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 31\textsuperscript{st} of the current year).

1. Purchase Orders:

   **ECONOMIC DEVELOPMENT**

   A1. Comptech Computer Technologies, Inc. (temporary staffing services as needed through 12/31/21) $25,000.00
1. (Cont’d):

**FINANCE**

B1. Montrose Ford LLC (one 2022 Hybrid Electric Vehicle (HEV) compact sports utility vehicle) $25,098.96
B2. White Allen Chevrolet, Inc. (three 2022 regular cab pickup trucks) 87,000.00

**PUBLIC WORKS**

C1. Valley Asphalt Corporation (asphalt paving material as needed through 12/31/2021) 45,000.00

**WATER**

D1. Headworks, Inc. (replacement parts for Headworks bar screening equipment through 12/31/24) 48,000.00
D2. JAGS Environmental, Inc. (pumps, parts and related items through 12/31/24) 120,000.00
D3. Baker Vehicle Systems, Inc. (one Jacobsen brand wide area mower and replacement tires) 61,197.00
D4. Cincinnati Belting & Transmission dba CBT Company (Allen Bradley brand replacement parts, supplies and related items) 31,760.01
D5. FCX Performance, Inc., North Coast Instruments (sixteen Limitorque actuators and accessories) 113,472.00
D6. Defries Copp LLC dba Copp Systems Integrator (replace existing cameras, new cameras, network video recorder, cabling and related items) 20,767.60

-Depts. of Economic Development, Finance, Public Works and Water. **Total:** $577,295.57

2. Arcadis U.S., Inc. – Contract Modification – first amendment for additional services/work related to ongoing work with the Anderson Reservoir Rehabilitation and New Pump Station – Department of Water.
   $15,100.00
   (Thru 12/31/22)

3. NewOrg Management System, Inc. – Service Agreement – for the implementation, support, maintenance, and subscription service of cloud-based software – Department of Planning & Community Development.
   $15,337.25
   (Thru 5/15/22)
4. Zan Creative Inc. dba Nova Creative – Contract Modification – third amendment to cover additional services/work related to education, outreach, awareness, branding, and marketing collaterals – Department of Water. 

$144,900.00 
(Thru 12/31/21)

B. Construction Contracts:

5. Belgray, Inc – Award of Contract – for 2021 City Facility Parking Lot Resurfacing and Concrete Repairs Re-Bid (10% MBE & 10% SBE Participation Goal / 44.75% SBE & 46.37% MBE Participation Achieved - Department of Public Works. 

$302,436.88 
(Thru 12/31/22)

6. C.G. Construction and Utilities, Inc. – Award of Contract – for Earl Avenue Water Main Improvements (15% MBE Participation Goal/15.05% MBE Participation Achieved - Department of Water. 

$752,559.50 
(Thru 12/15/22)

7. Ohio Water Development Authority (OWDA) – Award of Contract – for Odor Control Cover Replacement Project Loan Fee – Department of Water. 

$30,000.00 
(Thru 6/30/21)

8. Peterson Construction Company – Award of Contract – for primary sludge piping project (5% SBE, 15% MBE Participation Goal/5.74% SBE, 16.95% MBE Achieved) – Department of Water. 

$459,800.00 
(Thru 12/31/23)

C. Revenue to City:

9. Montgomery County Juvenile Court -Service Agreement – Service Understanding/Purchase of Service Contract with Montgomery County Juvenile Court for Mediation Services - Department of Planning and Community Development. 

$85,000.00 
(Thru 6/30/22)

E. Other – Contributions, Etc.:

10. Hull & Associates, LLC – Payment of Voucher – for environment cleanup project at the former Brinkman Auto Site on Riverside Drive – Department of Economic Development

$10,027.17
II. LEGISLATION:

Emergency Ordinance – First and Second Reading:

12. **No. 31886-21** Enacting Sections 34.09 through 34.15 of the Revised Code of General Ordinances to Establish a Process to Approve and Regulate New Law Enforcement Surveillance Technology and Declaring an Emergency.

Resolution – First Reading

13. **No. 6574-21** Declaring the Intention of the Commission to vacate Shelby Avenue from Kling Drive to 100 Feet East of Kling Drive.

14. **No. 6575-21** Declaring the Intention of the Commission to Vacate South Orchard Avenue from Home Avenue to US Route 35 Right of Way.

ORDINANCE NO. 31887-21

RESOLUTION NO. 6576-21

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

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

ECONOMIC DEVELOPMENT

(A1) P0210502 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH
- Temporary staffing services as needed through 12/31/2021.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $20,000.00 by $25,000.00 for a total not to exceed $45,000.00 and therefore requires City Commission approval.
- The Department of Economic Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-2602-1159-44</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016
**FINANCE**

(B1) **P0210861 – MONTROSE FORD LLC, FAIRLAWN, OH**
- One (1) 2022 Hybrid Electric Vehicle (HEV) compact sport utility vehicle.
- This vehicle is required for the daily operations of the Department and will replace Unit #5495 which will be disposed of in the best interest of the City.
- Thirteen (12) possible vendors were solicited and four (4) bids were received.
- The Department of Finance recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-5350-1412-64</td>
<td>$25,098.96</td>
</tr>
</tbody>
</table>

(B2) **P0210860 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH**
- Three (3) 2022 regular cab pickup trucks.
- These vehicles are required for the daily operations of the Department and will replace Units #2889, # 2956 and #2957 which will be disposed of in the best interest of the City.
- Eleven (11) possible vendors were solicited and four (4) bids were received. This order establishes a price agreement per IFB 21022D with pricing through 3/31/2022.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Finance recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-5350-1412-64</td>
<td>$87,000.00</td>
</tr>
</tbody>
</table>

**PUBLIC WORKS – STREET MAINTENANCE**

(C1) **P0210060 – VALLEY ASPHALT CORPORATION, CINCINNATI, OH**
- Asphalt paving material as needed through 12/31/2021.
- These goods are required to repair City streets and alleyways.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17055S with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $165,000.00 by $45,000.00 for a total not to exceed $210,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Street Maintenance</td>
<td>21000-6430-1301-54</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION

(D1) P0210871 – HEADWORKS, INC., HOUSTON, TX

- Replacement parts for Headworks bar screening equipment.
- These goods are required to ensure that the City is meeting land application regulations and for the reduction of odors as outlined in the NPDES permit issued by the Ohio Environmental Protection Agency.
- Headworks, Inc. is the Original Equipment Manufacturer (OEM) of Headworks brand equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $36,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

(D2) P0210870 – JAGS ENVIRONMENTAL, INC., ERLANGER, KY

- Pumps, parts and related items.
- These goods are required to obtain Flowserve pumping equipment and replacement goods.
- JAGS Environmental, Inc. is the sole regional municipal distributor of Flowserve brand equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $90,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(D3) P0210859 – BAKER VEHICLE SYSTEMS, INC., MACEDONIA, OH

- One (1) Jacobsen brand wide area mower and replacement tires.
- This equipment is required to support the daily operations of the Division and will replace Unit #2936 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Sourcewell Contract #062117-JCS.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1412-54</td>
<td>$61,197.00</td>
</tr>
</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(D4) P0210864 – CINCINNATI BELTING & TRANSMISSION dba CBT COMPANY, SPRINGBORO, OH
- Allen Bradley brand replacement parts, supplies and related items.
- These goods are required for the well overload replacements for the SCADA fiber communication upgrade project.
- Cincinnati Belting & Transmission dba CBT Company is the sole regional distributor of Allen Bradley brand equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$31,760.01</td>
</tr>
</tbody>
</table>

(D5) P0210867 – FCX PERFORMANCE, INC., NORTH COAST INSTRUMENTS, CLEVELAND, OH
- Sixteen (16) Limitorque actuators and accessories.
- These goods are required to electronically monitor valves and transmit information to our Supervisory Control and Data Acquisition (SCADA) system.
- FCX Performance, Inc. is recommended as the authorized regional distributor and service provider; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1411-54</td>
<td>$113,472.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(D6) P0210873 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON, OH
- Replace existing cameras, new cameras, network video recorder, cabling and related items.
- These goods and services are required to replace obsolete equipment at the Water Administration and Sewer Maintenance buildings.
- DeFries Copp LLC dba Copp Systems Integrator is the OEM of the existing security network; therefore, this purchase was negotiated.
- DeFries Copp LLC dba Copp Systems Integrator 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>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3445-1301-54</td>
<td>$14,039.67</td>
</tr>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3445-1301-54</td>
<td>$3,363.97</td>
</tr>
<tr>
<td>2021</td>
<td>Storm Water Operating</td>
<td>58000-3445-1301-54</td>
<td>$3,363.96</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of these orders.
City Manager’s Report

From 3430 - Water/Water Supply & Trmt
Address 4665 Cornell Road, Suite 200
Cincinnati, OH 45241

Date May 12, 2021
Expense Type Contract Modification
Total Amount $15,100.00 (thru 12/31/2022)

Fund Source(s) Fund Code(s) Fund Amount(s)
2021 Water Capital Fund 53004-3430-1415-54-WF1710 $15,100.00

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

Description

PROFESSIONAL SERVICES AGREEMENT
ANDERSON RESERVOIR REHABILITATION AND NEW PUMP STATION
FIRST AMENDMENT

The Department of Water requests permission to enter into a First Amendment to the Agreement with Arcadis U.S., Inc. in the amount of $15,100.00. This Amendment will cover additional services/ work related to ongoing work with the Anderson Reservoir Rehabilitation and New Pump Station. Services will include adding design services for a generator.

The original Agreement was approved on October 17, 2018 in the amount of $385,000.00. This First Amendment will increase the contract amount to $400,100.00, and increase of $15,100.00, and extend the term to December 31, 2022.

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

A Certificate of Funds and a copy of the First Amendment are attached.

Signatures/Approval

Approved by City Commission

Division
Michael Powell
Digitally signed by Michael Powell
Date: 2021.05.12 13:32:27-04'00'

Department
Clerk

City Manager
Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>10/17/2018</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2022</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$385,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$385,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2108</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$15,100.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

Attach additional pages for more FOAPALS

Vendor Name: Aracdis U.S., Inc.

Vendor Address: 4655 Cornell Road, Suite 200 Cincinnati OH 45241

Federal ID: 57-0373224

Commodity Code: 30200

Purpose: First Amendment to the Professional Services Agreement for Anderson Reservoir

Extends term of contract to 1/1/2022

Contact Person: Lisa Burton-Yates

Water / Water Engineering Department/Division 4/30/2021

Originating Department Director's Signature: Michael Powell

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: 5/1/2021

CF Prepared by: [Signature]

Date: 5/3/21

CF/CT Number: CT18-J108

Finance Department

October 18, 2011
FIRST AMENDMENT TO THE
AGREEMENT FOR ENGINEERING SERVICES

This First Amendment is dated this ______ day of ______, 2021, between the City of Dayton, Ohio ("City") and Arcadis US, Inc with an office at 4665 Cornell Road, Suite 200, Cincinnati, Ohio 45241 (hereinafter referred to as the "Consultant").

WHEREAS, on October 17, 2018 the Commission of the City of Dayton, Ohio, approved an Agreement for Engineering Services, CT18-2108, ("Agreement") between the City and Consultant; and

WHEREAS, the City desires additional professional engineering services consisting of design and construction administration services relating to the Anderson Reservoir Rehabilitation and new Pump Station in the City of Dayton, Ohio; and,

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article 1, Term is deleted in its entirety and replaced with the following:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022 whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in article in Article 11, J.

2. Article 2, Services is deleted in its entirety and replaced with the following:

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A and A1, Scope of Services, which is attached hereto and incorporated herein by reference.

3. Article 3A, Compensation is deleted in its entirety and replaced with the following:

ARTICLE 3. COMPENSATION

A. The total remuneration in this Agreement shall not exceed FOUR HUNDRED THOUSAND AND ONE HUNDRED DOLLARS AND ZERO CENTS ($400,100.00) for all services to be provided by Consultant pursuant to this Agreement. The consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof. An itemization of fees is described in Attachment B and B1, Fee Schedule, which is incorporated herein by reference.

4. The City and Consultant hereby agree that Attachment A1 and Attachment B1, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

5. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.
IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

4/13/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

, 2021

Min./Bk. Pg.

Clerk of the Commission
ATTACHMENT A1
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Professional Engineering Services for Anderson Reservoir Rehabilitation and New Pump Station
Engineer: Arcadis US, Inc.

SCOPE OF SERVICES

The purpose of this First Amendment is to satisfy necessary additions for professional engineering services related to ongoing work with the Professional Engineering Services for Anderson Reservoir Rehabilitation and New Pump Station Project. The additional services are described below:

Additional design services related to modifications to for a generator for Anderson Reservoir Pump Station.

Scope:

1) Design of a permanent standby power generation unit for backup power to the Dayton, Ohio Anderson Reservoir Pumping Station. The design will be based on supporting a maximum loading of two duty pumps operating at full speed. Design to include the following:
   a) Establish initial sizing calculations and probable costs for natural gas vs. diesel generator installation.
      i) Note that natural gas generators in this size range are nearly twice the cost of diesel generator units.
      ii) The required generator unit is expected to be approximately 250 kW for a diesel generator unit, or 300 kW for a natural gas unit.
      iii) Diesel solution would require on-site diesel storage.
2) Identify OEPA required stand-off distances from the underground reservoir and if a diesel generator unit is able to comply with these restrictions.
3) Coordinate with the gas utility company to identify if existing natural gas supply in the area is able to meet the consumption and pressure needs of a natural gas generator unit.
4) Identify if automatic transfer should be provided as part of the work scope. If so, the generator circuit breaker and kirk key system in the motor control center will need to be removed and a new automatic transfer switch will need to be added to the station.
5) Design power to generator auxiliary support systems (jacket water heater, battery charger).
6) Design support system for remote monitoring of generator and automatic transfer switch via SCADA.
7) Design control interface between automatic transfer switch and generator unit.
8) Prepare drawings and specifications for the new standby generator system.
ATTACHMENT B1
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Professional Engineering Services for Anderson Reservoir Rehabilitation and New Pump Station
Engineer: Arcadis US, Inc.

COMPENSATION

For additional services performed by Engineer, as set forth in Attachment A1, the City shall pay Consultant as follows:

Original Agreement Amount $385,000.00
First Amendment Design Services for a Generator at Anderson Reservoir Pump Station (additional services) $15,100.00
Total Compensation $400,100.00
CERTIFICATE OF FUNDS
CT18-2108

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date 10/17/2018
Expiration Date 12/31/2021
Original Commission Approval $ 385,000.00
Initial Encumbrance $ 385,000.00
Remaining Commission Approval $ -

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

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

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

Amount: $ 385,000.00
Fund Code 53004 - 3430 - 1415 - 54 - WF1710 -
Fund Org Acct Prog Act Loc

Amount: __________
Fund Code __________
Fund Org Acct Prog Act Loc

Fund Code __________
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Arcadis U.S., Inc.
Vendor Address: 4665 Cornell Road, Suite 200 Cincinnati OH 45241
Federal ID: 57-0373224
Commodity Code: 30200
Purpose: Professional Services Agreement for Anderson Reservoir

Contact Person: Lisa Burton-Yates Water / Water Engineering 10/5/2018
Department/Division Date

Originating Department Director's Signature: ________________________

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: ________________________ Date: 10-8-2018

CF Prepared by ________________________ Date: 10-8-2018 CF/CT Number: CT18 - 2108

Finance Department
City Manager’s Report

Date October 17, 2018
Expense Type Service Agreement
Total Amount $385,000.00 (thru 12/31/2021)

From 3430 - Water/Water Supply & Trmt
Supplier, Vendor, Company, Individual
Arcadis U.S., Inc.
Address 4665 Cornell Road, Suite 200
Cincinnati, OH 45241

Fund Source(s) Fund Code(s) Fund Amount(s)
2018 Water Capital Fund 53004-3430-1415-54-WF1710 $385,000.00

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

Description

PROFESSIONAL SERVICES AGREEMENT
ANDERSON RESERVOIR REHABILITATION AND NEW PUMP STATION

The Department of Water requests permission to enter into a Professional Services Agreement with Arcadis U.S., Inc. in the amount of $385,000.00 to perform professional engineering services for the Anderson Reservoir rehabilitation and new pump station. Services will include inspecting, designing, bidding, and the construction phase to build a new pump station.

Four proposals were received for this project on July 9, 2018. After evaluating the bids, Arcadis U.S., Inc. was chosen in response to the City’s Request for Proposal (RFP No. 18017WTWE). Arcadis U.S., Inc. has the best combination of experience, approach, and resources to meet the Department of Water’s objectives.

This project is being fully funded using 2018 Water Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2021.

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

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

Signatures/Approval
Approved by City Commission

Division
Department
City Manager

FORM NO. MS-16

Updated 8/2016
October 30, 2018

TO: City Commission Office  
   City Manager’s Office  
   Department of Finance

FROM: Michael Powell, Director  
       Department of Water

SUBJECT: Request for Signature – Anderson Reservoir Rehabilitation and New Pump  
          Station – CT18-2108 – Arcadis U.S., Inc.

Attached please find four (4) copies of the Contract referenced above with applicable consultant  
signatures. Authorization for execution of this Contract was granted by the City Commission on  
October 17, 2018 by City Manager’s Report #2. This Contract is ready for City of Dayton  
signatures.

Please return to Lisa Burton-Yates (x3729) in the Division of Water Engineering.

Enclosures (4)
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (‘Agreement”) is between the City of Dayton, Ohio, (“City”) and Arcadis U.S., Inc. with an office at 4665 Cornell Road, Suite 200, Cincinnati, Ohio 45241 (hereinafter referred to as the “Consultant”).

WITNESSETH THAT:

WHEREAS, The City desires professional engineering services to consist of design and construction administration services relating to the Anderson Reservoir Rehabilitation and New Pump Station in the City of Dayton, Ohio; and,

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

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

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

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

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

ARTICLE 3. COMPENSATION
A. The total remuneration in this Agreement shall not exceed THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND ZERO CENTS ($385,000.00) for all services to be provided by Consultant pursuant to this Agreement. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof. An itemization of fees is described in Attachment B, Fee Schedule, which is incorporated herein by reference.

B. Travel.
The City agrees to reimburse Consultant for travel expenses incurred in the performance of the professional services performed. Consultant shall submit invoices, not more frequently than monthly, for reimbursement of travel expenses. Such invoices shall refer to the specific task for which the expenditure was related, state the total amount of reimbursement requested, and contain a detailed listing, by category and type, of each travel expense actually incurred. However, payment for such reimbursable expenses is subject to the following limitations:
1. Air travel reimbursement is limited to coach/economy rates. Local automobile travel expenses are included in the hourly rates paid as compensation for services. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement.

2. Reimbursable expenses are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other consultant and sub-consultants and excluding any third party in which Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.

3. Amounts billed as reimbursable expenses are limited to direct costs incurred by Consultant and shall not include any multiple or additional percentage of those costs.

4. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.

5. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.

Upon verification and review, the City will tender payment of travel reimbursement invoices within thirty (30) days from receipt thereof, unless the invoice is disputed.

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

ARTICLE 5. STANDARD OF CARE
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION
Consultant shall indemnify and defend the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Consultant’s negligent or willful acts, errors, or omissions.

This Article 6 shall survive early termination or expiration of this Agreement.

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

(1) General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers’ liability insurance, having a limit of $500,000 for each occurrence.
(4) Professional liability insurance, having a limit of $1,000,000 annual aggregate.

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

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

ARTICLE 8. CONFIDENTIALITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.
Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

ARTICLE 10. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to 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 Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Consultant: Arcadis U.S., Inc.
4665 Cornell Road, Suite 200
Cincinnati, Ohio 45241
Attention: Mr. Pete Kube
Project Manager

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

City Manager

Date: 10/3/18

APPROVED:

Director, Department of Water

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

October 17, 2018

Mfr./Bk.  T15  Pg. 0384p
Rashida Laverde
Clerk of Commission

ARCADIS U.S., INC.

By:  [Signature]

Its:  Vice President
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Professional Engineering Services for Anderson Reservoir Rehabilitation and New Pump Station
Consultant: Arcadis U.S., Inc.

