 45502

Street

City

State

Zip code + 4

Federal ID: 31-0578656

Commodity Code: 96896

Purpose: Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

Contact Person: David Escobar

Public Works/Civil Engineering

4/19/2021

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

4/19/2021

Date

CF Prepared by

4/19/2021

Date

CT21-2945
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
08/13/22

Original Commission Approval

$ 2,109,884.70

Initial Encumbrance

$ 2,109,884.70

Remaining Commission Approval

$ -

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

Original CT/CF

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: $ 290,800.00

Fund Code 21200 - 6450 - 1428 - 54 - _

Fund Org Acct Prog Act Loc

Amount: ________________

Fund Code ________________

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Co.

Vendor Address: 1780 Enon Road Springfield Ohio 45502

Street City State Zip code + 4

Federal ID: 31-0578656

Commodity Code: 96896

Purpose: Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

Contact Person: David Escobar

Public Works/Civil Engineering

4/19/2021

Origining Department Director’s Signature: [Signature] 4-19-21

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] 4/20/2021

Date: 4/19/21

CF/CT Number: CT21-2946

CF Prepared by: [Signature]
**Dayton, Ohio**

Department of Public Works

Bid Tabulation For: 2021 Residential Asphalt Resurfacing II  
(10% SBE & 10% MBE Participation Goal)

Bid Opening Date: March 4, 2021  
Cost Estimate: $2,078,200.80  
Estimated Time Of Completion: August 13, 2021

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>John R. Jurgensen Company</strong></td>
<td>$1,950,660.20</td>
<td>-0-</td>
<td>$1,950,660.20</td>
</tr>
<tr>
<td>Barrett Paving Materials, Inc.</td>
<td>$1,960,749.30</td>
<td>-0-</td>
<td>$1,960,749.30</td>
</tr>
</tbody>
</table>

*Awarded  
Revised 9/14/98
March 15, 2021

TO: David Escobar, Senior Engineer
    Public Works,
    Civil Engineering

FROM: Chrisondra Goodwine, Interim Business & Technical Assistance Administrator
      Human Relations Council (HRC)  

SUBJECT: 2021 Residential Resurfacing II
          (10% SBE % 10% MBE Participation Goal)

The apparent low bidder, John R. Jurgensen Co., submitted a bid utilizing one (1) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that John R. Jurgensen 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. Jurgensen Co.</td>
<td>$1,950,660.20</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.,</td>
<td>$196,000.00</td>
<td>10% SBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$196,000.00</td>
<td>10% MBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th>10% SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10% MBE</td>
</tr>
</tbody>
</table>

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

CAG
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2021 Residential Asphalt Resurfacing II (10% SBE
+ 10% MBE Participation Goal)

Bidder  John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>154,900</td>
<td>$1.36</td>
<td>$210,664.00</td>
</tr>
<tr>
<td>ODOT 253</td>
<td>Pavement Repair</td>
<td>S.Y.</td>
<td>380</td>
<td>$45.00</td>
<td>$17,100.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>15,490</td>
<td>$1.00</td>
<td>$15,490.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2')</td>
<td>Tons</td>
<td>17,212</td>
<td>$88.00</td>
<td>$1,514,656.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>154,900</td>
<td>$0.35</td>
<td>$54,215.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Bump</td>
<td>Each</td>
<td>21</td>
<td>$1,700.00</td>
<td>$35,700.00</td>
</tr>
<tr>
<td>404</td>
<td>Speed Hump</td>
<td>Each</td>
<td>11</td>
<td>$3,000.00</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>625</td>
<td>Loop Detector</td>
<td>Each</td>
<td>9</td>
<td>$1,255.00</td>
<td>$11,295.00</td>
</tr>
<tr>
<td>625</td>
<td>Loop Detector Tie-In</td>
<td>Each</td>
<td>9</td>
<td>$100.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>644</td>
<td>Centerline (4'&quot;-4&quot;'-4&quot;)</td>
<td>LF</td>
<td>250</td>
<td>$12.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line (6&quot;)</td>
<td>LF</td>
<td>1,205</td>
<td>$2.98</td>
<td>$3,590.90</td>
</tr>
<tr>
<td>644</td>
<td>Stop Line (24&quot;)</td>
<td>LF</td>
<td>254</td>
<td>$10.40</td>
<td>$2,641.60</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Piano Key (2' x 10')</td>
<td>Each</td>
<td>150</td>
<td>$55.00</td>
<td>$8,250.00</td>
</tr>
<tr>
<td>644</td>
<td>Bike Symbol with Chevron (6&quot;) (White)</td>
<td>Each</td>
<td>4</td>
<td>$424.00</td>
<td>$1,696.00</td>
</tr>
<tr>
<td>647</td>
<td>Railroad Marking Symbol</td>
<td>Each</td>
<td>1</td>
<td>$1,627.00</td>
<td>$1,627.00</td>
</tr>
<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>35</td>
<td>$225.00</td>
<td>$7,875.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>35</td>
<td>$540.00</td>
<td>$18,900.00</td>
</tr>
<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>70</td>
<td>$143.71</td>
<td>$10,059.70</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. | 154,900 | $1.05 | $162,645.00 |