SCOPE OF SERVICES

The Consultant shall provide the following services:

A. Inspection
   1. Provide an inspection plan that will result in an adequate picture of the condition of the reservoir.
   2. Inspect Anderson Reservoir in accordance with agreed upon inspection plan.
   3. Record and photograph location and extent of observable defects, including cracks, exposed reinforcing steel, uplifted or settled floor slabs, failing old patches, etc. during inspections.
   4. Subsurface investigation if necessary and if authorized by the City as optional additional services.
   5. Wet inspection, including assessment of the roof condition.
   6. Dry inspection.

B. Design Phase Services
   1. Review all available reports, construction and repair documents, and other materials as available that are pertinent to this project; including the 1993 inspection report.
   2. Investigate available means and methods for leak repair, construction joint sealing, concrete repair and concrete waterproofing; make recommendations for materials and manufacturers based on Consultant’s experience and evaluation.
   3. Evaluate reservoir appurtenances with respect to current industry standards, OSHA requirements and EPA and 10-State Standards requirements.
   4. Evaluate adequacy of water turnover, and propose up to two concepts for improving the turnover of the tank qualitatively. Design the selected improvement.
   5. Evaluate existing security issues surrounding the reservoir and pump station. Make recommendations and design improvements as necessary.
   6. Create construction drawings and specifications. Include:
      • Property site plan
      • Dimensional reservoir layout plans and cross sections
      • Locations of suspected/known defects with descriptions
      • Locations of reservoir appurtenances
      • Typical details of rehabilitation work anticipated for floor, walls, ceiling, columns
      • Details for waterproofing concrete surfaces
      • Improvements to access, piping, valving, and other miscellaneous repairs and site improvements if/as required
      • Methodology for evaluating and recommending specific repairs as construction proceeds
      • New pump station and pump house
   7. Provide 30% and 60% construction drawings and specifications for Owner’s review.
Design shall conform to all applicable Codes and Standards.
8. Provide Final construction plans. Drawings shall be stamped by a Registered Ohio Professional Engineer.
10. Provide construction cost estimates for all other site improvements.
11. Provide final drawings in AutoCAD format, and specifications in Word format.
12. Develop criteria of unique qualifications required of construction firms to be eligible to submit construction bids for this project. Assist Owner in evaluating bids received as it pertains to these criteria.

B. Bid Phase Services
   1. Prepare written responses to any technical questions received from prospective bidders.
   2. If required, prepare addenda to clarify, correct or change the contract documents.
   3. Attend the pre-bid meeting.
   4. Assist in the evaluation of bids and make a recommendation concerning award of the contract.

C. Construction Phase Services
   1. Review all submittals for approval based on conformance to Contract Documents. Submittals include schedule, shop drawings, and shop drawing resubmittals.
   2. Attend Pre-construction meeting. Provide items for agenda in advance of meeting, including technical and schedule issues. Record meeting notes.
   3. Preside over monthly construction progress meetings. Prepare agenda and meeting notes.
   4. Provide regular daily inspection while work is performed on the reservoir interior for up to four months. Inspect for approval all structural repairs and waterproofing work.
   5. As work progresses and actual extent of defects becomes apparent, determine type and extent of repair work to be performed in specific areas, with Owner’s consent.
   6. Evaluate field change and change order claims up to 86 hours of effort.
   7. Upon completion of construction, provide Owner with Construction Record Drawings in AutoCAD format and daily report logs in electronic format.
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Professional Engineering Services for Anderson Reservoir Rehabilitation and New Pump Station
Consultant: Arcadis U.S., Inc.

COMPENSATION

1. The total “Not-To-Exceed” fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is $385,000.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Such direct expenses include:
   a. Travel, subsistence, and incidental costs.
   b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
   c. Telegraph costs, long distance telephone costs, and Project “onsite” telephone costs.
   d. Reproduction of reports.
   e. Postage and shipping charges for Project-related materials.
   f. Computer time charges, including program use charges.
   g. Rental charges for use of equipment, including equipment owned by the Consultant.

The “Not-To-Exceed” fee of $385,000.00 broken down as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Inspection Phase</td>
<td>$66,062.00</td>
</tr>
<tr>
<td>Task 2 – Design Phase</td>
<td>$161,202.00</td>
</tr>
<tr>
<td>Task 3 – Bid Phase</td>
<td>$8,216.00</td>
</tr>
<tr>
<td>Task 4 – Construction Phase</td>
<td>$113,191.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$36,329.00</td>
</tr>
<tr>
<td>TOTAL FEE</td>
<td>$385,000.00</td>
</tr>
</tbody>
</table>

The total “billing limits” shall not exceed $385,000.00 without further written authorization from the City.

2. The following are expenses that are not included in the lump sum fee set forth in Section 1:
   a. Charges of special consultants requested or authorized by the City.
   b. Special insurance coverage required by the City, including the cost of naming the City as an additional insured.
   c. Local taxes or fees applicable to the consulting work or payment therefore.
   d. Cost of acquiring any other materials or services specifically for and applicable to only this Project.

3. The City shall remit payment to Consultant within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly
identified and readily accessible to City. However, Consultant does not have to furnish such supporting documentation with its invoice, unless requested by the City.

4. Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excepts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.
City Manager’s Report

From
2360 - Planning & CD / Mediation Center
Supplier, Vendor, Company, Individual
Name
NewOrg Management System, Inc.
Address
4000 Albemarle St. NW
Suite 200
Washington, D.C. 20016

Date
May 12, 2021
Expense Type
Service Agreement
Total Amount
$15,337.25 (thru 5/15/2022)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mediation Center</td>
<td>16702-2360-1159-33</td>
<td>$15,337.25</td>
</tr>
</tbody>
</table>

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

Description
Hosting and Support Agreement

The Department of Planning and Community Development requests permission to enter into an Agreement with NewOrg Management System, Inc., in the amount of $15,337.25 (fifteen-thousand three-hundred thirty-seven dollars and twenty-five cents) for the implementation, support, maintenance, and subscription service of cloud-based software. The comprehensiveness of NewOrg software allows the Mediation Center to operate more efficiently in case management and in communication with their volunteers and clients. Additionally, the software will aid in the tracking of all citizen complaints as part of police reform.

This request was vetted and approved by the IT Governance Board via ITPR2021.44.

This Agreement shall commence upon execution and it shall terminate on May 15, 2022.

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

A Certificate of Funds, the Agreement, and an Estimate outlining development, consulting, and monthly support fees and pricing are attached.

Please note that database hosting will automatically renew at the end of this Agreement with monthly hosting fees of $595.00 (five-hundred ninety-five dollars and zero cents) beginning at the end of the initial term. At the time of renewal, the Department of Planning and Community Development will submit a separate CF for such.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CMR New Org (Revised)

Final Audit Report

2021-05-03

Created: 2021-05-03
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAABAz1gK5gP8SQFLmgLzAI1tCdbS9-mk_ZZ

"CMR New Org (Revised)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-05-03 - 1:40:46 PM GMT - IP address: 198.30.33.2

Document emailed to Steven Gondol (steven.gondol@daytonohio.gov) for signature
2021-05-03 - 1:41:31 PM GMT

Email viewed by Steven Gondol (steven.gondol@daytonohio.gov)
2021-05-03 - 2:41:24 PM GMT - IP address: 198.30.33.2

Document e-signed by Steven Gondol (steven.gondol@daytonohio.gov)
Signature Date: 2021-05-03 - 2:50:41 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-05-03 - 2:50:41 PM GMT
CERTIFICATE OF FUNDS  

SECTION I - to be completed by User Department

X New Contract  ___________  Renewal Contract  ___________  Change Order  ___________

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
<th>Expiration Date</th>
<th>05/15/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Commission Approval</td>
<td>$ 15,337.25</td>
<td>Initial Encumbrance</td>
<td>$ 15,337.25</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>Required Documentation</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td></td>
<td>Initial City Manager’s Report</td>
<td>X</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td>Initial Certificate of Funds</td>
<td>X</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td>Initial Agreement/Contract</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of City Manager’s Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of Original Certificate of Funds</td>
<td></td>
</tr>
</tbody>
</table>

| Amount: | $ 15,337.25 |
| Fund Code | 16702 - 2360 - 1159 - 33 - |
| Fund | Org | Acct | Prog | Act | Loc |

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

Attach additional pages for more FOAPALS

Vendor Name: NewOrg Management System, Inc.
Vendor Address: 4000 Albemarle St. NW, Suite 200, Washington, D.C., 20016
Street  
City  
State  
Zipcode + 4  

Federal ID: 46-0960419
Commodity Code: 20837

Purpose:
For the implementation, support, maintenance, and subscription service of cloud-based software by NewOrg Management System, Inc. Vendor will scope, import existing data from current database, and provide one year of hosting.

Contact Person: Michelle Zaremba
Planning & CD/Mediation Center Department/Division 4/30/2021 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:  5/4/2021 Date

CF Prepared by:  5/3/21 Date

Finance Department  

October 18, 2011
April 15, 2021

TO: Michelle Zaremba, Manager
Dept. of Planning & Community Development – Mediation Division

FROM: Desa Foster, Manager Desa Foster
Department of Information Technology

SUBJECT: IT Technology Request ITPR2021.44

Congratulations. The IT Governance Board (ITGB) has approved your request for NewOrg Case Management cloud-based subscription.

The Department of Planning and Community Development – Mediation Division has identified funds for covering the cost of implementation and ongoing subscription services from a donation from the Dayton Foundation.

The account configuration for Dayton is estimated to be 6 – 12 weeks. The vendor will work directly with Mediation staff on setup, training, implementation and ongoing support and maintenance of this subscription service.
## NewOrg Management System

### Invoice

**Date:** 4/27/2021  
**Invoice #:** 9468  
**Due Date:** 5/1/2021  
**Terms:** Due on receipt

**Rep:** MC

Customer Service: 866-843-2835  
support@neworg.com

### Bill To

Dayton Mediation Center  
371 W. Second Street 3rd Floor  
Dayton, OH 45402

### Item Code | Description                                                                 | Quantity | Price  | Amount  |
-------------|-----------------------------------------------------------------------------|----------|--------|---------|
Management C.. | NewOrg Management System Software License,  
Consulting                                       Secure SSL Certificate and Server Setup | 1        | 2,500.00 | 2,500.00 |
Consulting | NewOrg Application Set-up project hours: Includes:  
                                      Project Scoping  
                                      Importing existing data from FileMaker (depends on format and availability)  
                                      Configuration (user set-up, custom field definition, drop down values, etc) for Mediation Clients and  
                                      client service, Volunteer and Donor functionality.  
                                      Web portal functionality.  
                                      Report design for all internal and external reporting including data for funder reimbursement  
                                      Training & Documentation including a Process Manual specific to your Dayton Mediation Center  
                                      NewOrg System | 55       | 150.00  | 8,250.00 |
Consulting | Police Department Complaint Management Project Scoping - Additional Hours  
                                      Configuration (user set-up, custom field definition, drop down values, etc)  
                                      Report design  
                                      Training & Documentation will be included in the Dayton Mediation Center Process Manual | 20       | 150.00  | 3,000.00 |

**Payment online via ACH is now available to clients in the USA.**

**Payment via credit card can be enabled for your account, email finance@neworg.com to learn more.**

**Please make checks payable to NewOrg Management System, Inc. and include the Invoice Number on your check or stub.**

**Thank you for partnering with NewOrg!**

---

3704 Albermarle St NW, Washington, DC 20016  
Page 1
**Invoice**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overage</td>
<td>NewOrg will track Implementation hours and will allow this project to exceed the Invoice estimate hours (75) by 20% (15). Total consulting hours covered under this invoice without additional expense are 90. Additional Implementation hours in excess of these will be billed at $150 per hour.</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Annual Pay Host...</td>
<td>Prepaid Support for Year One based on 10 users with Web Portal maintenance and including Discount for Pre-Payment of Annual Hosting (5%)</td>
<td>1</td>
<td>5,087.25</td>
<td>5,087.25</td>
</tr>
<tr>
<td>Misc Discount</td>
<td>Small group discount program</td>
<td>1</td>
<td>-3,500.00</td>
<td>-3,500.00</td>
</tr>
<tr>
<td>Payment Sched...</td>
<td>Payment Schedule 50% ($7,668.62) due with signing of the Hosting Agreement 25% ($3,834.31) due 60 days from the Hosting Agreement date 25% ($3,834.32) due upon completion of Implementation</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total** $15,337.25

**Balance Due** $15,337.25

---

Payment online via ACH is now available to clients in the USA.

Payment via credit card can be enabled for your account, email finance@neworg.com to learn more.

Please make checks payable to NewOrg Management System, Inc. and include the Invoice Number on your check or stub.

---

Thank you for partnering with NewOrg!
NEWORG MANAGEMENT SYSTEM

HOSTING & SUPPORT AGREEMENT

City of Dayton
Thursday, April 15, 2021, Version 2019

NewOrg Management System
# Table of Contents

**SUMMARY** .................................................................................................................. 3

**DEFINITIONS** ............................................................................................................. 4

**TERMS AND CONDITIONS** ....................................................................................... 5

1. Services ....................................................................................................................... 5
2. Licenses ....................................................................................................................... 6
3. Intellectual Property .................................................................................................... 6
4. Permitted Users ........................................................................................................... 6
5. Confidential Information ............................................................................................... 7
6. Term and Renewal ......................................................................................................... 7
7. Termination ................................................................................................................ 8
8. Limitation of Liability .................................................................................................. 9
9. Warranty ..................................................................................................................... 9
10. General .................................................................................................................... 10
11. System Requirements ............................................................................................... 11

**EXECUTION** ............................................................................................................. 12
Hosting & Support Agreement

SUMMARY

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Member</th>
<th>Customer #</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 15, 2021</td>
<td>May 15, 2022</td>
<td>No</td>
<td>370</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Users</th>
<th>MS Exchange</th>
<th>Web Portal Hosting</th>
<th>Monthly Hosting &amp; Support Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Staff</td>
<td>No</td>
<td>Yes</td>
<td>$595.00</td>
</tr>
</tbody>
</table>

NOTE: Monthly Hosting & Support payments will begin one year from the agreement Effective Date.

This Application Service Provider Agreement (the "Agreement") is made as of the "Effective Date" above by and between NewOrg Management System, Inc. (NEWORG) and City of Dayton (hereinafter "Customer").

WHEREAS NEWORG owns the NewOrg Management System (hereinafter "Application") which is a database management system for non-profit organizations hosted by NEWORG in a secure facility;

WHEREAS Customer desires to utilize the NewOrg Management System; and

WHEREAS NEWORG is willing to enter into an agreement with Customer whereby Customer will obtain access to NewOrg Management System.

NOW, THEREFORE, the parties agree as follows:
DEFINITIONS

The following terms, when capitalized, will have the meanings designated in this Definitions section:

- **Access**: An event in which Customer logs on to the Application using a username and password provided by the Customer’s system administrator. Customer shall be responsible for maintaining all usernames and passwords.

- **Confidential Information**: All data residing in the system is secure and considered confidential and will not be distributed to or accessed by any third parties without customer’s express written consent.

- **Downtime**: The period in which the application is unable to be accessed from the internet.

- **Licensed Software**: Proprietary NEWORG software and reporting tools hosted on NEWORG Servers.

- **Permitted Users**: Individuals employed or retained by Customer who have been registered in the Application and given a password to Access the Application pursuant to this Agreement.

- **Resource Days**: Seven hours of one consultant/technician/trainer/developer constitutes one resource day. Each additional consultant/technician/trainer/developer will simultaneously incur resource days. For example, if two consultant/technician/trainer/developers each spend seven hours on the same day on-site providing support services those hours will constitute two resource days.

- **Support Services**: Includes training, technical support, general assistance, planning, architecture design, reporting.

- **NEWORG Servers**: Computer hardware servers controlled and owned by NEWORG.
Hosting & Support Agreement

TERMS AND CONDITIONS

1. *Services.*

1.1 Subject to the terms of this Agreement, NEWORG will provide Customer with the Application. NEWORG shall also provide Support Services as set forth below.

1.1.1 The NewOrg Management System is a hosted web based software system designed to provide Non Profit Organizations an application to manage, store, and report on Client, Service, Donor, Donation, Staff, Timesheet, and Event data and provide an interface for managing mass email and web site content. No warrantees are made with regards to the suitability of any particular feature or functionality to Customer's programs or requirements. Features may change over time at the discretion of NEWORG.

1.2 *Scheduled Available Time:* NEWORG shall use reasonable efforts to make the Application available twenty-four (24) hours per day, seven (7) days a week, excluding:

1.2.1 Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration.

1.2.2 Unscheduled downtime caused by other forces beyond the immediate control of NEWORG, including software defects, hardware failures, or downtime caused by Customer's network or the Internet.

1.3.1 *Support Services (Set up of Application):* NEWORG support will be provided by phone, e-mail, and on-site assistance. On site assistance will occur when deemed necessary by NEWORG. During the initial configuration and launch of the Application, NEWORG will provide resources for planning, customizations, custom reports, and administrator training at the agreed upon rate. These days may be on-site or otherwise.

1.3.2 *Support Services (On going):* NEWORG support will be provided by phone, e-mail, and on-site assistance. On site assistance will occur when deemed necessary by NEWORG. NEWORG will provide support and assistance related to the Application, its use, configuration, and management. NEWORG will answer an unlimited number of support requests per month, up to one (1) hour per incident. Additional consulting or support is available at NEWORG's standard consulting rate.

1.3.3 *Access to Data:* Customer can export data locally using reports at any time, but if a full copy of the database is required, Customer may request from support a full backup copy of the database on a monthly basis. This will be made available via secure FTP.
Hosting & Support Agreement

1.3.4
Scheduled down time: From time to time, NEWORG will schedule downtime of the system to initiate new features, update software and hardware, etc. Whenever possible, NEWORG will limit scheduled down time to weekends and overnight. All users will be notified via email and through All System Notices of the scheduled down time.

1.3.5
Exclusions: NEWORG is not responsible for, and will not provide support or troubleshooting services for client network connectivity, client computer hardware or software issues, browser problems or conflicts. NEWORG will provide support only on systems meeting the minimum system requirements described in section 11 of this contract.

2. Licenses.

2.1
Licensed Software: Subject to the terms of this Agreement, NEWORG hereby grants to Customer a nonexclusive, limited, personal license to allow the Permitted Users to use the Application. Customer's rights in the Licensed Software will be limited to the limited license expressly granted in this Section 3. NEWORG reserves all rights and licenses in and to the Licensed Software not expressly granted to Customer under this Agreement.

2.2
License Restrictions. Unless otherwise provided for in this Agreement, Customer may not, nor permit any third party to: (a) copy the Licensed Software; (b) modify, translate or otherwise create derivative works of the Licensed Software; (c) disassemble, decompile or reverse engineer the object code or source code of the Application; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Licensed Software in violation of any United States export law or regulation.


3.1
NEWORG's Intellectual Property: NEWORG and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques NEWORG provides under this Agreement related to the Application, and all technology available on the NEWORG Servers. Customer agrees and acknowledges that no title to the Licensed Software or any aspect of the NEWORG Application shall pass to Customer under this Agreement.

3.2
Customer's Intellectual Property: All data and content entered by Customer or Imported by NEWORG on behalf of Customer remains the exclusive property of Customer. Customer owns all data, content, images, design, etc related to Web Site's being hosted. Customer reserves all rights to any data, images, video, audio, design and content.

4. Permitted Users.

Password Allocation: Both parties shall identify employees who are Permitted Users and who will receive passwords and keys to use the Application for the purposes permitted by this Agreement.
Hosting & Support Agreement

Either party will immediately notify the other if it determines, or has reason to believe, that an unauthorized party has gained access to a password. Either party shall hold each other harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of passwords.

5. **Confidential Information.**

5.1 *Agreement Terms:* Under no circumstances may either party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any third party (including, but not limited to, competitors, industry analysts, press or media) without expressed agreement from the other party which will not be unreasonably withheld.

5.2 *Obligation:* Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party. Each party shall use the same degree of care to protect the disclosing party’s Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party is allowed to disclose the other party’s Confidential Information to any person or entity other than the receiving party’s officers, employees, consultants and legal advisors who need access to such Confidential Information to effect the intent of the Agreement. Customer shall not disclose, orally or in writing, any benchmark tests of the Licensed Software to any third party. Each party agrees to notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

5.3 *Deemed Confidential Information:* The Application shall be deemed the Confidential Information of NEWORG.