**Alternate No. 3**

| ODOT 826  | Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C | Tons | 17,212 | $10.00 | $172,120.00 |

**Base Bid Total:**

$1,950,660.20
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES □  NO ✓

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES □  NO ✓

(2) Been the subject of:

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

RESPONSE: YES □  NO ✓

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

(1) Sanctioned relative to any business or professional permit and/or license?

**RESPONSE:** YES ☐ NO ☑

(2) Suspended, debarred, or disqualified from any government contracting process?

**RESPONSE:** YES ☐ NO ☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

**RESPONSE:** YES ☐ NO ☑

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

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

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

**RESPONSE:** YES ☐ NO ☑

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

Amount $ Ten Percent (10%)

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502

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

Signed at Dayton, Ohio, this 4th day of March, 2021

[Signature]

John R. Jurgensen Company
Bidder

[Signature]

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

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

201 E Fourth Street, Suite 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. Thelen of Cincinnati, Ohio ————

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

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

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

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

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319698
Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Board of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a “Written Commitment”):

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the “Companies”) do hereby certify that:

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this 4th day of March, 2021

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3463 Fax (908) 903-3636 e-mail: surety@chubb.com

Combined: FED-VI-FWFC-ANC (rev. 11-19)
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

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

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $15,513,662,196, liabilities in the amount of $11,474,327,615, and surplus of at least $4,039,334,581.

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

Jillian Froment, Director
FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS
Statutory Basis
December 31, 2019
(in thousands)

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>$ (429,780)</td>
</tr>
<tr>
<td>United States Government, State and Municipal Bonds</td>
<td>4,559,706</td>
</tr>
<tr>
<td>Other Bonds</td>
<td>5,314,219</td>
</tr>
<tr>
<td>Stocks</td>
<td>32,785</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>1,029,723</td>
</tr>
<tr>
<td>TOTAL INVESTMENTS</td>
<td>10,506,618</td>
</tr>
<tr>
<td>Investments in Affiliates:</td>
<td></td>
</tr>
<tr>
<td>Great Northern Ins. Co.</td>
<td>395,442</td>
</tr>
<tr>
<td>Vigilant Ins. Co.</td>
<td>341,200</td>
</tr>
<tr>
<td>Chubb Indemnity Ins. Co.</td>
<td>178,808</td>
</tr>
<tr>
<td>Chubb National Ins. Co.</td>
<td>161,053</td>
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<tr>
<td>Other Affiliates</td>
<td>97,150</td>
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<tr>
<td>Premiums Receivable</td>
<td>1,511,056</td>
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<tr>
<td>Other Assets</td>
<td>2,302,210</td>
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<tr>
<td>TOTAL ADMITTED ASSETS</td>
<td>15,513,662</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Capital Stock</td>
</tr>
<tr>
<td></td>
<td>Paid-In Surplus</td>
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<tr>
<td></td>
<td>Unassigned Funds</td>
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<tr>
<td></td>
<td>TOTAL LIABILITIES</td>
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<tr>
<td></td>
<td>SURPLUS TO POLICYHOLDERS</td>
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<tr>
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<tr>
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<td>20,960</td>
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<td>2,711,474</td>
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<td>1,306,881</td>
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<tr>
<td></td>
<td>4,036,335</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL LIABILITIES AND SURPLUS</td>
</tr>
<tr>
<td></td>
<td>$ 15,513,662</td>
</tr>
</tbody>
</table>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. As of December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says 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, 2019.

Sworn to before me this April 14, 2020.

[Signature]
John Taylor
Senior Vice President

Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Diane Wright, Notary Public
Philadelphia County
My commission expires August 6, 2023
Commission number 1235745
Member Pennsylvania Association of Notaries
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name
John R. Jurgensen Co.