5.4 *HIPAA Compliance:* The NewOrg Management System is hosted in a secure facility and employs reasonable safeguards to ensure the integrity and security of the client’s data. All data modification and system access is recorded for auditability and the data is encrypted and backed up nightly. Access to the system requires a username and password and all web access is through a Secure Socket Layer (SSL) connection. The Application shall be modified where possible and practical to adapt to new security threats, regulatory requirements, and emerging best practices.

6. **Term and Renewal.**

6.1 This Agreement shall be effective for a period of one year starting from the Effective Date ("Initial Term"). This agreement shall automatically be renewed for successive one year periods unless terminated by either party upon thirty (30) days notice prior to the expiration of the current period.

The payment terms set forth in above Summary section are based on the estimated number of Permitted Users and current NEWORG pricing schedule as of the date of the Agreement.
Hosting & Support Agreement

NEWORG reserves the right to periodically audit the number of Permitted Users and to update the Monthly Hosting & Support Payment amount. However, during the Initial Term any changes to the Monthly Hosting & Support Payment amount shall solely be based on changes in the number of Permitted Users and not any updated pricing schedules introduced by NEWORG.

After the Initial Term and with three months notice, NEWORG may periodically introduce new pricing schedules for Monthly Hosting & Support. Any updates to NEWORG’s pricing schedule shall not occur more frequently than one time in any twelve (12) month period.

7. Termination.

This Agreement, and any Exhibit referencing this Agreement, may be terminated as follows:

7.1
If Customer fails to make any payment due hereunder, and fails to cure such breach within 10 business days after receiving written notice from NEWORG, then NEWORG may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable.

7.2
Except as set forth in Section 7.1 above, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30-day period. No penalties shall be assessed as long as the above terms are met.

7.3
This Agreement may terminate immediately upon notice by NEWORG if a receiver is appointed to Customer, an assignee is appointed for the benefit of creditors of Customer, or in the event of Customer insolvency or Customer’s inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws. Such termination shall not be deemed a material breach of this Agreement, and Customer shall not incur any additional liability due to such termination.

7.4
Software: Upon termination or expiration of this Agreement, all Customer rights to the Application, including but not limited to the rights to use and Access, automatically terminate immediately. Customer will discontinue its use of the Application and return or provide verification of destruction related to any copy of any Confidential Information of the Application it may possess.

7.5
Should NEWORG or Customer terminate this agreement (as described above) NEWORG will provide Customer with all of their accumulated data in the form of a MS SQL database or HTML web content (for clients using Content Manager) at no cost.

7.6
Should NEWORG become unable or unwilling to continue to host and support the Application, NEWORG will continue to host, support and provide access to the Application for 90 days from the date of written notice at the monthly rate at the time of termination.
Hosting & Support Agreement

8. **Limitation of Liability.**

8.1 IN NO EVENT WILL NEWORG’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED LIABILITY AROSE. IN NO EVENT WILL NEWORG, ITS LICENSORS, OR ITS SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL LOSSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S COMPUTER SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT NEWORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION REPRESENT A REASONABLE ALLOCATION OF RISK.

8.2 Disaster Recovery: NEWORG will make commercially reasonable efforts to create and protect back-up copies of customer data. Subject to the above, NEWORG shall have no liability or duty of indemnification related to lost or corrupt data. This limitation of liability eliminates any duty or liability on the part of NEWORG related to lost or corrupt data resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of its control.

8.3 IN NO EVENT WILL CUSTOMER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CUSTOMER FOR THE SERVICES.

9. **Warranty.**

9.1 Mutual Warranty: Each party warrants to each other that it has the right and authority to enter into, and to grant the rights and perform the obligations described in, this Agreement.

9.2 Limited Warranty. Each party will perform its obligations hereunder in a good and workmanlike manner. The sole remedy and exclusive liability for breach of this warranty shall be replacement of the breaching party's obligations.

9.3 Disclaimer: NEWORG specifically does not warrant that the use of the Application will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in Application updates, or in every case, or that NEWORG will detect every bug in Customer’s systems, or that Customer’s systems will operate without error after testing. NEWORG disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Customer's connections to the Internet, due to any reason beyond NEWORG's control.
Hosting & Support Agreement

9.4 Exclusive Warranty: THE ABOVE WARRANTY IS EXCLUSIVE. NEWORG MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE TERMS OF THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

9.5 As-Is Basis: THE SOFTWARE AND SERVICES ARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. NEWORG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. General.

10.1 Publicity: NEWORG will have the right to include quotes from Customer in NEWORG press releases upon Customer's prior approval of such quotes, which approval will not be unreasonably withheld, conditioned or delayed. Customer agrees that NEWORG may use Customer's name, trademarks and logos in press releases, product brochures and similar marketing materials, financial reports and prospectuses indicating that Customer is a customer of NEWORG, and may use Customer as a reference for sales and public relations purposes.

10.2 Assignment: Customer may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of NEWORG. Assignment without such consent shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

10.3 Amendment: The terms and conditions of this Agreement, may not be changed except by an amendment in writing, which references this Agreement and is signed by an authorized officer of each party.

10.4 Waiver: No failure or delay by either party in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

10.5 Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.6 Arbitration and Equitable Relief: The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by expedited arbitration to be held in Miami, Florida, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court
Hosting & Support Agreement

having jurisdiction. NEWORG and Customer shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay its counsel fees and expenses. Nothing herein shall prevent either party from seeking emergency equitable relief in a court of law if necessary.

10.7
Notices: All notices required under this Agreement must be in writing. Notices shall be effective upon (a) actual delivery to the other party, if delivered in person, or by facsimile, or by national overnight courier, or by email; or (b) five business days after being mailed via U.S. postal service, postage prepaid. All notices shall be sent to the address stated in this Agreement or at such other address as either party may provide by advance written notice in accordance with this subsection.

10.8
Independent Entities: The parties are independent entities. Neither party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

10.9
Severability: Any provision of this Agreement that is held to be unenforceable in any jurisdiction shall be ineffective only as to that jurisdiction, and only to the extent of the unenforceability of such provision without invalidating the remaining provisions hereof.

10.10
Force Majeure: Except for Customer's obligations to make payment hereunder, neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

10.11
Complete Understanding: This Agreement, including all Schedules, Exhibits and Attachments, constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written.

10.12
Survival. The respective rights and obligations under the Sections headed Confidential Information, Termination, and Limitation of Liability, in addition to any payment obligations incurred pursuant to this Agreement, shall survive the termination or expiration of this Agreement.

11. System Requirements.

11.1
Application is supported using Google Chrome or Mozilla Firefox as the internet browser. Certain security and firewall setting will be required to utilize the Application. NEWORG will advise Customer's administrator of those requirements. NEWORG reserves the right to change these requirements.
Hosting & Support Agreement

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Accepted and Agreed:

City of Dayton

By ________________________
Name: ________________________
Title: _________________________
Date: ________________
Address for correspondence to
City of Dayton:

________________________

NewOrg Management System, Inc.

By: ________________________
Name: Mario Coryell
Title: Business Development Director
Date: ________________
Address for correspondence to
NewOrg Management System:

3704 Albemarle St. N.W.
Washington, DC  20016

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

20 Min. Book  Page

CLERK OF THE COMMISSION

3704 Albemarle St. N.W., Washington, DC, 20016 • Phone 866-843-2835 • www.neworg.com
City Manager's Report

From 3410 - Water Director
Supplier, Vendor, Company, Individual
Name Zan Creative Inc. dba Nova Creative
Address 1179 Lyons Road
Dayton, OH 45458

Date May 12, 2021
Expense Type Contract Modification
Total Amount $144,900.00 (thru 12/31/2021)

Fund Source(s) Fund Code(s) Fund Amount(s)
2021 Water Operating Fund 53000-9970-1192-54 $144,900.00

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

PROFESSIONAL SERVICES AGREEMENT
MARKETING STRATEGIES, MEDIA ADVERTISING AND COLLATERAL SERVICES
THIRD AMENDMENT

The Department of Water requests permission to enter into a Third Amendment with Zan Creative Inc. dba Nova Creative Inc. in the amount of $144,900.00. This Third Amendment will cover additional services/work needed to continue services related to education, outreach, awareness, branding and marketing collaterals.

The original Agreement was approved on April 17, 2019 in the amount of $75,000.00. The First Amendment was approved on November 6, 2019 in the amount of $80,000.00 and increased the contract amount to $155,000.00. The Second Amendment First Renewal was approved on November 4, 2020, increasing the contract amount to $245,000.00, and extended the term to December 31, 2021. This Third Amendment will increase the contract amount to $389,900.00, an increase of $144,900.00.

This Third Amendment is being funded using the 2021 Water Operating Funds.

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

A Certificate of Funds, and a copy of the Third Amendment are attached.

Signatures/Approval

Approved by City Commission

Division
Michael Powell

Department
City Manager
FORM NO. MS-16

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>4/17/2019</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2021</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$245,000.00</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$245,000.00</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2267, CT20-2267</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$144,900.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

| Amount: $144,900.00 | Seq. 1 |
| Fund Code | 53000 - 9970 - 1192 - 54 |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | |
| Fund Code | |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALS

Vendor Name: Zan Creative Inc., dba Nova Creative
Vendor Address: 1173 Lyons Road Dayton OH 45458
Federal ID: 45-5554859
Commodity Code: 96153
Purpose: Third Amendment to the Professional Services Agreement for Marketing, Research, Campaign Strategies, Collaterals and Media Services for the Department of Water.

No change to team. CT ends 12/31/2021

Contact Person: Lisa Burton-Yates
Water Engineering
4/30/2021
Department/Division
Date
Originating Department Director's Signature: Michael Powell
Digitally signed by Michael Powell
Date: 3/30/2011 12:35:54 AM GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 5/4/2021
Date

CF Prepared by: 5/3/21
Date
CF/CT Number: C121-2267

Finance Department
October 16, 2011
THIRD AMENDMENT OF AGREEMENT FOR MARKETING, MEDIA, AND COLLATERAL SERVICES

This Third Amendment is dated this ___ day of __________, 2021 between the City of Dayton, Ohio ("City") and Zan Creative Inc., dba Nova Creative ("Consultant"), with an office at 1179 Lyons Rd., Dayton, OH 45458.

WITNESSETH:

WHEREAS, On April 17, 2019, the Commission of the City of Dayton approved an Agreement for Marketing, Media and Collateral Services (CT19-2267) ("Agreement") between the City and Consultant; and

WHEREAS, On November 6, 2019, the Commission of the City of Dayton, Ohio, approved the First Amendment to the Agreement CT19-2267, between the City and Consultant; and,

WHEREAS, On November 4, 2020, the Commission of the City of Dayton, Ohio, approved the Second Amendment First Renewal to the Agreement CT19-2267, between the City and Consultant; and,

WHEREAS, The City desires additional marketing and media services, and Consultant is willing to perform such services for additional compensation.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree to renew and amend the Agreement as follows:

1. The City and the Consultant agree to amend the Agreement as follows:

   Article 2. Services To Be Performed By Consultant, shall be deleted in its entirety and replaced with the following language.

   ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

   Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, A1, A2, and A3, Scope of Services, which attached hereto and incorporated by reference.

   Article 3. Compensation shall be deleted in its entirety and replaced with the following language.

   ARTICLE 3 – COMPENSATION shall be amended to include the following:

   The total remuneration in this Agreement shall not exceed THREE HUNDRED EIGHTY- NINE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS ($389,900.00). The City shall pay Consultant the additional compensation set forth in Attachment B3, which is attached hereto and incorporated herein.

   2. The City and Consultant hereby agree that Attachment A3 and Attachment B3, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

   3. Except as amended by this Third Amendment, all other terms, covenants and conditions contained within the Agreement remain in full force and effect.

   IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Third Amendment as of the date set forth above.
CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

4/25/2021

X John Musto for
City Attorney

Signed by: Musto, John

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

........................................, 2021

Min./Bk. Pg.

Clerk of the Commission

ZAN CREATIVE INC. DBA NOVA CREATIVE

By: 
Title: President
ATTACHMENT A3
TO
 AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio  
Project: Marketing, Media Advertising and Collateral Services  
Consultant: Zan Creative Inc. dba Nova Creative

SCOPE OF SERVICES

The scope of services during the Third Amendment includes all services as identified in Attachment A, A1, A2 as well as those to be rendered during the Third Amendment, to include:

- Microsite updates
- Editorial Calendar (social media, editorial and news, etc.)
- Code Red Marketing (to develop content to explain CodeRed notification services to get residents signed up)
- Investing in Dayton’s signage (these are signs that will be at the worksite for our capital improvement projects)
- Investing in Water’s Talent (develop a comprehensive program for water employees to include mentorship, job shadowing, coaching session, leadership development, and training)
- Influencer Program (A program developed to assist with morale and empower the influencers with correct information to share to other employees within their divisions)
- Creative for Annual Meeting and High School Water Career virtual programs
- High School Career Conference XEO platform (virtual experience)
- Annual Meeting XEO platform (virtual experience)
- Technical marketing services (as needed)
ATTACHMENT B3
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

COMPENSATION

1. The total “Not-To-Exceed” fee for performance of the Third Amendment for services outlined in Attachment A3 to this Agreement is $144,900.00. This amount includes all of the services identified in A3, and any other identified marketing and communication services required.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>4/17/2019</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2021</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$245,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$215,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$30,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2267, CT20-2267</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$30,000.00</td>
<td></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>

| Amount: | $30,000.00 | Seq. 1 |
| Fund Code | 53000 - 9970 - 1192 - 54 - | |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | | |
| Fund Code | | |

| Amount: | | |
| Fund Code | | |

Vendor Name: Zan Creative Inc.
Vendor Address: 7812 McEwen Road, Suite 300 Dayton OH 45459
Street City State Zipcode + 4
Federal ID: 45-5554859
Commodity Code: 96153
Purpose: Second year of the Second Amendment First Renewal to the Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals and Media Services for the Department of Water.

Contact Person: Lisa Burton-Yates
Water Engineering Department/Division Date 3/19/2021
Originating Department Director's Signature: Aaron S. Zoni
[Signature]
Date 3/19/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:
Date 4-6-2021

Prepared by:
Date 9/5/2021

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>4/17/2019</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2021</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$155,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$155,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$155,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2267, CT20-2267</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$30,000.00</td>
<td></td>
</tr>
</tbody>
</table>

No Draft Documents Permitted

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: | $60,000.00 | Seq. 1 |
| Fund Code | 53000 - 9870 - 1192 - 54 |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Zan Creative Inc.
Vendor Address: 7812 McEwen Road, Suite 300 Dayton OH 45459

Federal ID: 45-5554859
Commodity Code: 98153
Purpose: Second Amendment First Renewal to the Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals and Media Services for the Department of Water.

Contact Person: Lisa Burton-Yates

Originating Department Director's Signature: Aaron S. Zonin

Water Engineering

10/23/2020

Department/Division

Date

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: [Signature]
Finance Date: 10/24/2020

CF Prepared by: [Signature]
Date: 10/24/2020

October 18, 2011
City Manager's Report

From: 3410 - Water Director
Supplier, Vendor, Company, Individual: Zan Creative Inc. dba Nova Creative
Address: 7812 McEwen Road, Suite 300
Dayton, OH 45459

Date: November 4, 2020
Expense Type: Service Agreement
Total Amount: $90,000.00 (thru 12/31/2021)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Water Operating Fund</td>
<td>53000-9970-1192-54</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>2021 Water Operating Fund</td>
<td>53000-9970-1192-54</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

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

Description:

PROFESSIONAL SERVICES AGREEMENT
MARKETING STRATEGIES, MEDIA ADVERTISING AND COLLATERAL SERVICES
SECOND AMENDMENT FIRST RENEWAL

The Department of Water requests permission to enter into a Second Amendment First Renewal with Zan Creative Inc. dba Nova Creative Inc. in the amount of $90,000.00. This Second Amendment First Renewal will cover additional services/work needed to continue services related to education, outreach, awareness, branding and marketing collaterals.

The original Agreement was approved on April 17, 2019 in the amount of $75,000.00. The First Amendment was approved on November 6, 2019 in the amount of $80,000.00 and increased the contract amount to $155,000.00. The Second Amendment First Renewal increases the contract amount to $245,000.00, an increase of $90,000.00. The Second Amendment First Renewal renews the Agreement for one (1) additional 12-month period, extending the term to December 31, 2021.

This Second Amendment First Renewal is being funded using the 2020 and 2021 Water Operating Funds.

The Second Amendment First Renewal has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds, and a copy of the Second Amendment First Renewal are attached.

Signatures/Approval

Division
Aaron S. Zolin
Digitally signed by Aaron S. Zolin
Date: 2020.10.23 11:52:20 -04'00'
Department
City Manager
FORM NO. MS-16

Approved by City Commission

Updated 8/2016
November 4, 2020

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

FROM: Michael Powell, Director
       Department of Water

SUBJECT: Request for Signature – Second Amendment/ First Renewal- Marketing Strategies, Media Advertising and Collateral Services – CT19-2267 – Zan Creative Inc.

Attached please find four (4) copies of the Second Amendment/ First Renewal to the Agreement referenced above with applicable consultant signatures. Authorization for execution of this Contract was granted by the City Commission on November 4, 2020 by City Manager’s Report #3. This Contract is ready for City of Dayton signatures.

Please return to Lisa Burton-Yates (x3729) in the Division of Water Engineering.

Enclosures (4)
SECOND AMENDMENT, FIRST RENEWAL OF AGREEMENT FOR MARKETING, MEDIA, AND COLLATERAL SERVICES

This Second Amendment and First Renewal is dated the 26th day of November, 2020 between the City of Dayton, Ohio ("City") and Zan Creative Inc., dba Nova Creative ("Consultant"), with an office at 7812 McEwen Road, Suite 300, Dayton, OH 45459.

WITNESSETH:

WHEREAS, On April 17, 2019, the Commission of the City of Dayton approved an Agreement for Marketing, Media and Collateral Services (CT19-2267) ("Agreement") between the City and Consultant; and

WHEREAS, On November 6, 2019, the Commission of the City of Dayton, Ohio, approved the First Amendment to the Agreement CT19-2267, between the City and Consultant; and,

WHEREAS, The City desires additional marketing and media services, and Consultant is willing to perform such services for additional compensation.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree to renew and amend the Agreement as follows:

1. Renewal

The City and the Consultant agree to renew the Agreement for Marketing, Media, and Collateral Services. Both parties agree to renew the contract for (1) additional 12-month period, as provided in the Article 1 (Term) of this Agreement. Therefore, the renewal term of this Agreement shall now expire on December 31, 2021.

2. Amendment

The City and the Consultant agree to amend the Agreement as follows:

Article 2. Services To Be Performed By Consultant, shall be deleted in its entirety and replaced with the following language.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, A1, and A2, Scope of Services, which attached hereto and incorporated by reference.

Article 3. Compensation shall be deleted in its entirety and replaced with the following language.

ARTICLE 3 – COMPENSATION shall be amended to include the following:

The total remuneration in this Agreement shall not exceed TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($245,000.00). The City shall pay Consultant the additional compensation set forth in Attachment B2, which is attached hereto and incorporated herein.

3. The City and Consultant hereby agree that Attachment A2 and Attachment B2, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.
4. Except as amended by this Second Amendment, First Renewal, all other terms, covenants and conditions contained within the Agreement remain in full force and effect.

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

CITY OF DAYTON, OHIO

[Signature]
City Manager

ZAN CREATIVE INC. DBA NOVA CREATIVE

By [Signature]
Title President

APPROVED AS TO FORM AND CORRECTNESS:

10/16/2020

[Signature] Amelia N. Blankenship for
City Attorney
Signed by: Blankenship, Amelia

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

[Signature]

November 4, 2020

Mjn./Bk_1-14 Pg._

[Signature]
Clerk of the Commission
ATTACHMENT A2
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

SCOPE OF SERVICES

The scope of services during the Second Amendment, First Renewal includes all services as identified in Attachment A, and A1 as well as those to be rendered during the Second Amendment, First Renewal to include Phase 1 of the Micro Site Development, Social Media Assistance, and any other identified marketing and communications services as needed for the City of Dayton Water Department.