State of Incorporation
Ohio

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

Home Office Address
11641 Mosteller Rd., Cincinnati, OH 45241

Local Address
1780 Enon Rd., Springfield, OH 45502

Telephone 937-882-6233 Fax 937-882-6957

E-mail Luke.Trybee@jrjnet.com

Federal I.D. # 31-0578656

Dated this 4th day of March, 2021

Bidder: John R. Jurgensen Co.

(Person, Firm, or Corporation)

By: ________________________________

Title: General Manager
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 _______________ (print name – an Officer of the company)

meet 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: _______________ Sean Poynter _______________  
(signature)

Title: General Manager

Date: 3/4/2021
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

- life insurance
- vision 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 Operators & Engineer 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.
- Aeromark Co. LLC
- Pavement Technology Inc.
- WC Jones
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

WC Jones

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. Jürgensen 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(I)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: ____________________________
Title: General Manager

[Stamp]
Brenda E. Hannah
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio } SS:
COUNTY OF Clark 

Sean Poynter, being first duly sworn deposes and states that:

(1) He/she is General Manager of
    (owner, partner, officer, representative, or agent)
    John R. Jurgensen Co. that
    (business or organization name)

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

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

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

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

SIGNED

General Manager

TITLE

Brenda Hannah
ADDENDUM NO. 1
February 23, 2021
2021 RESIDENTIAL II 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 subject project 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.

February 23, 2021
Joseph Weinel
Chief Engineer, Public Works
Page 1
AFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2021 Residential Asphalt Resurfacing II Dayton, OH

During the performance of this contract: 1980 Enon Rd.
John R. Jurgensen Co. Springfield, OH 45502 937 882 6233/937 882 6957

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

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

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

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

The required goals and timetables are as follows:

| Goals of Minority Worker Utilization Exp usted in Percentage Terms |
| From 1/1/2000 to Present | 11.5% |
| Goals of Female Worker Utilization Exp used 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

John R. Jurgensen Co. (Contractor) certifies that:

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

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

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

SIGN: ____________________________
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: John R. Jorgensen Co.
Address: 1780 Eton Rd.
City: Springfield
State: OH
ZIP: 45502
Telephone: 937-882-6233
Email: Luke.Trubee@jrnnet.com
Primes Base Bid: $1,950,660.20
Name of Project: 2021 Residential Asphalt Resurfacing II

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones
PEP-Certified Firm’s Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$196,000.00</td>
<td>$196,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$141,500.00</td>
<td>$141,500.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$54,500.00</td>
<td>$54,500.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
Sean Pounter
(Printed Name of Bidder/Proposer's Authorized Agent)
General Manager
(Title of Bidder/Proposer's Authorized Agent)
3/4/2021
(Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.
Address: 1760 Enon Rd.
City: Springfield State: OH ZIP: 45502
Telephone: 937 882 6223 Email: Luke.Trubee@jrjnet.com
Primes Base Bid: $1,950,660.20
Name of Project: 2021 Residential Asphalt Resurfacing #

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WJ Jones
PEP-Certified Firm's Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid: $196,000.00</td>
<td>10.05%</td>
<td>$196,000.00</td>
</tr>
<tr>
<td>Materials: $141,500.00</td>
<td>7.25%</td>
<td>$141,500.00</td>
</tr>
<tr>
<td>Labor: $54,500.00</td>
<td>2.80%</td>
<td>$54,500.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
Sean Poyner
(Printed Name of Bidder/Proposer's Authorized Agent)
General Manager
(Title of Bidder/Proposer's Authorized Agent) 3/4/2021
(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:

| 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)  John R. Jurgesen  3/4/2021
Sean Pouter  (Name of Bidder/Offeror’s Authorized Agent)  (Date)

General Manager  (Title of Bidder/Offeror’s Authorized Agent)
## RESIDENTIAL 2 RESURACING LIST

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AN ORDINANCE

Authorizing the Disposition of Certain Real Estate located Near South Ludlow Street to the Montgomery County Land Reutilization Corporation for Economic Development Purposes, and Declaring an Emergency.

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20"), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, The City owns certain real estate identified as City Lot 176 PT Vacated Alley and City Lot 84945, located on South Ludlow Street between Third Street and Fourth Street, and more particularly described in the attached Exhibit A ("Property"); and,

WHEREAS, The City wishes to transfer the Property to the Montgomery County Land Reutilization Corporation with the understanding that the Property will eventually transfer to a qualified developer; and,

WHEREAS, The disposition of the Property has been recommended by the Director of Economic Development and the officers of the City of Dayton having the supervision and management of such land; and,

WHEREAS, The City Commission finds this disposition to be in the public interest, in order to promote economic development, foster job creation and improve the quality of life within the City of Dayton; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to complete the transfer in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

Section 1. That the transfer of the Property is hereby approved by the City Commission in accordance with Section 36.44 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

Section 2. That the City Manager, or her designee, is hereby authorized to proceed with the donation, disposition, and transfer of the Property generally described in the attached Exhibit A to the Montgomery County Land Reutilization Corporation, and to execute any and all documents necessary to facilitate the transfer.

Section 3. That the Property shall be transferred for the purposes set forth in the various preambles of this Ordinance.
Section 4. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION ................., 2021

SIGNED BY THE MAYOR .................. APRIL 28 .........., 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of the Commission

Approved as to form:

[Signature]
City Attorney
Parcel 1: Being all of Lot 84945 of the Consecutive and Numbered Lots of the City of Dayton, County of Montgomery, State of Ohio (R72-00501-0047)

Parcel 2: Being Part of Lot 176 of the Consecutive and Numbered Lots of the City of Dayton, County of Montgomery, State of Ohio (R72-00501-0014) and further described below:

R72-5-1-14

Located in the City of Dayton, County of Montgomery, State of Ohio and being a part of Lot 176 of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio and being a tract of land described as follows: beginning at the northeast corner of said Lot 176, said northeast corner being the intersection of the south line of Arcade Lane with the west line of South Ludlow Street; thence southwardly with the east line of said Lot 176 and the west line of South Ludlow Street and making an interior angle with the south line of said Arcade Lane of eighty-nine degrees fifty-five minutes thirty seconds (89° 55' 30'"") for fifty-two and 44/100 (52.44) feet to a point in the south line of the Moraine Hotel Building; thence westwardly with the south line of said building and making an interior angle with the last-mentioned course of ninety degrees seven minutes no seconds (90° 07' 00'"") for ninety-six and 56/100 (96.56) feet to the southwest corner of said building; thence northwardly with the west line of said building and making an interior angle with the last-mentioned course of eighty nine degrees fifty eight minutes ten seconds (89° 58' 10'"") for fifty two and 51/100 (52.51) feet to a point in the north line of said Lot 176; thence eastwardly with the south line of said Arcade Lane and the north line of said Lot 176 and making an interior angle with the last mentioned course of 89 degrees fifty nine minutes twenty seconds (89° 59' 20'"") for ninety six and 64/100 (96.64) feet to the point of beginning, subject, however, to all easements, agreements, and private alleys, if any.

Being the south half of Arcade Lane which was vacated pursuant to Judgement entered in Case No. 79-3291 in Common Pleas Court of Montgomery, Ohio.
April 20, 2021

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

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Ordinance authorizing the donation of land to the Montgomery County Land Bank

The Department of Economic Development is pleased to submit the attached ordinance authorizing the donation of two parcels of land to the Montgomery County Land Bank. The properties are located at 25 - 49 South Ludlow Street, south of Third Street and north of Fourth Street as shown on the attached map.

These properties are the former Schwind Building and the former Dayton Daily News offices and printing operations. Donating the property to the Land Bank at this time will relieve the City of a liability and enhance the potential for a successful redevelopment project at this location.

If you have any questions, please contact me at extension 3621.

cc: Todd Kinskey, Director, Planning and Community Development

Attachments:
1. Ordinance
2. Map

FPW/ejl
AN ORDINANCE

Amending Section 44.29 of the Revised Code of General Ordinances to Ratify the Adoption of the Governorate of Salfit, Palestine, as a Sister City and Declaring an Emergency.

WHEREAS, By Ordinance 21341, enacted August 12, 1964, the City of Dayton adopted the City of Augsburg, Germany as a sister city; and

WHEREAS, By Ordinance 22891, enacted March 6, 1968, the City Commission approved the adoption of the City of Oiso, Japan and further provide for the adoption of additional sister cities by motion of the Commission; and

WHEREAS, By Ordinance 27728, enacted March 30, 1988, the City of Dayton adopted the City of Monrovia, Liberia as a sister city; and

WHEREAS, the City of Dayton adopted the City of Holon, Israel in 1998, and Sarajevo, Bosnia and Herzegovina in 1999, as a sister city; and

WHEREAS, the City of Dayton adopted the Borough of Rushmoor, England in 2019 as a sister city; and

WHEREAS, The Commission now deems it appropriate to formally ratify, approve and codify action to enact an ordinance expressly adopting the Governorate of Salfit, Palestine, as a sister city on the same basis and with the same ties as Dayton’s relationships with the Cities of Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; Holon, Israel; Sarajevo, Bosnia and Herzegovina; and Rushmoor, United Kingdom; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That the Governorate of Salfit, Palestine be and it is hereby formally adopted as a sister city of the City of Dayton and approved.