All services were previously held due to marketing dollars being identified for Covid-19 related expenses.
ATTACHMENT B2
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

COMPENSATION

1. The total “Not-To-Exceed” fee for performance of the Second Amendment, First Renewal of Services outlined in Attachment A2 to this Agreement is $90,000.00. This amount includes development of a new Micro site (Phase 1), Social Media Assistance, and any other identified marketing and communication services required.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td></td>
<td>4/17/2019</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td>12/31/2020</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td></td>
<td>$ 155,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td></td>
<td>$ 105,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td>$ 50,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2267</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td>$ 50,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 50,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seq. 1</td>
<td>Fund Code</td>
</tr>
<tr>
<td></td>
<td>53000 - 9970 - 1192 - 54</td>
</tr>
<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Zan Creative Inc.
Vendor Address: 7812 McEwen Road, Suite 300 Dayton OH 45459
Street City State Zipcode + 4
Federal ID: 45-5554859
Commodity Code: 96153
Purpose: Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals, and Media Services for the Department of Water.

Contact Person: Lisa Burton-Yates
Water Engineering Department/Division 3/9/2020 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 03/17/2020 Date

CF/CT Number

Finance Department October 18, 2011
AGREEMENT FOR MARKETING, MEDIA AND COLLATERAL SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio, ("City"), and Zan Creative Inc. dba Nova Creative ("Consultant"), with an office at 7812 McEwen Road, Suite 300, Dayton, OH 45459.

WITNESSETH:

WHEREAS, The City wishes to implement effective Marketing Campaigns and Marketing Services; and

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

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

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

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2020, whichever date is earlier. Consultant and the City shall enter into a two (2) year contract, with the options to renew the contract for three (3) additional 12-month periods, contingent upon satisfaction with the work, availability of funds and mutual agreement of both parties.

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

ARTICLE 3. COMPENSATION
The total remuneration in this Agreement shall not exceed SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) and shall be paid as follows for the Services provided over the term:

- Year One (Date of Execution thru December 31, 2019) – Twenty-Five Thousand Dollars ($25,000.00)
- Year Two (January 1, 2020 thru December 31, 2020) – Fifty Thousand Dollars ($50,000.00)

The City shall pay Consultant according to the cost estimate and fee schedule in Attachment B, which is incorporated herein by reference. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to 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 Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

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

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date: 4/17/2019
Expiration Date: 12/31/2020

Original Commission Approval:
$ 75,000.00

Initial Encumbrance:
$ 25,000.00

Remaining Commission Approval:
$ 50,000.00

Original CT/CF Increase Encumbrance

Decrease Encumbrance

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: $ 25,000.00
Seq. 1

Fund Code: 53000 - 9870 - 1192 - 54 - Acct - Prog - Act - Loc

Vendor Name: Zan Creative Inc.
Vendor Address: 7812 McEwen Road, Suite 300 Dayton OH 45459
Federal ID: 45-5554859
Commodity Code: 98153
Purpose: Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals, and Media Services for the Department of Water.

Contact Person: Lisa Burton-Yates

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: [Signature]
Date: 4-9-19

CF Prepared By: [Signature]
Date: 4-5-19

Finance Department
1. Campaign Launch Date
2. Campaign Length
   - Creating Budgets
     1. Annual Marketing Budget
     2. Budget for this campaign
     3. Cost-Saving Measures

Deliverable #2

Graphic Design and Art Direction Services

Nova Creative will work with Water Marketing Representative and/or Water Marketing taskforce to:

Nova Creative will be responsible for editing, reworking, and manipulating marketing materials, as is required during the developmental stages of a project to comply with specific parameters of the project.

Nova Creative will supply at least 3 or more concepts, designs (or etc.) for the City’s review for each project. All marketing designs, collaterals, materials and etc. will include 4 revisions after review from Water staff for content and correctness. Any additional costs caused by Nova’s failure to make requested correction shall be incurred by Consultant at no cost to the City. Nova Creative will immediately notify Water of any additional cost of service(s) requested by Water that is above and beyond the contracted 4 (four) revisions. The additional costs to be incurred by Water will be agreed to and approved by Water prior to commencement of respective work.

Nova Creative must have the ability to email soft copies of work for editing and approvals as well as meeting face to face as needed to go over project artwork. All graphic designs, artwork and photography generated from all work outlined in this scope of services will become exclusive property of the City of Dayton, Department of Water.

Deliverable #3

Media Services and Campaigns

Nova Creative will work with Water Marketing Representative and/or Water Marketing taskforce to collaborate with Public Affairs when necessary for centralized City channels to:

The media services and campaigns could include but are not limited to:

- Developing and produce effective media advertising to include but not limited to PSAs, radio, social media etc.
- Developing the most effective media campaign(s) to reach our consumers, residential, business (current and potential) and industrial customers
- Translating ability to adapt various languages
- Developing the most effective media campaign(s) to reach our consumers: residential, industrial and business customers
- Developing the most effective media campaign(s) to reach our potential customer base: medium – large water users
- Generating reports and matrices on the overall success of the media placement and if metrics are not effective, Consultant will redirect the marketing efforts into another media outlet to achieve higher performance at no additional cost above and beyond the proposal
ATTACHMENT B TO AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collaterals Services
Consultant: Zan Creative Inc dba Nova Creative

COMPENSATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic</td>
</tr>
<tr>
<td>Brochure Design</td>
<td>$1800 - $2400</td>
</tr>
<tr>
<td>Newsletter Design</td>
<td>$1800 - $2400</td>
</tr>
<tr>
<td>Copywriting</td>
<td>$150 - $500</td>
</tr>
<tr>
<td>Logo Design</td>
<td>$1800 - $2400</td>
</tr>
<tr>
<td>Flyers Design</td>
<td>$800 - $1500</td>
</tr>
<tr>
<td>Post Cards Design</td>
<td>$1200 - $2400</td>
</tr>
<tr>
<td>Public Services Advertising</td>
<td>$1800 - $5000</td>
</tr>
<tr>
<td>Interactive Media</td>
<td>$1800 - $5000</td>
</tr>
<tr>
<td>Video</td>
<td>$1500 - $5000</td>
</tr>
<tr>
<td>Tabletop Display</td>
<td>$2500 - $4000</td>
</tr>
</tbody>
</table>

Other items can be quoted separately upon request.

Special products may require additional costs, those items can be discussed before the project begins.

Printing, fulfillment, postage and HD video shoot not included in the above pricing breakdown.

Pricing available for 2019 – 2020 only.
# CERTIFICATE OF FUNDS

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

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>4/17/2019</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2020</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$75,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$50,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2267</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$80,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$50,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Required Documentation**

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

<table>
<thead>
<tr>
<th>Amount: $80,000.00</th>
<th>Seq. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 53000 - 9970 - 1192 - 54 -</td>
<td></td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

| Amount: |
|-------------------|--------|
| Fund Code | |
| Fund | Org | Acct | Prog | Act | Loc |

**Vendor Information**

- Vendor Name: Zan Creative Inc.
- Vendor Address: 7812 McEwen Road, Suite 300, Dayton, OH 45459
- Federal ID: 45-5554859
- Commodity Code: 96153
- Purpose: First Amendment to the Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals and Media Services for the Department of Water.

**Contact Person:** Lisa Burton-Yates

**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:**

---

**October 18, 2011**
November 7, 2019

TO: City Commission Office
    City Manager’s Office
    Department of Finance

FROM: Michael Powell, Director
    Department of Water


Attached please find four (4) copies of the First Amendment to the Agreement referenced above with applicable consultant signatures. Authorization for execution of this Contract was granted by the City Commission on November 6, 2019 by City Manager’s Report #4. This Contract is ready for City of Dayton signatures.

Please return to Lisa Burton-Yates (x3729) in the Division of Water Engineering.

Enclosures (4)
City Manager's Report

From 3410 - Water Director
Supplier, Vendor, Company, Individual
Name Zan Creative Inc. dba Nova Creative
Address 7812 McEwen Road, Suite 300 Dayton, OH 45459

Date November 6, 2019
Expense Type Service Agreement
Total Amount $80,000.00 (thru 12/31/2020)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Water Operating Fund</td>
<td>53000-9970-1192-54</td>
<td>$80,000.00</td>
</tr>
</tbody>
</table>

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

Description

PROFESSIONAL SERVICES AGREEMENT
MARKETING STRATEGIES, MEDIA ADVERTISING AND COLLATERAL SERVICES
FIRST AMENDMENT

The Department of Water requests permission to enter into a First Amendment with Zan Creative Inc. dba Nova Creative Inc. in the amount of $80,000.00. This Amendment will cover additional services/work needed to continue services related to education, outreach, awareness, branding and marketing collaterals.

The original Agreement was approved on April 17, 2019 in the amount of $75,000.00. Amendment No. 1 will increase the contract amount to $155,000.00.

This First Amendment is being funded using the 2019 Water Operating Fund.

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

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

Signatures/Approval

Department

City Manager

FORM NO. MS-16

Approved by City Commission
Rashelle Loveless
November 6, 2019
Date

Updated 8/2016
FIRST AMENDMENT OF AGREEMENT FOR MARKETING, MEDIA, AND COLLATERAL SERVICES

This First Amendment is dated this 23rd day of November, 2019 between the City of Dayton, Ohio (“City”) and Zan Creative Inc., dba Nova Creative (“Consultant”), with an office at 7812 McEwen Road, Suite 300, Dayton, OH 45459.

WITNESSETH:

WHEREAS, on April 17, 2019, the Commission of the City of Dayton approved an Agreement for Marketing, Media and Collateral Services (CT19-2267) (“Agreement”) between the City and Consultant; and

WHEREAS, the City desires additional marketing and media services, and Consultant is willing to perform such services for additional compensation.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. **ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT** shall be amended to read as follows:

   Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference. Consultant shall also perform the Services described in Attachment A1, which is attached hereto and incorporated herein.

2. **ARTICLE 3 – COMPENSATION** shall be amended to include the following:

   City shall pay Consultant the additional compensation set forth in Attachment B1, which is attached hereto and incorporated herein, for a total remuneration of the Agreement and this First Amendment of the Agreement not to exceed ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS ($155,000.00).

3. The City and Consultant hereby agree that Attachment A2 and Attachment B2, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

4. Except as amended by this First Amendment, all other terms, covenants and conditions contained within the Agreement remain in full force and effect.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this First Renewal as of the date set forth above.

CITY OF DAYTON, OHIO

[Signature]
City Manager

ZAN CREATIVE INC. DBA NOVA CREATIVE

By [Signature]
Title President

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

November 4, 2019

Min./Bk. I-14 Pg. ____________

[Signature]
Clerk of the Commission
ATTACHMENT A1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

SCOPE OF SERVICES

The scope of services during the First Amendment includes all services as identified in Attachment A to the initial Agreement dated April 17, 2019 as well as creating four videos and a six month media rate increase campaign from October 2019-March 2020 for the City of Dayton Water Department.
ATTACHMENT B1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

COMPENSATION

1. The total “Not-To-Exceed” fee for performance of the First Amendment of Services outlined in Attachment A1 to this First Amendment is $80,000.00. This amount includes creating four videos that will run for six months with regards to the media rate increase campaign from October 2019-March 2020.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>4/17/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$75,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$50,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount: | 25,000.00 | Seq. 1 |
| Fund Code | 53000 - 9970 - 1192 - 54 - 1 |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | |
| Fund Code | |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | |
| Fund Code | |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALS

Vendor Name: Zan Creative Inc.
Vendor Address: 7812 McEwen Road, Suite 300 Dayton OH 45459
Federal ID: 45-5554859
Commodity Code: 96153
Purpose: Professional Services Agreement for Marketing Research, Campaign Strategies, Collaterals, and Media Services for the Department of Water.
Contact Person: Lisa Burton-Yates
Water Engineering
Department/Division 4/5/2019
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 4-9-19
Finance Department

CF Prepared by 4-5-19
CF/CT Number 4/5/19

October 18, 2011
May 20, 2019

TO: City Commission Office
    City Manager’s Office
    Department of Finance

FROM: Michael Powell, Director
      Department of Water

SUBJECT: Request for Signature – Marketing Strategies, Media Advertising and
         Collateral Services – CT19-2267 – Zan Creative Inc.

Attached please find four (4) copies of the Contract referenced above with applicable consultant
signatures. Authorization for execution of this Contract was granted by the City Commission on
April 17, 2019 by City Manager’s Report #2. This Contract is ready for City of Dayton signatures.

Please return to Lisa Burton-Yates (x3729) in the Division of Water Engineering.

Enclosures (4)
PROFESSIONAL SERVICES AGREEMENT
MARKETING STRATEGIES, MEDIA ADVERTISING AND COLLATERAL SERVICES

The Department of Water requests permission to enter into an Agreement with Zan Creative Inc. dba Nova Creative Inc. in the amount of $75,000.00 for services related to education, outreach, awareness, branding and marketing collaterals. This includes the development and implementation of a marketing strategy, as well as the development of new marketing campaign(s) along with the deliverables, design and media services.

The project is being fully funded using 2019 and 2020 Water Operating Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2020, with the option to renew for three additional 12-month periods.

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

A Certificate of Funds, and a copy of the Agreement are attached.
AGREEMENT FOR MARKETING, MEDIA AND COLLATERAL SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio, ("City"), and Zan Creative Inc. dba Nova Creative ("Consultant"), with an office at 7812 McEwen Road, Suite 300, Dayton, OH 45459.

WITNESSETH:

WHEREAS, The City wishes to implement effective Marketing Campaigns and Marketing Services; and

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

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

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2020, whichever date is earlier. Consultant and the City shall enter into a two (2) year contract, with the options to renew the contract for three (3) additional 12-month periods, contingent upon satisfaction with the work, availability of funds and mutual agreement of both parties.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) and shall be paid as follows for the Services provided over the term:

- Year One (Date of Execution thru December 31, 2019) – Twenty-Five Thousand Dollars ($25,000.00)
- Year Two (January 1, 2020 thru December 31, 2020) – Fifty Thousand Dollars ($50,000.00)

The City shall pay Consultant according to the cost estimate and fee schedule in Attachment B, which is incorporated herein by reference. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish to Consultant, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.
ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

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

(1) General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers’ liability insurance, having a limit of $500,000 for each occurrence.
(4) Professional liability insurance, having a limit of $1,000,000 annual aggregate.

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.
Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to 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 Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

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

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

[Signature]
City Manager

ZAN CREATIVE INC. DBA NOVA CREATIVE

By: [Signature]
Title: President

APPROVED:

[Signature]
Director, Department of Water

APPROVED AS TO FORM
AND CORRECTNESS

[Signature]
City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

April 17, 2019

Min./Bk. I-15 Pg. 0550

Rachelle Lavender
Clerk of Commission
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collateral Services
Consultant: Zan Creative Inc. dba Nova Creative

SCOPE OF SERVICES

The Department of Water is seeking a multi-year contract (2019-2020) and approach to develop an Education and Awareness Marketing & Campaign Strategy, to include media, design services and marketing collaterals, but not limited to: (a) building a stronger brand presence through education, outreach and awareness that speaks to the value of COD utility, water quality and its water services; (b) develop and identify messaging that increases brand awareness and to gauge messaging perceptions among our consumers and customer base including subject matter such as logos, slogans, branding, public service, print and online advertisement; (c) provide measurable and actionable quantitative information for strategic decision making; (d) developing marketing strategies for our water services and products (e) Measure the effectiveness of the campaigns and capture the ROI’s to include “measuring the unmeasurable”.

The overall scope of services will include seven (7) deliverables:

- (1) Development of identified Marketing Campaigns
- (2) Graphic Designs and Art Direction Services
- (3) Media Services and Campaigns
- (4) Marketing Collaterals
- (5) Printed Materials
- (6) Other Marketing Services as Identified

Subletting Work- No part of the final contract shall be sublet without prior knowledge and written approval of the City. Should Consultant, with City’s approval, determine to sublet any part of the contract, Consultant shall retain full responsibility for acts, omissions, and failures of persons employed by Consultant and any and all of its agents, subcontractors, or any other entity involved in the performance of any agreement resulting from this contract.

Deliverable #1

Marketing Campaign Strategy

Nova Creative will work with Water Marketing Representative and/ or Water Marketing taskforce to:
Use the customer profiles to help build effective marketing campaigns to maximize ad expenditures

The market campaign strategy could include but is not limited to:

- Identifying goals of the campaign
- Identifying the campaign focus: Product Specific, General Promotion, Educational Promotion, Awareness Promotion, Community Relationship Presence and etc.
- Determining what will be advertised Develop measurements of success (key performance indicators/KPI)
- Evaluating the Effectiveness and generate reports
- Developing messaging (may include various translations)
- Establishing time frame
1. Campaign Launch Date
2. Campaign Length
   - Creating Budgets
     1. Annual Marketing Budget
     2. Budget for this campaign
     3. Cost-Saving Measures

**Deliverable #2**

**Graphic Design and Art Direction Services**

_Nova Creative will work with Water Marketing Representative and/ or Water Marketing taskforce to:_

Nova Creative will be responsible for editing, reworking, and manipulating marketing materials, as is required during the developmental stages of a project to comply with specific parameters of the project.

Nova Creative will supply at least 3 or more concepts, designs (or etc.) for the City’s review for each project. All marketing designs, collaterals, materials and etc. will include 4 revisions after review from Water staff for content and correctness. Any additional costs caused by Nova’s failure to make requested correction shall be incurred by Consultant at no cost to the City. Nova Creative will immediately notify Water of any additional cost of service(s) requested by Water that is above and beyond the contracted 4 (four) revisions. The additional costs to be incurred by Water will be agreed to and approved by Water prior to commencement of respective work.

Nova Creative must have the ability to email soft copies of work for editing and approvals as well as meeting face to face as needed to go over project artwork. All graphic designs, artwork and photography generated from all work outlined in this scope of services will become exclusive property of the City of Dayton, Department of Water.

**Deliverable #3**

**Media Services and Campaigns**

_Nova Creative will work with Water Marketing Representative and/ or Water Marketing taskforce to collaborate with Public Affairs when necessary for centralized City channels to:_

_The media services and campaigns could include but are not limited to:_

- Developing and produce effective media advertising to include but not limited to PSAs, radio, social media etc.
- Developing the most effective media campaign(s) to reach our consumers, residential, business (current and potential) and industrial customers
- Translating ability to adapt various languages
- Developing the most effective media campaign(s) to reach our consumers: residential, industrial and business customers
- Developing the most effective media campaign(s) to reach our potential customer base: medium — large water users
- Generating reports and matrices on the overall success of the media placement and if metrics are not effective, Consultant will redirect the marketing efforts into another media outlet to achieve higher performance at no additional cost above and beyond the proposal
Deliverable #4

Marketing Collaterals offend

Creative and Technical Services

*Nova Creative will work with Water Marketing Representative and/or Water Marketing taskforce to:*

Consultant shall provide creative and technical services to develop, design, and produce marketing materials, and collaterals for each project identified as a deliverable. *All items, includes: layout, proofs for review, publishing layout, designs, pictures, logos and etc. A minimum of four (4) edit reviews are required by Water for each marketing material(s); this includes all written content rather produced by the City or by Nova Creative. All materials shall become the property of the City of Dayton. All files must be submitted in a format to allow the City to make updates and changes.

*The marketing collaterals could include but are not limited to:*

1. Print advertisements
2. Flyers
3. Logo designs
4. Customer communications
5. Outdoor signage and banners
6. Media kits
7. Educational brochures
8. Pamphlets
9. Post cards
10. Public service advertising (print and web advertisements, etc.)
11. Portable event booth for public outreach
12. Vehicle wrap graphics and decals
13. Interactive media
14. Video
15. Large visual images for events, table top displays

Each of these materials will be started on a project-by-project basis and additional projects may be developed throughout the term of the contract.

Deliverable #5

*Nova Creative will work with Water Marketing Representative and/or Water Marketing taskforce to:*

Printed Materials

- Once the final draft is approved by the City, Consultant shall be responsible to ensure that all necessary marketing materials and collaterals are printed, ordered and if necessary mailed and/or distributed
- All print material will be in compliance with the City’s Dayton Regional Green 3 (DRG3) status: 100% recycled content office paper with at least 30% being post-consumer waste (PCW) and/or Forestry Stewardship Council (FSC) certified
- All printing must be done on soy based ink or some comparable environmentally friendly product
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Marketing, Media Advertising and Collaterals Services
Consultant: Zan Creative Inc dba Nova Creative

COMPENSATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Basic</th>
<th>Intermediate</th>
<th>Complex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brochure Design</td>
<td>$1800 - $2400</td>
<td>$2500 - $5000</td>
<td>$5100 - $12,000</td>
</tr>
<tr>
<td>Newsletter Design</td>
<td>$1800 - $2400</td>
<td>$2500 - $5000</td>
<td>$5100 - $12,000</td>
</tr>
<tr>
<td>Copywriting</td>
<td>$150 - $500</td>
<td>$510 - $1000</td>
<td>$1100 - 10,000</td>
</tr>
<tr>
<td>Logo Design</td>
<td>$1800 - $2400</td>
<td>$2500 - $5000</td>
<td>$5100 - $10000</td>
</tr>
<tr>
<td>Flyers Design</td>
<td>$800 - $1500</td>
<td>$1600 - $4000</td>
<td>$4000 - $10,000</td>
</tr>
<tr>
<td>Post Cards Design</td>
<td>$1200 - $2400</td>
<td>$2500-$3500</td>
<td>$3600 - $6000</td>
</tr>
<tr>
<td>Public Services</td>
<td>$1800 - $5000</td>
<td>$6000 - $10,000</td>
<td>$11,000 - $25,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1800 - $5000</td>
<td>$6000 - $10,000</td>
<td>$11,000 - $25,000</td>
</tr>
<tr>
<td>Interactive Media</td>
<td>$1800 - $5000</td>
<td>$6000 - $10,000</td>
<td>$11,000 - $25,000</td>
</tr>
<tr>
<td>Video</td>
<td>$1500-$5000</td>
<td>$6000 - $10,000</td>
<td>$11,000 - $25,000</td>
</tr>
<tr>
<td>Tabletop Display</td>
<td>$2500 - $4000</td>
<td>$5000 - $10,000</td>
<td>$11,000-$200,000</td>
</tr>
</tbody>
</table>

Other items can be quoted separately upon request.

Special products may require additional costs, those items can be discussed before the project begins.

Printing, fulfillment, postage and HD video shoot not included in the above pricing breakdown.

Pricing available for 2019 – 2020 only.
City Manager’s Report

6480 - PW/Property Management
Supplier, Vendor, Company, Individual
Belgray, Inc.
266 East Locust Street
Wilmington, Ohio 45177

Date May 12, 2021
Expense Type Award of Contract
Total Amount $302,436.88 Thru 12/31/22

Fund Source(s) | Fund Code(s) | Fund Amount(s)
---|---|---
Facility Improvements Fund | 40003-6480-1425-54 | $302,436.88

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

Description

2021 CITY FACILITY PARKING LOT RESURFACING AND CONCRETE REPAIRS RE-BID
(10% MBE & 10% SBE PARTICIPATION GOAL / 44.75% SBE & 46.37% MBE PARTICIPATION ACHIEVED)

The Department of Public Works requests permission to enter into a Contract with Belgray, Inc. in the amount of $302,436.88 for the 2021 City Facility Parking Lot Resurfacing and Concrete Repairs Re-Bid project. This amount includes the base bid in the amount of $237,432.00, Alternate No. 1 – Contingency Allowance in the amount of $35,000.00, and Alternate No. 3 – Highview Hills Park in the amount of $30,004.88. This project consists of resurfacing existing asphalt parking lots and performing repairs to adjacent concrete sidewalk, driveways, or pavement at the following locations: Jim Nichols Tennis Court, Mallory Park, Washington Park, Fire Station 2, Fire Station 11, Fire Station 13, and Highview Hills Park.

Two bids were received for this project on April 8, 2021. It is recommended that the Contract be awarded to the lowest and best bidder, Belgray Inc. in the amount of $302,436.88. The time for Contract completion is October 1, 2021.

This project is fully funded from the General Fund Capital Allocation through the Facility Improvements Fund.

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

Joey Shope
Division
Frederick M. Stovall
Department
City Manager

Signatures/Approval
Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date
Upon Execution
Expiration Date
12/31/22

Original Commission Approval
$ 302,436.88

Initial Encumbrance
$ 302,436.88

Remaining Commission Approval
$ 0

Required Documentation

Initial City Manager's Report

Initial Certificate of Funds

Initial Agreement/Contract

Copy of original City Manager's Report

Copy of Original Certificate of Funds

Amount: $ 302,436.88

Fund Code
40003
6480
1425
54

XXX

Org

Acct

Prog

Act

Loc

Fund Code

Amount: __________

Fund Code

XXX

XXX

XX

XXX

Loc

XXX

XXX

XX

XXX

Loc

XXX

XXX

XX

XXX

Loc

Attach additional pages for more FOAPALs

Vendor Name: Belgray, Inc.

Vendor Address: 266 East Locust Street

Wilmington

Ohio

45177

Street

City

State

Zipcode + 4

Federal ID: 272301674

Commodity Code: 98868

Purpose: 2021 City Hall Parking Lot Resurfacing and Concrete Repairs Re-bid

(10% MBE 10% SBE Participation Goal / 44.75% SBE & 46.37% MBE Participation Received)

Contact Person: Chatan Robinson

Public Works/Property Management

4/26/2021

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

Date

CF Prepared by

Date

Finance Department

October 18, 2011
April 20, 2021

TO: Andrew Marks Senior Engineer II
   Public Works,
   Civil Engineering

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

SUBJECT: 2021 City Facility Parking Lot Resurfacing & Concrete Repairs
          REBID (10% SBE % 10% MBE Participation Goal)

The apparent low bidder, Belgray, Inc., submitted a bid utilizing two (2) PEP-certified contractor to
meet the project’s participation goal. The HRC’s contract compliance analysis has verified that
Belgray, Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program
and that the company’s authorized representative signed the Contractor’s Certification to indicate fair
hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belgray, Inc.</td>
<td>$237,432.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belgray, Inc.</td>
<td>$106,251.36</td>
<td>44.75% SBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$110,101.50</td>
<td>46.37% 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
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 CITYWIDE PARKING LOT
RESURFACING AND CONCRETE
REPAIRS RE-BID (10% MBE & 10%
SBE PARTICIPATION GOAL)

Estimated Time of
Completion: 10/1/2021

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Engineer's Estimate:</th>
<th>Estimated Time of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 8, 2021</td>
<td>$310,000.00</td>
<td>10/1/2021</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>*Belgray, Inc.</td>
<td>$237,431.99</td>
<td>$</td>
<td>$237,431.99</td>
</tr>
<tr>
<td>Double Jay Construction Inc.</td>
<td>$260,218.00</td>
<td>$</td>
<td>$260,218.00</td>
</tr>
</tbody>
</table>

* RECOMMENDED FOR AWARD
PEP-CERTIFIED SBE  (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Belgray, Inc.
Address: 366 E. Locust St
City: Wilmington
Telephone: (937) 366-6567
Email: kipp@belgrayinc.com
State: OH
ZIP: 45177
Primes Base Bid: $237,432.00
Name of Project: 2021 City Facility Parking Lot Resurfacing-Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Belgray, Inc.
PEP-Certified Firm's Tax ID#: 27-230-1674
Scope of Work to Be Performed by Certified Firm: Concrete, Excavation

<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>$106,251.36</td>
<td>$106,251.36</td>
</tr>
<tr>
<td>Materials</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$46,251.36</td>
<td>$46,251.36</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.

Kipp Boone
(Signature of Bidder/Proposer's Authorized Agent)
Digitally signed by Kipp Boone
Date: 2021.04.07 09:12:45 -04'00'

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

President
(Title of Bidder/Proposer's Authorized Agent)
Date: 04/08/21

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 MBE
(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: Belgray, Inc.
Address: 266 E. Locust St
City: Wilmington
State: OH ZIP: 45177
Telephone: (937) 366-6567 Email: kipp@belgrayinc.com
Primes Base Bid $237,432.00
Name of Project: 2021 City Facility Parking Lot Resurfacing-Rebid

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: WC Jones Asphalt
PEP-Certified Firm’s Tax ID#: 31-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving and Prep, Striping

<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>$110,101.50</td>
<td>$110,101.50</td>
</tr>
<tr>
<td>Materials</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$40,101.50</td>
<td>$40,101.50</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.

Kipp Boone
(Signature of Bidder/Proposer’s Authorized Agent)
Digitally signed by Kipp Boone
Date: 2021.04.07 09:14:14-04'00'

Joshua Kipp Boone
(Printed Name of Bidder/Proposer’s Authorized Agent)
President 04/08/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

*IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.*
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

2021 City Facility Parking Lot
Resurfacing & Concrete Repairs - Rebid
(16% MBE & 10% SBE Participation Goal)

Bidder: Belgray, Inc.
260 E. Locust St.
Wilmington, OH 45177
(937) 360-1567 / (937) 360-1950 Fax
<table>
<thead>
<tr>
<th>Section Title</th>
<th>Line Item</th>
<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>Jim Nichols Tennis Court</td>
<td>1 ODOT 407</td>
<td>GAL</td>
<td>Non-Tracking Tack Coat</td>
<td>165</td>
<td>$6.25</td>
<td>$1,031.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 ODOT 441</td>
<td>TON</td>
<td>Asphalt Concrete Surface Course, Type 1, Medium, 2&quot;, (448)</td>
<td>275</td>
<td>$105.00</td>
<td>$28,875.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>LF</td>
<td>Ground Mounted Support, No. 2 Post</td>
<td>11</td>
<td>$24.00</td>
<td>$264.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>S.F.</td>
<td>Sign, Flat Sheet</td>
<td>9,125</td>
<td>$79.50</td>
<td>$708,535.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>EA</td>
<td>Handicap Symbol Marking</td>
<td>5</td>
<td>$15.00</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>LF</td>
<td>Parking Lot Stair Marking (4&quot;)</td>
<td>1168</td>
<td>$1.00</td>
<td>$1,168.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7 ODOT 447</td>
<td>EA</td>
<td>Lane Arrow</td>
<td>7</td>
<td>$400.00</td>
<td>$2,800.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8 SFL</td>
<td>LUMP</td>
<td>Pre-Paving Preparation</td>
<td>1</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$35,432.38</td>
</tr>
</tbody>
</table>

| Malory Park | 9 | EA | Bollard Removed | 4 | $100.00 | $400.00 | |
| | 10 | EA | Bumper Block Removed | 4 | $60.00 | $240.00 | |
| | 11 | C.Y. | Excavation | 2 | $80.00 | $160.00 | |
| | 12 ODOT 407 | GAL | Non-Tracking Tack Coat | 100 | $6.25 | $625.00 | |
| | 13 ODOT 441 | TON | Asphalt Concrete Surface Course, Type 1, Medium, 2", (448) | 170 | $110.00 | $18,700.00 | |
| | 14 | S.F. | Curb Ramp (7") | 50 | $35.00 | $1,750.00 | |
| | 15 | LF | Ground Mounted Support, No. 2 Post | 11 | $43.00 | $473.00 | |
| | 16 | S.F. | Sign, Flat Sheet | 5,125 | $93.00 | $476,650.00 | |
| | 17 | EA | Handicap Symbol Marking | 1 | $55.00 | $55.00 | |
| | 18 | LF | Parking Lot Stair Marking (4") | 542 | $1.00 | $542.00 | |
| | 19 SFL | LUMP | Pre-Paving Preparation | 1 | $1,000.00 | $1,000.00 | |
| | | | | | | | $24,521.63 |

| Washington Park | 20 | EA | Bumper Block Removed | 46 | $60.00 | $2,760.00 | |
| | 21 | C.Y. | Excavation | 1 | $80.00 | $80.00 | |
| | 22 ODOT 407 | GAL | Non-Tracking Tack Coat | 55 | $8.20 | $456.50 | |
| | 23 ODOT 441 | TON | Asphalt Concrete Surface Course, Type 1, Medium, 2", (448) | 90 | $115.00 | $10,350.00 | |
| | 24 | S.F. | Curb Ramp (7") | 50 | $35.00 | $1,750.00 | |
| | 25 | LF | Ground Mounted Support, No. 2 Post | 11 | $43.00 | $473.00 | |
| | 26 | S.F. | Sign, Flat Sheet | 5,125 | $93.00 | $476,650.00 | |
| | 27 | EA | Handicap Symbol Marking | 1 | $55.00 | $55.00 | |
| | 28 | LF | Parking Lot Stair Marking (4") | 600 | $1.00 | $600.00 | |
| | 29 SFL | LUMP | Pre-Paving Preparation | 1 | $1,000.00 | $1,000.00 | |
| | | | | | | | $18,001.13 |

| Fire Station 2 | 30 | EA | Bumper Block Removed | 7 | $60.00 | $420.00 | |
| | 31 | S.F. | Concrete Alley Mouth Removed | 275 | $4.50 | $1,237.50 | |
| | 32 | S.F. | Concrete Pavement Removed | 2245 | $4.00 | $8,980.00 | |
| | 33 | C.Y. | Excavation | 25 | $50.00 | $1,250.00 | |
| | 34 | C.Y. | Aggregate Base | 25 | $80.00 | $2,000.00 | |
| | 35 ODOT 407 | GAL | Non-Tracking Tack Coat | 80 | $6.50 | $520.00 | |
| | 36 ODOT 441 | TON | Asphalt Concrete Surface Course, Type 1, Medium, 2", (448) | 125 | $110.00 | $13,750.00 | |
| | 37 | S.F. | Concrete Pavement (7") | 385 | $35.00 | $13,250.00 | |
| | 38 | S.F. | Concrete Alley Mouth (7") | 275 | $33.00 | $9,150.00 | |
| | 39 | S.F. | Concrete Driveway (9") | 1860 | $14.00 | $26,040.00 | |
| | 40 | LF | Maintaining Traffic | 1 | $4,883.86 | $4,883.86 | |
| | 41 | LF | Parking Lot Stair Marking (4") | 828 | $1.00 | $828.00 | |
| | 42 SFL | LUMP | Pre-Paving Preparation | 1 | $700.00 | $700.00 | |
| | | | | | | | $68,789.36 |

| Fire Station 11 | 43 | EA | Bumper Block Removed | 30 | $60.00 | $1,800.00 | |
| | 44 ODOT 407 | GAL | Non-Tracking Tack Coat | 110 | $6.25 | $687.50 | |
| | 45 ODOT 441 | TON | Asphalt Concrete Surface Course, Type 1, Medium, 2", (448) | 175 | $105.00 | $18,375.00 | |
| | 46 | LF | Parking Lot Stair Marking (4") | 408 | $1.00 | $408.00 | |
| | 47 | EA | Catch Basin Adjusted to Grade | 1 | $750.00 | $750.00 | |
| | 48 SFL | LUMP | Pre-Paving Preparation | 1 | $3,000.00 | $3,000.00 | |
| | | | | | | | $25,020.50 |

| Fire Station 13 | 49 | EA | Bumper Block Removed | 18 | $60.00 | $1,080.00 | |
| | 50 | S.F. | Concrete Pavement Removed | 1940 | $5.00 | $9,700.00 | |
| | 51 | C.Y. | Excavation | 20 | $60.00 | $1,200.00 | |
| | 52 | C.Y. | Aggregate Base | 20 | $80.00 | $1,600.00 | |
| | 53 ODOT 407 | GAL | Non-Tracking Tack Coat | 100 | $6.25 | $625.00 | |
| | 54 ODOT 441 | TON | Asphalt Concrete Surface Course, Type 1, Medium, 2", (448) | 160 | $105.00 | $16,800.00 | |
| | 55 | S.F. | Concrete Driveway (9") | 1940 | $14.00 | $27,160.00 | |
| | 56 | LUMP | Maintaining Traffic | 1 | $4,000.00 | $4,000.00 | |
| | 57 | LF | Parking Lot Stair Marking (4") | 1002 | $1.00 | $1,002.00 | |
| | 58 | EA | Catch Basin Adjusted to Grade | 1 | $750.00 | $750.00 | |
| | 59 | EA | Manhole Adjusted to Grade | 1 | $750.00 | $750.00 | |
| | 60 SFL | LUMP | Pre-Paving Preparation | 1 | $1,000.00 | $1,000.00 | |
| | | | | | | | $65,667.00 |

| Add Alternate No. 1: Contingency Allowance | 61 SFL | LUMP | Contingency Allowance ($35,000.00) | 1 | $35,000.00 | $35,000.00 | |
| | | | | | | | Total Alt. No. 1: $35,000.00 |

| Add Alternate No. 2: Belmont Park | 62 | S.F. | Pavement Removed (Asphalt on Gravel) | 375 | $2.00 | $750.00 | |
| | 63 | C.Y. | Excavation | 5 | $60.00 | $300.00 | |

Total Base Bid: $237,432.00

Total Alt. No. 2: $35,000.00
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>5</td>
<td>$85.00</td>
<td>$475.00</td>
</tr>
<tr>
<td>65</td>
<td>ODOT 407 - Non-Tracking Tack Coat</td>
<td>GAL</td>
<td>500</td>
<td>$6.25</td>
<td>$3,125.00</td>
</tr>
<tr>
<td>66</td>
<td>ODOT 441 - Asphalt Concrete Surface Course, Type 1, Medium, 2&quot;, (648)</td>
<td>TON</td>
<td>820</td>
<td>$95.00</td>
<td>$77,900.00</td>
</tr>
<tr>
<td>67</td>
<td>Concrete Pavement, 7&quot;</td>
<td>S.F.</td>
<td>375</td>
<td>$16.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>68</td>
<td>Ground Mounted Support, No. 2 Post</td>
<td>L.F.</td>
<td>66</td>
<td>$11.00</td>
<td>$726.00</td>
</tr>
<tr>
<td>69</td>
<td>Sign, Flat Sheet</td>
<td>S.F.</td>
<td>25.125</td>
<td>$28.00</td>
<td>$703.50</td>
</tr>
<tr>
<td>70</td>
<td>Handicap Symbol Marking</td>
<td>EA</td>
<td>6</td>
<td>$55.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>71</td>
<td>Parking Lot Stall Marking, 4&quot;</td>
<td>L.F.</td>
<td>4098</td>
<td>$1.00</td>
<td>$4,098.00</td>
</tr>
<tr>
<td>72</td>
<td>Catch Basin Adjusted to Grade</td>
<td>EA</td>
<td>3</td>
<td>$750.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>73</td>
<td>Manhole Adjusted to Grade</td>
<td>EA</td>
<td>3</td>
<td>$750.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>74</td>
<td>Pre Paving Preparation</td>
<td>LUMP</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Alt. No. 2:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$100,007.50</td>
</tr>
<tr>
<td>75</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>16</td>
<td>$28.00</td>
<td>$448.00</td>
</tr>
<tr>
<td>76</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>152</td>
<td>$3.00</td>
<td>$456.00</td>
</tr>
<tr>
<td>77</td>
<td>ODOT 407 - Non-Tracking Tack Coat</td>
<td>GAL</td>
<td>113</td>
<td>$6.25</td>
<td>$718.75</td>
</tr>
<tr>
<td>78</td>
<td>ODOT 441 - Asphalt Concrete Surface Course, Type 1, Medium, 2&quot;, (648)</td>
<td>TON</td>
<td>190</td>
<td>$105.00</td>
<td>$19,950.00</td>
</tr>
<tr>
<td>79</td>
<td>Curb Ramp, 7&quot;</td>
<td>S.F.</td>
<td>160</td>
<td>$3.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>80</td>
<td>Ground Mounted Support, No. 2 Post</td>
<td>L.F.</td>
<td>22</td>
<td>$24.00</td>
<td>$528.00</td>
</tr>
<tr>
<td>81</td>
<td>Sign, Flat Sheet</td>
<td>S.F.</td>
<td>9.125</td>
<td>$57.00</td>
<td>$520.13</td>
</tr>
<tr>
<td>82</td>
<td>Handicap Symbol Marking</td>
<td>EA</td>
<td>2</td>
<td>$55.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>83</td>
<td>Parking Lot Stall Marking, 4&quot;</td>
<td>L.F.</td>
<td>674</td>
<td>$1.00</td>
<td>$674.00</td>
</tr>
<tr>
<td>84</td>
<td>Pre Paving Preparation</td>
<td>LUMP</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Alt. No. 3:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$30,004.88</td>
</tr>
</tbody>
</table>
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.
Surety 2000

Bond Number: SOH21134260

Contractor Information
Principal: Belgray, Inc. 937-220-9955
Address: 265 East Locust Street Wilmington, Ohio 45177 United States
Contractor's State Vendor ID Number: 4709053

Owner/Obligee Information
Bond Form: Bid Bond In accordance with Contract Specifications
Owner / Obligee: City of Dayton
Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information
Surety: Ohio Farmers Insurance Company
Rider Present: Click here to view
Amount of Bid Security: Ten Percent Of Total Bid (10%)---
Contract ID Number: 7668744
Description of Job: 2021 City Facility Parking Lot Resurfacing & Concrete Repairs - Rebid

Surety 2000

Primary Agency:
Marsh & McLennan Agency LLC
Power of Attorney Limited to: unlimited
Executed

Executed By:
Nicholas J. Bertke - 4/1/2021 4:18:07 PM ET
Phone: 937-220-4135
Email: Nick.bertke@mma-mw.com

Know all men by these presents that Ohio Farmers Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.
Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MICHAEL W. GRUBER, ROSEMARY DAMRON, LORI M. ORTIZ, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH, A.D., 2014.