Section 2. That Section 44.29 of the Revised Code of General Ordinances be and it is hereby amended to read as follows:

Section 44.29 Duties of Committee

It shall be the duty of the Committee to study, formulate and develop plans to set in motion a program for an active mutual exchange between the city and the cities of Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; Holon, Israel; Sarajevo, Bosnia and Herzegovina; Rushmoor, United Kingdom; and Salfit, Palestine; and such additional
foreign city or cities as may from time to time be approved by the Commission by motion; and to join hands with the people of Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; Holon, Israel; Sarajevo, Bosnia and Herzegovina; Rushmoor, United Kingdom; and Salfit, Palestine; and with the people of such additional foreign city or cities as may from time to time be approved by the Commission as aforesaid, in carrying out a program of mutual interest in international friendship and understanding.

Section 3. That Section 44.29 of the Revised Code of General Ordinances, as previously enacted by the Commission, be and it is hereby repealed.

Section 4. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

PASSED BY THE COMMISSION APRIL 28, 2021

SIGNED BY THE MAYOR APRIL 28, 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
A RESOLUTION

Renewing the Tornado Relief Program
Related To The May 27, 2019 Tornadoes; and
Declaring an Emergency.

WHEREAS, On May 27, 2019 the City of Dayton ("City") suffered a devastating tornado emergency which demolished and severely damaged numerous commercial and residential buildings; and,

WHEREAS, The City established a tornado relief program ("TRP"), to assist in the economic recovery and rebuilding of the affected areas; and,

WHEREAS, The Commission of the City of Dayton ("Commission") passed Resolution 6424-19 on June 26, 2019 authorizing the waiver of building and zoning permit fees and inspection fees and reimbursement of certain fees paid under Chapter 153 of the Revised Code of General Ordinances of Dayton on properties that have been impacted by the tornadoes; and,

WHEREAS, The TRP and the authority to waive and reimburse fees expired on December 31, 2020; and,

WHEREAS, Many properties require additional time to secure the permits and inspections needed to complete projects associated with their recovery from the May 27, 2019 tornado, and,

WHEREAS It is the recommendation of the City Manager and staff that a renewal of this component of the TRP is in the best interest of the City and this Commission finds it in the best interest of the City to renew this program; and,

WHEREAS, The renewed TRP will begin accepting fee waiver applications on May 1, 2021 and will end on December 31, 2022, and the renewed TRP shall be retroactive to January 1, 2021, allowing those who paid for permitting and inspections fees after January 1, 2021 to submit an application for reimbursement; and,

WHEREAS, To provide for the timely implementation of the TRP and for the immediate preservation of public peace, property, health, and safety of the City it is necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the Commission accepts the recommendation of the City Manager and staff and hereby approves the renewal of the TRP, the details of which are more particularly described in Exhibit A, which is attached hereto and made a part hereof or a document substantially similar thereto.
Section 2. That the City Manager, or her designee, is authorized and directed to execute any and all documents on behalf of the City to implement the TRP.

Section 3. For the reasons set forth in the preamble hereof, this Resolution is declared to be an emergency and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION .......... APRIL 28 .........., 2021

SIGNED BY THE MAYOR .......... APRIL 28 .........., 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest: [Signature]
Clerk of Commission

Approved as to form: [Signature]
City Attorney
Tornado Relief Program (TRP)
Dayton Permitting and Inspection Waiver

The Department of Economic Development is proposing to reinstate the tornado relief program to facilitate the economic recovery and rebuilding of the neighborhoods impacted by the May 27, 2019 weather events. This program will provide a tangible cost savings for any residential and commercial construction projects that may be necessary due to the unexpected storm damage. The TRP shall be retroactive to January 1, 2021, meaning that any TRP eligible permitting or inspection fees paid after January 1, 2021 shall be eligible for reimbursement, subject to the City’s review and approval.