WESTFIELD INSURANCE COMPANY

By: [Signature]
Dennis P. Baus, National Surety Leader and Senior Executive

OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina

A.D., 2014

State of Ohio
County of Medina

On this 21st day of MARCH, A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of MARCH, A.D., 2014.

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
Ohio Farmers Insurance Co.  
Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY  
BALANCE SHEET  
12/31/20  
(in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>23,041</td>
</tr>
<tr>
<td>Bonds</td>
<td>429,635</td>
</tr>
<tr>
<td>Stocks</td>
<td>130,012</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,333,949</td>
</tr>
<tr>
<td>Real estate</td>
<td>179,311</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>114,652</td>
</tr>
<tr>
<td>Other assets</td>
<td>162,674</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>3,374,074</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>168,415</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>327,709</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>169,493</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>665,617</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td>2,708,457</td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td><strong>2,708,457</strong></td>
</tr>
</tbody>
</table>

| **Total liabilities and surplus**          | **3,374,074**|

State of Ohio  
ss:  
County of Medina

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

Attest:  

Frank A. Carrino  
Group Legal Leader, Secretary

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

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

Gary W. Stumper  
National Surety Leader  
Senior Executive

David A. Kotnik  
Attorney at Law  
Notary Public – State of Ohio
Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Joshua K Boone, President

Home Office Address

2600 E Locust St, Wilmington, OH 45177

2600 E Locust St, Wilmington, OH 45177

Telephone (937) 361-2601 Fax (937) 361-2000

E-mail: kipp@Belgrayinc.com

Federal I.D. # 27-301274

Dated this 8th day of April, 2021

Bidder: Belgray, Inc. (Person, Firm, or Corporation)

By: Joshua K Boone

Title: President
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Joshua K Boon, President, hereby certify that
(print name – an Officer of the company)

Belgray, Inc. (company) meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

☐ Comply with all City of Dayton income tax obligations and requirements
☐ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

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

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

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

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

By: /s/ Joshua K Boon
(signature)

Title: President

Date: April 08, 2021

ANGELA WARNER
Notary Public, State of Ohio
My Commission Expires Aug 9, 2021
Recorded in Fayette County

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

Operators Union

Laborers Union

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.

Operators Union

Laborers Union

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

TED


CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

    WC Jones
    We Part Line
    Tall View Palkdium
    Battle Are
    Net Quest

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 Clinton ss:

Joshua K. Boone being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Belgray, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):
   - [□] Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
   - [☑] Corporation organized and existing under the laws of the State of Ohio.
   - [□] Labor organization.

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

By: Joshua K. Boone
Title: President

Notary Seal

Angela Warner
Notary Public, State of Ohio
My Commission Expires Aug 9, 2021
Recorded in Fayette County
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
COUNTY OF Clinton ) SS:

Joshua K Boone, being first duly sworn deposes and states that:

(1) He/she is President of

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

Belgray, Inc.
(business or organization name)

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

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

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

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

SIGNED
Joshua K Boone
President
TITLE

ANGELA WARNER
Notary Public, State of Ohio
My Commission Expires Aug 8, 2021
Recorded in Fayette County
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2021 City Facility Parking Resurfacing-Rebid  Dayton
NAME  LOCATION

During the performance of this contract:
Belgray, Inc.  266 E Locust St Wilmington Oh 45177  9373666567/9373666700
CONTRACTOR  ADDRESS  TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

Goals of Minority Worker
Utilization Expressed in
Percentage Terms

From 1/1/2000 to Present
11.5%

Goals of Female Worker
Utilization Expressed in
Percentage Terms

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

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

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

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

Belgray, Inc. (Contractor) certifies that:

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

   **Labor Union - Local 1410**

   **Operator Union - Local 18**

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:**

Kipp Boone

Digitally signed by Kipp Boone

Date: 2021.04.07 09:11:32 -04'00'

(Signature of Authorized Representative of Bidder)

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

**SECTION 1: BIDDER / PROPOSER INFORMATION**

Name of Bidder / Proposer’s Firm: Belgray, Inc.
Address: 366 E. Locust St
City: Wilmington
State: OH
ZIP: 45177
Telephone: (937) 366-6567
Email: kipp@belgrayinc.com
Primes Base Bid: $237,432.00
Name of Project: 2021 City Facility Parking Lot Resurfacing-Rebid

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: Belgray, Inc.
PEP-Certified Firm’s Tax ID#: 27-230-1674
Scope of Work to Be Performed by Certified Firm: Concrete, Excavation

<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>$ 106,251.36</td>
<td>$ 106,251.36</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 60,000.00</td>
<td>$ 60,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 46,251.36</td>
<td>$ 46,251.36</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.

Kipp Boone
(Signature of Bidder/Proposer’s Authorized Agent)
Digitally signed by Kipp Boone
Date: 2021.04.07 09:12:48 -04'00'

Joshua Kipp Boone
(Printed Name of Bidder/Proposer’s Authorized Agent)

President
(Title of Bidder/Proposer’s Authorized Agent)
04/08/21

*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: Belgray, Inc.
Address: 266 E. Locust St
City: Wilmington State: OH ZIP: 45177
Telephone: (937) 366-6567 Email: kipp@belgrayinc.com
Primes Base Bid $237,432.00
Name of Project: 2021 City Facility Parking Lot Resurfacing-Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones Asphalt
PEP-Certified Firm's Tax ID#: 31-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving and Prep, Striping

<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>$110,101.50</td>
<td>$110,101.50</td>
</tr>
<tr>
<td>Materials</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$40,101.50</td>
<td>$40,101.50</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.

Kipp Boone
(Signature of Bidder/Proposer’s Authorized Agent)
Digitally signed by Kipp Boone
Date: 2021.04.07 09:14:14 -04'00'

Joshua Kipp Boone
(Printed Name of Bidder/Proposer’s Authorized Agent)
President
(Title of Bidder/Proposer’s Authorized Agent)
04/08/21
(Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: __________________________

Address: __________________________________________

City: _______________________________________________ State: _____ ZIP: ___________

Telephone: ______________________ Email: ______________________

Primes Base Bid $ __________________________

Name of Project: __________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: __________________________

PEP-Certified Firm’s Tax ID#: __________________________

Scope of Work to Be Performed by Certified Firm: __________________________________________

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

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

(Title of Bidder/Proposer’s Authorized Agent) (Date)

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: ________________________________

Address: ______________________________________________________

City: __________________________________ State: ______ ZIP: ________

Telephone: ___________________ Email: ____________________________

Primes Base Bid $ ________________________________

Name of Project: ________________________________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: ________________________________

PEP-Certified Firm’s Tax ID#: ________________________________

Scope of Work to Be Performed by Certified Firm: ____________________________


<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ ____________________</td>
<td>$ ____________________</td>
</tr>
<tr>
<td>Materials</td>
<td>$ ____________________</td>
<td>$ ____________________</td>
</tr>
<tr>
<td>Labor</td>
<td>$ ____________________</td>
<td>$ ____________________</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

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

(Title of Bidder/Proposer’s Authorized Agent) (Date)

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

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: ________________________________________________

Address: ______________________________________________________________________

City: __________________________________________________________________________

State: ______ ZIP: ________________

Telephone: __________________________ Email: ________________________________

Primes Base Bid $ _______________________________________________________________

Name of Project: ________________________________________________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: _____________________________________________________

PEP-Certified Firm's Tax ID#: ___________________________________________________

Scope of Work to Be Performed by Certified Firm: __________________________________

______________________________________________________________________________

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

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

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

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:

| 44.00 % SBE | 46.00 % MBE | 0.00 % WBE | 0.00 % DLSB |

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

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

☑ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

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

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

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

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

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

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

Kipp Boone  Belgray, Inc.
Digitally signed by Kipp Boone  (Name of Bidder/Proposer’s Firm)
Date: 2021.04.08 09:09:25 -04'00'

Joshua K Boone  President
(Printed Name of Bidder/Proposer’s Authorized Agent)  (Date)
City Manager's Report

From: 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual
Name: C.G. Construction and Utilities, Inc.
Address: 6891 Germantown Pike
Miamisburg, OH 45342

Date: May 12, 2021
Expense Type: Award of Contract
Total Amount: $752,559.50 (thru 12/15/2022)

Fund Source(s): 2021 Water Capital Fund
Fund Code(s): 53005-3445-1424-54-WF2102
Fund Amount(s): $752,559.50

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

Description:
EARL AVENUE WATER MAIN IMPROVEMENTS
(15% MBE PARTICIPATION GOAL / 15.05% MBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into an Agreement with C.G. Construction and Utilities, Inc., in the amount of $752,559.50 for the Earl Avenue Water Main Improvements project. This amount includes the base bid of $684,145.00 and Alternate No. 1 — Contingency Allowance for $68,414.50 (10% of the base bid). This project consists of the installation of approximately 1,200 linear feet of new 24" and 600 linear feet of new 8" water main in Earl Avenue from Vermont Avenue to Keowee Street. Work includes the installation of ductile iron pipe and fittings, gate valves, fire hydrants and doing other work incidental thereto.

Four bids were received for this project on April 15, 2021. After evaluating the bids, C.G. Construction and Utilities, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 — Contingency Allowance) was $1,160,000.00. The time of completion is December 15, 2021. The expiration date identified on the Certificate of Funds is December 15, 2022.

This project is being funded using 2021 Water Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system.

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

Signatures/Approval

Division: Michael Powell
Department: C. Shaheen
City Manager: FORM NO. MS-16

Approved by City Commission

Clerk
Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract
Renewal Contract
Change Order

Contract Start Date 5/12/2021
Expiration Date 12/15/2022
Original Commission Approval $ 752,559.50
Initial Encumbrance $ 752,559.50
Remaining Commission Approval $ -

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

Amount: $752,559.50

Fund Code 53005 - 3445 - 1424 - 54 - WF2102 -
Fund Org Acct Prog Act Loc

Amount: 

Fund Code Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: C.G. Construction and Utilities, Inc.
Vendor Address: 6881 Germantown Pike Miamisburg Ohio 45342
Street City State Zipcode + 4

Federal ID: 31-1666913
Commodity Code: 96896
Purpose: Award of Contract for Earl Avenue Water Main Improvements

Contact Person: Lisa Burton-Yates
Water/Water Engineering

Originating Department Director's Signature: Michael Powell

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 5/4/2021

OF Prepared by 5/3/2021

October 18, 2011
April 27, 2021

TO: Nick Dailey P.E., Chief Engineer  
    Department of Water,  
    Division of Water Engineering

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

SUBJECT: Earl Avenue Water Main Improvements  
         (15% MBE Participation Goal)

The apparent low bidder, C.G. Construction & Utilities, Inc. submitted a bid utilizing four (4) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that C.G. Construction & Utilities, Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.G. Construction &amp; Utilities, Inc.</td>
<td>$684,145.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$28,900.00</td>
<td>4.22%</td>
</tr>
<tr>
<td>Kes Harris Trucking</td>
<td>$35,063.00</td>
<td>5.12%</td>
</tr>
<tr>
<td>Davida’s Trucking</td>
<td>$16,000.00</td>
<td>2.33%</td>
</tr>
<tr>
<td>A to Z Property Maintenance</td>
<td>$23,125.00</td>
<td>3.38%</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION                     | 15.05% MBE           |

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
Earl Avenue Water Main Improvements (#7658263)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
04/15/2021 12:00 PM EDT

<table>
<thead>
<tr>
<th>Section Title</th>
<th>C. G. Construction &amp; I Milcon Concret</th>
<th>Double Jay Const</th>
<th>L.J. DeWeese Co., Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$673,085.80</td>
<td>$694,505.00</td>
<td>$718,740.80</td>
</tr>
<tr>
<td>Fixed Price Item</td>
<td>$11,059.20</td>
<td>$11,059.20</td>
<td>$11,059.20</td>
</tr>
<tr>
<td>Alternate No. 1 Conting</td>
<td>$68,414.50</td>
<td>$70,556.42</td>
<td>$72,980.00</td>
</tr>
<tr>
<td>Base Bid Total:</td>
<td>$684,145.00</td>
<td>$705,564.20</td>
<td>$729,800.00</td>
</tr>
</tbody>
</table>
PEP-CERTIFIED MBE 

(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 goals. 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: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg State: OH ZIP: 45342
Telephone: (937) 866-7166 Email: undergroundman@bizwoh.rr.com
Primes Base Bid $684,145.00
Name of Project: Earl Avenue Water Main Improvements (15% Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS PARTICIPATION INFORMATION

Name of PEP-Certified Firm: A to Z Property Maintenance
PEP-Certified Firm’s Tax ID#: 20-0431498
Scope of Work to Be Performed by Certified Firm: Concrete items and site restoration

<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 $23,125.00</td>
<td>%3.38</td>
<td>$23,125.00</td>
</tr>
<tr>
<td>Materials $9,250.00</td>
<td>%1.35</td>
<td>$9,250.00</td>
</tr>
<tr>
<td>Labor $13,875.00</td>
<td>%2.03</td>
<td>$13,875.00</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.

Mary L.S. Getter
(Signature of Bidder/Proposer’s Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer’s Authorized Agent)

President 04/15/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

IF THE BIDDER/PROPOSER 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 MBE (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

<table>
<thead>
<tr>
<th>Name of Bidder / Proposer’s Firm:</th>
<th>C.G. Construction &amp; Utilities, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6891 Germantown Pike</td>
</tr>
<tr>
<td>City:</td>
<td>Miamisburg</td>
</tr>
<tr>
<td>State:</td>
<td>OH</td>
</tr>
<tr>
<td>ZIP:</td>
<td>45342</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(937) 866-7166</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:undergroundmancg@bizwoh.rr.com">undergroundmancg@bizwoh.rr.com</a></td>
</tr>
<tr>
<td>Primes Base Bid $:</td>
<td>684,145.00</td>
</tr>
<tr>
<td>Name of Project:</td>
<td>Earl Avenue Water Main Improvements</td>
</tr>
<tr>
<td></td>
<td>(15% MBE Participation Goal)</td>
</tr>
</tbody>
</table>

## SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

<table>
<thead>
<tr>
<th>Name of PEP-Certified Firm:</th>
<th>Davida's Trucking</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEP-Certified Firm’s Tax ID#:</td>
<td>47-4972742</td>
</tr>
<tr>
<td>Scope of Work to Be Performed by</td>
<td>Trucking</td>
</tr>
<tr>
<td>Certified Firm:</td>
<td></td>
</tr>
</tbody>
</table>

<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>$ 16,000.00</td>
<td>2.34</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 16,000.00</td>
<td>2.34</td>
</tr>
</tbody>
</table>

## SECTION 3: CERTIFICATIONS

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.

**Mary L.S. Getter**  
(Signature of Bidder/Proposer’s Authorized Agent)

**Mary L.S. Getter**  
(Printed Name of Bidder/Proposer’s Authorized Agent)

**President**  
(Title of Bidder/Proposer’s Authorized Agent)  
(Date) 04/15/21

---

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

**Digitally signed by Mary L.S. Getter**  
(Dates: 04/15/21)  
(Email: undergroundmancg@bizwoh.rr.com)  
(Title: President)
PEP-CERTIFIED MBE

(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: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg
State: OH
ZIP: 45342
Telephone: (937) 866-7166
Email: undergroundmancg@bizwoh.rr.com
Primes Base Bid $684,145.00
Name of Project: Earl Avenue Water Main Improvements (15% MBE Participation Goal)

SECTION 2. PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-certified Firm: Kes Harris Trucking
PEP-Certified Firm's Tax ID#: 31-1703925
Scope of Work to Be Performed by Certified Firm: Aggregate supply and hauling

<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: $35,063.00</td>
<td>5.13%</td>
<td>$35,063.00</td>
</tr>
<tr>
<td>Materials: $21,037.80</td>
<td>3.08%</td>
<td>$21,037.80</td>
</tr>
<tr>
<td>Labor: $14,025.20</td>
<td>2.05%</td>
<td>$14,025.20</td>
</tr>
</tbody>
</table>

SECTION 3. AFFIRMATION

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.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

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

04/15/21
(Date)

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT, OR IF THE HICD 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 MBE

(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: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg State: OH ZIP: 45342
Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com
Primes Base Bid $ 684,145.00
Name of Project: Earl Avenue Water Main Improvements (15% MBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc.
PEP-Certified Firm’s Tax ID#: 31-9055590
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>$ 28,900.00</td>
<td>$ 28,900.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 11,560.00</td>
<td>$ 11,560.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 17,340.00</td>
<td>$ 17,340.00</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.

Mary L.S. Getter
(Signature of Bidder/Proposer’s Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer’s Authorized Agent)

President 04/15/21
(Title of Bidder/Proposer’s Authorized Agent)

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT, OR IF THE HBC 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/MBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

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

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

<table>
<thead>
<tr>
<th>% SBE</th>
<th>15.07 % MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/MBE/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 the 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.

Mary L.S. Getter
(Signature of Bidder/Offiler’s Authorized Agent)

C.G. Construction & Utilities, Inc.
(Name of Bidder/Proposer’s Firm)

Mary L.S. Getter
(Printed Name of Bidder/Offiler’s Authorized Agent)

President
(Title of Bidder/Offiler’s Authorized Agent)

04/15/2021
(Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Earl Avenue Water Main Improvements
(15% MBE Participation Goal)

Bidder
C.G. Construction & Utilities, Inc.
6891 Germantown Pike
Miamisburg, OH 45342
937-866-7166
<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>201</td>
<td>Clearing and Grubbing</td>
<td>LUMP</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>207</td>
<td>Temporary Soil Erosion and Sediment Control</td>
<td>LUMP</td>
<td>1</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>340</td>
<td>$32.50</td>
<td>$11,050.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Superpave Asphalt Concrete</td>
<td>TONS</td>
<td>170</td>
<td>$193.00</td>
<td>$32,810.00</td>
</tr>
<tr>
<td>305</td>
<td>Concrete Base (ODOT 499, Class FS)</td>
<td>S.Y.</td>
<td>150</td>
<td>$37.00</td>
<td>$5,550.00</td>
</tr>
<tr>
<td>453</td>
<td>Concrete Driveway</td>
<td>S.F.</td>
<td>300</td>
<td>$13.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Walk</td>
<td>S.F.</td>
<td>50</td>
<td>$11.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>609</td>
<td>Barrier Curb</td>
<td>L.F.</td>
<td>650</td>
<td>$30.00</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>LUMP</td>
<td>1</td>
<td>$21,400.00</td>
<td>$21,400.00</td>
</tr>
<tr>
<td>615</td>
<td>Low Strength Mortar Backfill, Type 1</td>
<td>C.Y.</td>
<td>400</td>
<td>$32.50</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>LUMP</td>
<td>1</td>
<td>$3,430.80</td>
<td>$3,430.80</td>
</tr>
<tr>
<td>642</td>
<td>Lane Line</td>
<td>L.F.</td>
<td>200</td>
<td>$0.50</td>
<td>$100.00</td>
</tr>
<tr>
<td>642</td>
<td>Centerline</td>
<td>L.F.</td>
<td>200</td>
<td>$1.50</td>
<td>$300.00</td>
</tr>
<tr>
<td>642</td>
<td>Channel Line</td>
<td>L.F.</td>
<td>50</td>
<td>$9.50</td>
<td>$475.00</td>
</tr>
<tr>
<td>642</td>
<td>Stop Bar</td>
<td>L.F.</td>
<td>50</td>
<td>$14.50</td>
<td>$725.00</td>
</tr>
<tr>
<td>642</td>
<td>Crosswalk</td>
<td>L.F.</td>
<td>20</td>
<td>$13.50</td>
<td>$270.00</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>30</td>
<td>$87.00</td>
<td>$2,610.00</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and Mulching (Hydro-Seed)</td>
<td>S.Y.</td>
<td>200</td>
<td>$10.50</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 6&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>90</td>
<td>$80.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 8&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>730</td>
<td>$70.00</td>
<td>$51,100.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 20&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>60</td>
<td>$141.00</td>
<td>$8,460.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 24&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>1,180</td>
<td>$97.00</td>
<td>$114,460.00</td>
</tr>
<tr>
<td>824</td>
<td>6&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>L.F.</td>
<td>90</td>
<td>$33.50</td>
<td>$3,015.00</td>
</tr>
<tr>
<td>824</td>
<td>8&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>L.F.</td>
<td>730</td>
<td>$34.00</td>
<td>$24,820.00</td>
</tr>
</tbody>
</table>
# Earl Avenue Water Main Improvements (#7658263)

**Owner:** City of Dayton Ohio  
**Solicitor:** Dayton OH, City of  
**04/15/2021 12:00 PM EDT**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>824</td>
<td>20&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>L.F.</td>
<td>60</td>
<td>$224.00</td>
<td>$13,440.00</td>
</tr>
<tr>
<td>824</td>
<td>24&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>L.F.</td>
<td>1,180</td>
<td>$145.00</td>
<td>$171,100.00</td>
</tr>
<tr>
<td>837</td>
<td>Abandoned, Special (Water Valves)</td>
<td>EA.</td>
<td>5</td>
<td>$270.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>840</td>
<td>6&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
<td>4</td>
<td>$1,025.00</td>
<td>$4,100.00</td>
</tr>
<tr>
<td>840</td>
<td>8&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
<td>2</td>
<td>$1,365.00</td>
<td>$2,730.00</td>
</tr>
<tr>
<td>840</td>
<td>20&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
<td>2</td>
<td>$14,845.00</td>
<td>$29,690.00</td>
</tr>
<tr>
<td>840</td>
<td>24&quot; Butterfly Valve w/Victaulic ends and Appurtenances</td>
<td>EA.</td>
<td>1</td>
<td>$7,365.00</td>
<td>$7,365.00</td>
</tr>
<tr>
<td>843</td>
<td>Fire Hydrant, Installed</td>
<td>EA.</td>
<td>4</td>
<td>$2,860.00</td>
<td>$11,440.00</td>
</tr>
<tr>
<td>843</td>
<td>Fire Hydrant, Removal</td>
<td>EA.</td>
<td>3</td>
<td>$700.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>844</td>
<td>6&quot;x6&quot; Water Main Tap</td>
<td>EA.</td>
<td>1</td>
<td>$1,700.00</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>844</td>
<td>10&quot;x8&quot; Water Main Tap</td>
<td>EA.</td>
<td>2</td>
<td>$1,700.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>844</td>
<td>12&quot;x8&quot; Water Main Tap</td>
<td>EA.</td>
<td>1</td>
<td>$1,700.00</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>844</td>
<td>24&quot;x20&quot; Water Main Tap</td>
<td>EA.</td>
<td>2</td>
<td>$4,615.00</td>
<td>$9,230.00</td>
</tr>
<tr>
<td>845</td>
<td>Service Replacement, Method &quot;B&quot;, 1</td>
<td>L.F.</td>
<td>250</td>
<td>$69.50</td>
<td>$17,375.00</td>
</tr>
<tr>
<td>845</td>
<td>Curb Stop, 1&quot;</td>
<td>EA.</td>
<td>10</td>
<td>$173.00</td>
<td>$1,730.00</td>
</tr>
<tr>
<td>845</td>
<td>Curb Box, 1&quot;</td>
<td>EA.</td>
<td>10</td>
<td>$44.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 24&quot; Water Line</td>
<td>EA.</td>
<td>2</td>
<td>$3,750.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 12&quot; Water Line</td>
<td>EA.</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 10&quot; Water Line</td>
<td>EA.</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 6&quot; Water Line</td>
<td>EA.</td>
<td>2</td>
<td>$1,400.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>SPL-1</td>
<td>24&quot; Line Stop</td>
<td>EA.</td>
<td>2</td>
<td>$25,435.00</td>
<td>$50,870.00</td>
</tr>
<tr>
<td>810</td>
<td>Street Cut Permit</td>
<td>LUMP</td>
<td>1</td>
<td>$11,059.20</td>
<td>$11,059.20</td>
</tr>
</tbody>
</table>

**Alternate No. 1 Contingency Allowance**  
Contingency Allowance (10% of Base Bid including Fixed Price Items)  
A-1  
LUMP 1  
$68,414.50

**Base Bid Total:**  
$684,145.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES ☐ NO ☑

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

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

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

RESPONSE: YES ☐ NO ☑

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

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

RESPONSE: YES ☐ NO ✓

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

RESPONSE: YES ☐ NO ✓

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

RESPONSE: YES ☐ NO ✓

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

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

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

RESPONSE: YES ☐ NO ✓

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone
C.G. Construction & Utilities, Inc.
Ohio

Mary L.S. Getter, President
Carl R. Getter, Vice-President
6891 Germantown Pike
Miamisburg, OH 45342
TelephoneNumber Fax
(937) 866-7166 (937) 865-9271
E-mail undergroundmancg@bizwoh.rr.com

Federal I.D. # 31-1666913
Dated this 15 day of April, 2021

Bidder: Mary L.S. Getter
(Person, Firm, or Corporation)

By: Mary L.S. Getter
Title: President
BID BOND

Amount $ Ten Percent (10%) of the Total Amount Bid

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, C.G. Construction & Utilities, Inc. named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 15th day of April, 2021.

C.G. Construction & Utilities, Inc.

By ______________________

Bidder

M. L. Getter, President

Hudson Insurance Company

By ______________________

Surety

Susan E. Ford, Attorney-in-Fact

Hylant Group, Inc.

Name of Insurance Agency

50 E-Business Way, Ste 420 Cincinnati, OH 45241

Address of Insurance Agency

Telephone 513-985-2400 FAX 513-985-2404
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Judy K. Wilson, Michael M. Hyland, Vicki S. Duncan, Kristie A. Paulson

Susan E. Hurst, Lisa M. Wilmot, Jamie Laurencelle

of the state of Michigan, Ohio, Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In witness whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereto duly authorized, on this 11th day of February, 2021 at New York, New York.

Attest
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 11th day of February, 2021 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Cameron Gourlay
Notary Public, State of New York
No. 01GO3672305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, warranties, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal must be affixed by facsimile to any power of attorney or certificate given for the execution of any bond, undertaking, recognizance, contact of indemnity or other written obligation in the nature thereof or related therein, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of April, 2021.

By

Dina Daskalakis, Corporate Secretary
HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

**ASSETS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$345,619,567</td>
</tr>
<tr>
<td>Real estate</td>
<td>$0</td>
</tr>
<tr>
<td>Cash on hand and on deposit</td>
<td>$111,338,436</td>
</tr>
<tr>
<td>Reinsurance Receivable</td>
<td>$356,648,283</td>
</tr>
<tr>
<td>PIT Recoverable (including net deferred tax asset)</td>
<td>$16,352,414</td>
</tr>
<tr>
<td>Aggregate write-ins for other than invested assets</td>
<td>$374,021,233</td>
</tr>
<tr>
<td>Deferred premiums, agents' balances and installments booked but not yet due (including earned but unbilled premiums)</td>
<td>$68,235,801</td>
</tr>
<tr>
<td>Stocks</td>
<td>$254,859,405</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$89,760,150</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$1,616,864,349</strong></td>
</tr>
</tbody>
</table>

**LIABILITIES & SURPLUS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses</td>
<td>$232,135,659</td>
</tr>
<tr>
<td>Loss adjustment expense</td>
<td>$27,181,246</td>
</tr>
<tr>
<td>Other expenses</td>
<td>$27,548,056</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>$113,141,748</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable</td>
<td>$605,079,295</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>$4,826,344</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar charges</td>
<td>$22,657,806</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>$107,140,820</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$1,199,710,574</strong></td>
</tr>
<tr>
<td>Preferred and Common capital stock</td>
<td>$7,500,238</td>
</tr>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>$293,480,097</td>
</tr>
<tr>
<td>Unassigned funds (surplus)</td>
<td>$176,173,040</td>
</tr>
<tr>
<td>Surplus as regards policyholders</td>
<td>$477,153,375</td>
</tr>
<tr>
<td><strong>Total Liabilities and Surplus</strong></td>
<td><strong>$1,616,864,349</strong></td>
</tr>
</tbody>
</table>

STATE OF NEW YORK
COUNTY OF NEW YORK

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 31st day of March, 2020.

Keith Brennan
Controller

Subscribed and sworn to before me this 31st day of March, 2020.

My commission expires

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO63872305
Qualified in New York County
Commission Expires June 4, 2022
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of
insurance business in said State and as such I hereby certify that

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

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

HUDSON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020
that it has admitted assets in the amount of $1,816,785,669, liabilities in the amount of $1,347,812,783, and surplus of
at least $468,972,886.

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

Judith French, Director
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,

Mary L.S. Getter

1, __________________________ hereby certify that
(print name – an Officer of the company)

C.G. Construction & Utilities, Inc. ____________________________ meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: __________________________
(surname)

Title: President

Date: April 15, 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.  

Health & Welfare  
Pension  
Apprenticeship  
Administration  

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.  

I.U.O.E. Local 18  
Apprenticeship Training Program  

L.I.U.N.A. Local 1410  
Apprenticeship Training Program  

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

W.C. Jones Asphalt Paving  
A to Z Property Maintenance  
Davida's Trucking  
Kes Harris Trucking  


CITY OF DAYTON, OHIO  
Department of Public Works  

Responsible Contractor Bidding Requirements  
(Form 3 of 3)  

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

Please see attached  

_________________________________  
_________________________________  
_________________________________  
_________________________________  

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

None  

_________________________________  
_________________________________  
_________________________________  
_________________________________  

_________________________________  
_________________________________  

_________________________________  

_________________________________
To PEP vendors,

C.G. Construction & Utilities, Inc. is soliciting quotes for the Earl Avenue Water Main Improvements project for the City of Dayton. This project bids at noon, April 15, 2021. This project’s participation goal is 15% MBE.

We are requesting quotes for construction services, trucking services, aggregate material, asphalt paving, pipe material, concrete work, electrical work and seed/straw/landscaping.

**Plans are included with this email.** Information about the plans, specs and requirements for this project are also available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton, OH.

Their telephone number is 937-333-1033.

Please send quotes for your specific scope to chp.cgconstruction@bizwoh.rr.com or you may also reply to myself at scottegconstruction@swohio.twcbc.com.

Please note, the attached PEP form has been revised. You ONLY need to, under section 2, fill in your company name, tax ID # and scope of work. I will fill in the dollar amounts and percentages to be counted towards the goal.

Thank you,

Scott Pearson
C.G. Construction & Utilities, Inc.
Phone: 937 866-7166
Fax: 937 865-9274
Cell: 937 604-5471

4/15/2021
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery ss:

Mary L.S. Getter being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
C.G. Construction & Utilities, Inc. ("the Contracting Party").

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

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

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

☐ Labor organization.

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

By: Mary L.S. Getter
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF ___________  )  SS:
COUNTY OF ________  )

Mary L.S. Getter
____________________________________, being first duly sworn deposes and states that:

(1) He/she is ______________________ of
   President
   (owner, partner, officer, representative, or agent)
   C.G. Construction & Utilities, Inc.
   (business or organization name)

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

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

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

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

Mary L.S. Getter
____________________________________
SIGNED
President
____________________________________
TITLE
ADDENDUM NO. 1
EARL AVENUE WATER MAIN IMPROVEMENTS
15% MBE PARTICIPATION

March 30, 2021

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the “Proposals” and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 1 includes:

Clarification to Contractor Question

I am having a difficult time identifying the 700 SY of Plain concrete pavement that the bid sheet calls for. Will you please clarify this by calling out the stationing where plain concrete pavement as well as LSM Backfill will be required or anticipated?

There will be no plain concrete pavement. Concrete Base and LSM Backfill shall be used in the intersections of Webster and Keowee Street.

Revised Bid Items
Replace the Bid Items with the attached revised Bid Items, dated March 30, 2021. The revisions are as follows:

- Added Item 305 -- Concrete Base (ODOT 499, Class FS) with a quantity of 150 S.Y.
- Deleted Item 452 -- Plain Concrete Pavement
- Revised Item 615 -- LSM Backfill, Type 1 No Fly Ash to a quantity of 400 C.Y.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Clearing and Grubbling</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>207</td>
<td>Temporary Soil Erosion and Sediment Control</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>340</td>
<td>C.Y.</td>
</tr>
<tr>
<td>505</td>
<td>Concrete Base (ODOT 499, Class FS)</td>
<td>150</td>
<td>S.Y.</td>
</tr>
<tr>
<td>459</td>
<td>Concrete Driveway</td>
<td>300</td>
<td>S.F.</td>
</tr>
<tr>
<td>606</td>
<td>Concrete Walk</td>
<td>50</td>
<td>S.F.</td>
</tr>
<tr>
<td>608</td>
<td>Barrier Curb</td>
<td>650</td>
<td>L.F.</td>
</tr>
<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>615</td>
<td>Low Strength Mortar Backfill, Type 1</td>
<td>400</td>
<td>C.Y.</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>642</td>
<td>Lane Line</td>
<td>200</td>
<td>L.F.</td>
</tr>
<tr>
<td>642</td>
<td>Centerline</td>
<td>200</td>
<td>L.F.</td>
</tr>
<tr>
<td>642</td>
<td>Channel Line</td>
<td>200</td>
<td>L.F.</td>
</tr>
<tr>
<td>642</td>
<td>Stop Bar</td>
<td>200</td>
<td>L.F.</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>200</td>
<td>S.Y.</td>
</tr>
<tr>
<td>859</td>
<td>Seeding and Mulching (Hydro-Seed)</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>810</td>
<td>Street Cut Permit</td>
<td>1</td>
<td>LUMP</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 8&quot; Water Pipe with Structural Backfill</td>
<td>90</td>
<td>L.F.</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 8&quot; Water Pipe with Structural Backfill</td>
<td>730</td>
<td>L.F.</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 20&quot; Water Pipe with Structural Backfill</td>
<td>60</td>
<td>L.F.</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 24&quot; Water Pipe with Structural Backfill</td>
<td>1180</td>
<td>L.F.</td>
</tr>
<tr>
<td>824</td>
<td>6&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>90</td>
<td>L.F.</td>
</tr>
<tr>
<td>824</td>
<td>8&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>730</td>
<td>L.F.</td>
</tr>
<tr>
<td>824</td>
<td>20&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>60</td>
<td>L.F.</td>
</tr>
<tr>
<td>824</td>
<td>24&quot; Ductile Iron Water Pipe and Fittings w/polywrap</td>
<td>1180</td>
<td>L.F.</td>
</tr>
<tr>
<td>837</td>
<td>Abandoned, Special (Water Valves)</td>
<td>5</td>
<td>EA.</td>
</tr>
<tr>
<td>840</td>
<td>8&quot; Gate Valve and Appurtenances</td>
<td>4</td>
<td>EA.</td>
</tr>
<tr>
<td>840</td>
<td>8&quot; Gate Valve and Appurtenances</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>840</td>
<td>20&quot; Gate Valve and Appurtenances</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>840</td>
<td>24&quot; Butterfly Valve w/Victaulic ends and Appurtenances</td>
<td>1</td>
<td>EA.</td>
</tr>
<tr>
<td>843</td>
<td>Fire Hydrant, Installed</td>
<td>4</td>
<td>EA.</td>
</tr>
<tr>
<td>843</td>
<td>Fire Hydrant, Removal</td>
<td>3</td>
<td>EA.</td>
</tr>
<tr>
<td>844</td>
<td>6&quot;x6&quot; Water Main Tee</td>
<td>1</td>
<td>EA.</td>
</tr>
<tr>
<td>844</td>
<td>10&quot;x6&quot; Water Main Tee</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>844</td>
<td>12&quot;x6&quot; Water Main Tee</td>
<td>1</td>
<td>EA.</td>
</tr>
<tr>
<td>844</td>
<td>24&quot;x20&quot; Water Main Tee</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>845</td>
<td>Service Replacement, Method &quot;B&quot;, 1&quot;</td>
<td>250</td>
<td>L.F.</td>
</tr>
<tr>
<td>845</td>
<td>Curb Stop, 1&quot;</td>
<td>10</td>
<td>EA.</td>
</tr>
<tr>
<td>845</td>
<td>Curb Box, 1&quot;</td>
<td>10</td>
<td>EA.</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 24&quot; Water Line</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 12&quot; Water Line</td>
<td>1</td>
<td>EA.</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 10&quot; Water Line</td>
<td>1</td>
<td>EA.</td>
</tr>
<tr>
<td>847</td>
<td>Cut and Plug 6&quot; Water Line</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>811</td>
<td>24&quot; Line Stop</td>
<td>2</td>
<td>EA.</td>
</tr>
<tr>
<td>ALT</td>
<td>Contingency Allowance (10% of Base Bid including Fixed Price items)</td>
<td>1</td>
<td>LUMP</td>
</tr>
</tbody>
</table>

Revised March 30, 2021
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Earl Avenue Water Main Improvement (15% MBE Participation Goal)  Dayton, Ohio

NAME

LOCATION

During the performance of this contract:

C.G. Construction & Utilities, Inc.  6081 Germantown Pike Miamistburg, OH 45342

CONTRACTOR

ADDRESS

TELEPHONE / FAX  9378667166/9378659271

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

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

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

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

The required goals and timetables are as follows:

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

<table>
<thead>
<tr>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/1/80 to Present 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

C.G. Construction & Utilities, Inc. (Contractor) certifies that:

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

   Operating Engineers
   Laborers
   Truck Drivers

   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:

Mary L.S. Getter

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
City Manager’s Report

Date May 12, 2021
Expense Type Award of Contract
Total Amount $30,000.00 (thru 6/30/2021)

From 3460 - Water/Water Reclamation
Supplier, Vendor, Company, Individual
Name Ohio Water Development Authority (OWDA)
Address P.O. Box 73514
Cleveland, OH 44193

Fund Source(s) Fund Code(s) Fund Amount(s)
2021 Sanitary Capital Fund 55003-3460-1424-54-SF2110 $30,000.00

Includes Revenue to the City  No  Affirmative Action Program  Yes

Description

ODOR CONTROL COVER REPLACEMENT PROJECT
LOAN FEE

The Department of Water requests permission to pay Ohio Water Development Authority (OWDA) one-time loan fee for the Odor Control Cover Replacement Project which is being funded by the State of Ohio Water Pollution Control Loan Fund (WPCLF) and the Ohio EPA, Division of Environmental and Financial Assistance (DEFA) that will approve and manage the loan, up to an amount of $30,000.00.

The WPCLF loan will cover the cost of the construction award to Ulliman Schutte Construction, LLC. in the amount of $4,352,500.00, the DEFA Required Additional Contingency (5%) in the amount of $217,600.00 and the Construction Phase Services (provided by the design vendor) in the amount of $180,000.00 for a total loan amount of $4,750,100.00. We anticipate the loan fee to be 0.35% of the total, which should be approximately $16,625.35. Therefore, we are asking for authority of up to $30,000.00 should the one-time application fee exceed the anticipated amount of $16,625.35.

The Dayton City Commission authorized the City to submit the loan application by Resolution No. 6551-20 on November 25, 2020, and approved the award of contract to Ulliman Schutte Construction, LLC at its May 5th 2021 meeting.