Permitting and Inspection Fee Waivers:

Eligibility: In order to receive a permitting or inspection fee waiver, a property must have been impacted by the severe weather event on May 27, 2019, and:
1. located in a neighborhood identified as being impacted by the severe weather, or
2. listed on the City’s damaged property inventory list.

Any such property would be ineligible if any of the following were true as of May 27, 2019:
1. Property has delinquent property taxes, water bills, or existing permit fees due (including, but not limited to storm water fees, street light assessments, etc.).
2. Property has outstanding zoning or housing citations.

Benefits: For all types of structures (residential or commercial), all fees charged by Zoning Administration and Building Inspection may be waived for each eligible property, or, if already paid, reimbursed. These fees include without limitation:
- Zoning Certificates
- Applications for zoning variances and/or conditional uses
- Plan Review (provided there are no more than two re-submittals)
- Building Permits
- State of Ohio Building Fee Surcharges
- Zoning Certificate of Use and Occupancy (CUO)
- Building CUO
- Building Inspections (Structural, Plumbing, Electrical, HVAC, etc.)
- Wrecking Permits

Process: Each property owner (or owner’s representative) would be required to complete all of the customary planning and permitting regulatory steps. The property owner (or owner’s representative) would sign and submit a written request for the fee waiver at the time of the permit application or an application for reimbursement if the fees have already been paid. The applications would require the property owner (or owner’s representative) to certify that the proposed repairs or improvements were directly related to the May 27, 2019 storm damage.

Each waiver request will be reviewed by the appropriate City staff prior to approval. The charges that would normally be incurred or that would be refunded would be recorded in the
City's Accela database, so that the City will maintain a record of the foregone revenue, as it relates to the storm damage.

**Timeframe:** Permit applications must be filed after July 1, 2019 and no later than December 31, 2022. The property owner or contractor must start construction on or before July 31, 2023.
April 20, 2021

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

FROM: Ford P. Weber, Director
Department of Economic Development

SUBJECT: Resolution to reinstate the Tornado Relief Program

The Department of Economic Development is recommending approval of the attached Resolution authorizing the reinstatement of the Tornado Relief Program (TRP) and guidelines retroactive to January 1st, 2021. The TRP was instituted following the Memorial Day tornadoes in 2019 and waives permit and inspection fees for the rebuilding of tornado damaged properties. Eligible projects would have until December 31, 2022 to file permit applications and until June 30, 2023 to begin construction.

The Dayton City Commission established the Tornado Relief Program (TRP) when it enacted Resolution 6424-19 on June 26, 2019. The program expired on December 31, 2020. To date the TRP has benefited 27 commercial properties and 47 residential properties. Waived fees total $154,383.23.

We are proposing to reinstate the program because: 1) projects have been delayed because of the pandemic and the associated economic disruption; 2) some projects are complex, multi-year phased reconstructions and need more time; and 3) a number of properties have been demolished but redevelopment plans have not been submitted yet. Accordingly, we believe extending the program an additional two years is appropriate in order to assist the ongoing recovery from the 2019 tornadoes.

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

If you have any questions, please contact me at extension 3621.

FPW/cjl

Attachment:
1. Resolution to Reinstate the TRP
2. Revised TRP Guidelines
AN ORDINANCE

Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation For an Amount of Four Million Seven Hundred Forty-One Thousand Seventy Dollars and Zero Cents ($4,741,070.00) in Federal Safety Funds.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for safety improvement for North Main Street from Great Miami Boulevard to Shoup Mill Road in the City of Dayton; and

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design, and construction of said improvement; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept a grant from the Ohio Department of Transportation in an amount of Four Million Seven Hundred Forty-One Thousand Seventy Dollars and Zero Cents ($4,741,070.00),

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

B. In addition, the City also agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission............................................... , 2021

Signed by the Mayor.........................................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
April 19, 2021

To: Shelley Dickstein  
   City Manager

FROM: Joseph Weinel, Chief Engineer  
      Division of Civil Engineering

SUBJECT: Safety Funding Grant

Attached is the Ordinance consenting to accept a Grant Award from the Ohio Department of Transportation to construct Safety Improvement on North Main Street from Great Miami Boulevard to Shoup Mill Road. The grant amount is for $4,741,070.00. Please present the Ordinance to the City Commission. The Department of Law has reviewed and approved this document as to form.

If you have any questions, please contact me at 4218.

Attachments

Copy: Mr. Stovall