A Certificate of Funds, the Resolution and the DEFA loan application are attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract  
Renewal Contract  
Change Order:

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

| Contract Start Date: 5/12/2021 |
| Expiration Date: 6/30/2021     |
| Original Commission Approval: N/A |
| Initial Encumbrance: $30,000.00 |
| Remaining Commission Approval: $0  |
| Original CT/CF Increase Encumbrance: $0  |
| Decrease Encumbrance: $0  |
| Remaining Commission Approval: $0 |

<table>
<thead>
<tr>
<th>Amount: $30,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: 55003 - 3480 - 1424 - 54 - SF2110 -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: ____________</td>
</tr>
</tbody>
</table>

Vendor Name: Ohio Water Development Authority (OWDA)
Vendor Address: P.O. Box 73514  
Cleveland  
Ohio  
44193  
Street  
City  
State  
Zipcode + 4  
Federal ID: 31-1134301  
Commodity Code: 93297  
Purpose: OWDA Fee for the Odor Control Cover Replacement Project

Contact Person: Lisa Burton-Yates  
Water/Water Engineering  
Department/Division  
Date: 4/30/2021

Originating Department Director's Signature: Michael Powell

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: 5/4/2021

CF Prepared by:  
Date: 5/3/21  
CF/CT Number: CT01-2978

Finance Department  
October 18, 2011
Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)
50 West Town Street, Suite 700, Columbus, Ohio 43215
Ph: 614.644.2798

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

☐ Wastewater
Water Pollution Control Loan Fund (WPCLF)

☐ Drinking Water
Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower’s Information

Borrower (County, City, Village, or District):

Dayton

Borrower’s Population: 271,000

County:

DUNS#: 081853566

Borrower’s American Community Survey (ACS) Median Household Income: 28745

Date of Application:

3.0 Project Name and Description

Project Name: City of Dayton Water Reclamation Facility Odor Cover Replacement Project

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

The City of Dayton is required by its NPDES Permit to mitigate odors in the Sanitary Sewer and at the Water Reclamation Facility. The current Odor Control Covers on the Primary Clarifiers have been exposed to UV and are warped and no sealed. This allows unmitigated odor release to the atmosphere. This project was part of the Facility Master Plan and involves the replacement of the existing Odor Covers on the Primary Clarifier Effluent Landers and Clarifier Diversion Chambers.

** Will land and/or easement acquisitions be required for this project?

☐ Yes, please indicate acquisition commencement date(s). (Specify)

☐ No additional land and/or easements are needed for the project.

* Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower’s Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: $5,880,000.00

This field autofills from Tab 4

An estimated loan award date must be entered. This date should be the 1st of month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.

5/14/2021

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:
☐ Facility Sludge Upgrade
☐ Septage Facilities
☐ Water Resource Restoration Sponsor Program (WRRSP)
☐ Other: (Specify)

Water Discounts:
☐ Auxiliary Power Program
☐ Other: (Specify)

** Please select only ONE loan type**

The Borrower’s interest rate will be determined based on the current year’s Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

☐ Planning Loan

Planning loans have a maximum 5-year term.

First Payment Date: 

☐ Design Loan
(Previous incurred project costs for Planning may be included in the design loan.)

Design loans have a maximum 5-year term.

First Payment Date: 

☐ Construction Loan
(Previous incurred project costs for Planning & Design may be included in the construction loan.)

Minimum 5-year term. Maximum 30-year term.

Requested Term: 30 Years

First Payment Date: 7/1/2023

Loan Number:

** Please complete the appropriate schedule on Tab 3 “Project Schedule” that correlates with the selected loan type.
**5.0 Contact Information**

**Authorized Representative to Execute Contracts**

<table>
<thead>
<tr>
<th>Name</th>
<th>Shelley Dickstein</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>101 West Third Street</td>
</tr>
<tr>
<td>City</td>
<td>Dayton, Ohio</td>
</tr>
<tr>
<td>Zip</td>
<td>45402</td>
</tr>
<tr>
<td>Telephone</td>
<td>937-333-3600</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:shelley.dickstein@daytonohio.gov">shelley.dickstein@daytonohio.gov</a></td>
</tr>
</tbody>
</table>

**Address to Mail Loan Agreement (If different than Authorized Representative)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Michael Powell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>320 Monument Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Dayton, Ohio</td>
</tr>
<tr>
<td>Zip</td>
<td>45402</td>
</tr>
<tr>
<td>Telephone</td>
<td>937-333-3734</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mike.powell@daytonohio.gov">mike.powell@daytonohio.gov</a></td>
</tr>
</tbody>
</table>

**Billing Notices**

<table>
<thead>
<tr>
<th>Name</th>
<th>Chris Clark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2800 Guthrie Rd</td>
</tr>
<tr>
<td>City</td>
<td>Dayton, Ohio</td>
</tr>
<tr>
<td>Zip</td>
<td>45417</td>
</tr>
<tr>
<td>Telephone</td>
<td>937-333-1834</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:chris.clark@daytonohio.gov">chris.clark@daytonohio.gov</a></td>
</tr>
</tbody>
</table>

**Disbursements - Borrower’s representative to contact regarding disbursement**

<table>
<thead>
<tr>
<th>Name</th>
<th>Chris Clark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2800 Guthrie Rd</td>
</tr>
<tr>
<td>City</td>
<td>Dayton, Ohio</td>
</tr>
<tr>
<td>Zip</td>
<td>45417</td>
</tr>
<tr>
<td>Telephone</td>
<td>937-333-1834</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:chris.clark@daytonohio.gov">chris.clark@daytonohio.gov</a></td>
</tr>
</tbody>
</table>

**Borrower’s Wiring Information - Wires to the borrower should be sent to:**

<table>
<thead>
<tr>
<th>BANK WIRING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Federal Wire ABA</td>
</tr>
<tr>
<td>Account #</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHECK MAILING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State, Zip</td>
</tr>
</tbody>
</table>

**Consulting Engineer**

<table>
<thead>
<tr>
<th>Name</th>
<th>Jamie Gelner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm</td>
<td>Hazen &amp; Sawyer Consulting</td>
</tr>
<tr>
<td>Address</td>
<td>7870 East Kemper Rd, Suite 300</td>
</tr>
<tr>
<td>City</td>
<td>Cincinnati</td>
</tr>
<tr>
<td>State, Zip</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>(513) 469-5106</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jgelner@hazenandsawyer.com">jgelner@hazenandsawyer.com</a></td>
</tr>
<tr>
<td>State, Zip</td>
<td>45249</td>
</tr>
<tr>
<td>Cell</td>
<td>513-317-0337</td>
</tr>
</tbody>
</table>
### 6.0 Project Schedules for Planning, Design & Construction

**PLANNING SCHEDULE**

1. Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to task 3)

2. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 3)

3. **We request a Planning Loan by** (indicate the 1st of the Month in which Loan is requested)
   (Loan awards can be scheduled for January through October and December – no November scheduled awards)

4. **Project Completion Date** (The date funded planning activities will be completed and submitted to Ohio EPA)

5. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after the Project Completion)

**DESIGN SCHEDULE**

1. Submit approveable Facilities Planning information, including complete I/I Analysis (generally 120 days prior to task 4)

2. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA
   (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to task 4)

3. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 4)

4. **We request a Design Loan by** (1st of Month in which Loan is Awarded)

5. **Project Completion Date** (The date funded design will be completed and submitted to Ohio EPA)

6. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after Project Completion)

**CONSTRUCTION SCHEDULE**

1. Submit approveable Facilities Planning information, including complete I/I Analysis (generally 200 days prior to task 9)

2. **Submit complete Permit-to-Install application (if applicable) , including application, review fee, detail plans, contract documents, and specifications** (170 days prior to task 9)

3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA
   (Example: see ATTACHMENT A), a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to task 9)

4. **Submit Site Title Opinion Letter** signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B)

5. **Advertise for construction bids** (no later than 60 days prior to task 9)

6. **Open construction bids** (no later than 30 days prior to task 9) *Be sure to allow for a minimum of 60 days to award contracts*

7. **Submit bid information to DEFA** (no later than 21 days prior to task 9)

8. **Sign loan documents and return to DEFA** (no later than 7 days prior to task 9)

9. **We request a Construction Loan by** (1st of Month in which Loan is Awarded)

10. **Estimated Initiation of Operation date** (The date funded facilities will be in full operation as planned and designed)

11. **Estimated Initial payment due to the Ohio EPA loan program** (January 1 or July 1 - within one year after the Initiation of Operation)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Completed</td>
<td>12/2/2020</td>
</tr>
<tr>
<td>12/2/2020</td>
<td>3/8/2021</td>
</tr>
<tr>
<td>4/7/2021</td>
<td>4/12/2021</td>
</tr>
<tr>
<td>5/3/2021</td>
<td>5/14/2021</td>
</tr>
<tr>
<td>7/1/2022</td>
<td>7/1/2023</td>
</tr>
</tbody>
</table>

Ohio EPA Funding APP. Rev. January 2017
## 7.0 Estimated Cost Data

<table>
<thead>
<tr>
<th>Estimated Costs</th>
<th>OEPA / WPCLF</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Services</td>
<td>Bid and Construction Phase Services</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>Planning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Force Account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Loan Pay-off</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Loan Pay-off</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Construction

*Please enter number of anticipated contractors below*

- Contract "A" | $5,700,000.00 | $5,700,000.00 |
- Contract "B" |              |             |
- Contract "C" |              |             |

### Equipment

### Other Costs

- Contingency

### Subtotal

- $5,880,000.00 | $5,880,000.00 |

### Application Fee

- There is a 0.35% OWDA fee on WPCLF loans and a 1.25% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both programs have a minimum fee of $400. Please see application instructions for more information.
- $20,680.00

### Total Estimated Costs

- $5,880,000.00 | $5,900,580.00 |

---

### For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project.* The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

- *Ohio EPA Planning Loan #
- *Ohio EPA Design Loan #
- **OWDA Planning Loan #

### 8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower.

- Pay contractors directly
9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. (Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.
Revenue from:

☐ User Charges
☐ Assessments - Provide authorizing legislation
☐ General Taxes
☐ Other: Indicate source
☐ Other: Indicate source

10.0 Revenue Analysis

Current Revenues (Last Audit Year):

<table>
<thead>
<tr>
<th>User Classes</th>
<th>Total Revenue</th>
<th>Total Number of Users</th>
<th>Annual Revenue Per User</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$18,969,005.00</td>
<td>67,929</td>
<td>$279.25</td>
</tr>
<tr>
<td>Commercial</td>
<td>$5,945,014.00</td>
<td>1,922</td>
<td>$3,093.14</td>
</tr>
<tr>
<td>Industry / Gov.</td>
<td>$8,239,465.00</td>
<td>83</td>
<td>$99,270.66</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$33,153,484.00</strong></td>
<td><strong>69,934</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total Revenue should reconcile to the “Revenues to System” column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate

Projected Revenues for first year following project completion

<table>
<thead>
<tr>
<th>User Classes</th>
<th>Projected Total Revenue</th>
<th>Projected Total Number of Users</th>
<th>Projected Annual Revenue Per User</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$24,353,080.00</td>
<td>68,131</td>
<td>$357.44</td>
</tr>
<tr>
<td>Commercial</td>
<td>$7,632,420.00</td>
<td>1,814</td>
<td>$4,207.51</td>
</tr>
<tr>
<td>Industry / Gov.</td>
<td>$10,578,116.00</td>
<td>194</td>
<td>$54,526.37</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$42,563,616.00</strong></td>
<td><strong>70,139</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total Revenue should reconcile to the “Revenues to System” column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate

<table>
<thead>
<tr>
<th>Customer</th>
<th>% of Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargill, Inc.</td>
<td>13.16%</td>
</tr>
<tr>
<td>Wright Patterson Air Force Base</td>
<td>5.16%</td>
</tr>
<tr>
<td>Tate &amp; Lisle</td>
<td>4.42%</td>
</tr>
<tr>
<td>Miami Valley Hospital</td>
<td>1.88%</td>
</tr>
<tr>
<td>City of Trotwood</td>
<td>1.71%</td>
</tr>
<tr>
<td>VA Center</td>
<td>1.16%</td>
</tr>
<tr>
<td>University of Dayton</td>
<td>1.08%</td>
</tr>
<tr>
<td>City of Oakwood</td>
<td>0.91%</td>
</tr>
<tr>
<td>Hohman Plating</td>
<td>0.70%</td>
</tr>
<tr>
<td>Lime Reclamation (COD)</td>
<td>0.65%</td>
</tr>
</tbody>
</table>

Ohio EPA Funding APP, Rev. January 2017
11.0 Revenue Analysis Continued

3-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

<table>
<thead>
<tr>
<th>Year</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$34,697,553.20</td>
<td>$34,457,043.00</td>
<td>$33,153,484.00</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$25,911,036.00</td>
<td>$26,747,909.00</td>
<td>$28,796,491.00</td>
</tr>
<tr>
<td>Debt Service Payments</td>
<td>$3,390,794.57</td>
<td>$3,390,640.24</td>
<td>$3,399,960.55</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$29,301,830.57</td>
<td>$30,138,549.24</td>
<td>$33,196,451.55</td>
</tr>
<tr>
<td>Surplus or Loss</td>
<td>$5,395,722.63</td>
<td>$4,318,493.76</td>
<td>-$42,967.55</td>
</tr>
</tbody>
</table>

Outstanding System Debt (do not include loan being applied for):

<table>
<thead>
<tr>
<th>Debt Type</th>
<th>Debt Balance</th>
<th>Annual Payment</th>
<th>Final Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ohio EPA Loans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OWDA</td>
<td>$2,859,186.26</td>
<td>$1,061,086.88</td>
<td>7/1/2023</td>
</tr>
<tr>
<td>OPWC</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>1/1/2021</td>
</tr>
<tr>
<td>GO bonds</td>
<td>$9,735,000.00</td>
<td>$1,178,600.00</td>
<td>12/1/2032</td>
</tr>
<tr>
<td>Revenue Bonds</td>
<td>$29,740,000.00</td>
<td>$2,264,743.29</td>
<td>12/1/2040</td>
</tr>
<tr>
<td>USDA-RD Loans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$42,359,186.26</td>
<td>$4,529,430.17</td>
<td></td>
</tr>
</tbody>
</table>

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

12.0 Borrowers Credit Rating (If applicable)

<table>
<thead>
<tr>
<th></th>
<th>Moody's</th>
<th>S&amp;P</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Obligation</td>
<td>Aa2</td>
<td>AA</td>
</tr>
<tr>
<td>Water and Sewer Revenues</td>
<td>Aa2</td>
<td>AA-</td>
</tr>
</tbody>
</table>

13.0 Rate Schedule

Indicate the year of the last rate increase: 2020

What was the % of the last rate increase? 7.50%

Describe the planned rate increases for the next 2 years:
Rate increase of 7.5% in place for 2020 and 2021. Rate increases are governed by City Ordinance.

14.0 Capital Improvement Plan

Brief Description of Major Projects:

Total Phosphorus Treatment Project currently in process for award and being funded by a DEFA Construction Loan

Ten Year Capital Improvement Plan:

<table>
<thead>
<tr>
<th>Years</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ in 000's</td>
<td>12,616,167</td>
<td>19,666,666</td>
<td>12,666,666</td>
<td>63,666,666</td>
<td>13,000,000</td>
<td>13,000,000</td>
<td>13,390,000</td>
<td>13,791,700</td>
<td>14,205,451</td>
<td>14,631,615</td>
</tr>
</tbody>
</table>

Ohio EPA Funding APP. Rev. January 2017

**16.0 Equipment & Replacement Schedule**

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

**An example of an Equipment & Material Replacement would be:**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarifier</td>
<td>X</td>
<td></td>
<td>2</td>
<td>2008</td>
<td>15</td>
<td>$80,000.00</td>
<td>$85,000.00</td>
<td>2023</td>
</tr>
<tr>
<td>Pumps</td>
<td>X</td>
<td></td>
<td>10</td>
<td>2007</td>
<td>10</td>
<td>$30,000.00</td>
<td>$33,000.00</td>
<td>2017</td>
</tr>
<tr>
<td>Replacement Pipe</td>
<td>X</td>
<td></td>
<td>200</td>
<td>1999</td>
<td>30+</td>
<td>$100,000.00</td>
<td>$110,000.00</td>
<td>2019</td>
</tr>
</tbody>
</table>

---

Ohio EPA Funding APP. Rev. January 2017
United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Barbara Doseck, Law Director
Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)
Division of Environmental & Financial Assistance
50 West Town Street, Suite 700, Columbus, Ohio 43215
Ph: (614) 644-2798   Fax: (614) 644-3687
www.epa.ohio.gov/defa

OHIO WATER POLLUTION CONTROL LOAN FUND
COMPLIANCE CERTIFICATION

BORROWER       Dayton
PROJECT NAME    City of Dayton Water Reclamation Facility Odor Cover Replacement Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

1. Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.

2. Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.

3. Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.

4. Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.

5. Will, during the construction of the project facilities, comply with the provisions of:
   B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
   D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
   E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
   F. State Executive Order 90-68 relating to construction impacts on wetland areas.
   G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.

6. Will, when disbursements exceed $750,000 in any year under this agreement, comply with:
   The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

7. Will comply with Federal Water Pollution Control Act 602(b)(14) pertaining to the procurement of A/E services.

8. Will comply with Federal Water Pollution Control Act 603(d)(1)(E) pertaining to the development of a Fiscal Sustainability Plan.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

[Signature of Authorized Official]

[Date]

Ohio EPA Funding APP. Rev. January 2017
17.0 Application Check List

☐ Facilities Plan

☐ A copy of Legislation authorizing current rates/tap in fees

☐ A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)

☐ Planning & Design Loan Only: Draft or Executed Copy of Engineering Agreement

☐ Construction Loan Only: Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.

☐ Detailed estimate for Equipment and Force Account

☐ Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.

☐ If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.

☐ Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)

* Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.

☐ Intermunicipal Service Agreement (if applicable)

☐ Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

***ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.***

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

☐ General Certificate (Example: see ATTACHMENT C)

☐ Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title): Chris Clark, Manager, Division of Water Reclamation, Dept of Water

Signature: [Signature]

Date: 12/19/2020

Telephone Number: 937-333-1834

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative

Joseph D. Parlette

Title ☑ City Manager

Signature: [Signature] Date: 12/8/2020
A RESOLUTION

Authorizing the City Manager to Apply for, Accept, and Enter Into a Water Pollution Control Loan Fund ("WPCLF") Loan Agreement on Behalf of the City of Dayton, Ohio for the Construction of the Odor Control Covers Replacement Project; Designating a Dedicated Repayment Source for the Loan; and Declaring an Emergency.

WHEREAS, The City of Dayton is required by the Ohio EPA NPDES Permit to mitigate odors in the sanitary sewer system and the Water Reclamation Facility; and

WHEREAS, The Water Reclamation Facility has utilized Odor Control Covers at the Headworks and Primary Clarifiers to draw off foul odors and send to the Biofilters; and

WHEREAS, The Odor Control Covers have failed due to exposure to UV light and due to the age of the covers, thereby necessitating the need to replace these covers; and

WHEREAS, The City of Dayton intends to apply for a Water Pollution Control Loan Fund (WPCLF) Loan for the construction of the Odor Control Cover Replacements; and

WHEREAS, The Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; and

WHEREAS, For the immediate preservation of the public property, health and safety, and the usual operations of City departments, it is necessary that this Resolution take effect immediately, now, therefore,

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

Section 1. That the City Manager, or her designee, be and is hereby authorized to apply for a WPCLF Loan, execute any and all necessary documents for, and enter into a WPCLF loan with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of the Odor Control Covers Replacement Project on behalf of the City of Dayton, Ohio.

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

Section 3. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION...Nov...25..........., 2020

SIGNED BY THE MAYOR...November...25..........., 2020

[Signature]
Mayor of the City of Dayton, Ohio

Attest:
[Signature]
Clerk of Commission

Approved as to form:
GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO ENVIRONMENTAL PROTECTION AGENCY
AND OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the Clerk of Commission of the City of Dayton, Ohio, hereby certifies that:

I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the Water Pollution Control Loan Fund (WPCLF) Agreement (as defined below), the following were the incumbents of the listed offices:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive Officer:</td>
<td>City Manager</td>
</tr>
<tr>
<td></td>
<td>Shelley Dickstein</td>
</tr>
<tr>
<td>Chief Fiscal Officer:</td>
<td>Director of Finance</td>
</tr>
<tr>
<td></td>
<td>LaShea Lofton</td>
</tr>
<tr>
<td>Chief Legal Officer:</td>
<td>Director of Law</td>
</tr>
<tr>
<td></td>
<td>Barbara Doseck</td>
</tr>
<tr>
<td>Officer Responsible for Records:</td>
<td>Clerk of Commission</td>
</tr>
<tr>
<td></td>
<td>Rashella Lavender</td>
</tr>
</tbody>
</table>

Legislators:  

City of Dayton Commission: Nan Whaley, Mayor; Commissioner Matt Joseph; Commissioner Jeffre.
Mims; Commissioner Chris Shaw; Commissioner Darryl Fairchild

II. The regular meeting of City of Dayton Commission (the “Legislative Body”) of the Borrower was held on November 25, 2020.

III. Attached hereto is (a) a true and exact copy of Resolution No. 551-20 (the “Loan Legislation”), approved by the Dayton City Commission Body on November 25, 2020, authorizing the Borrower to enter into a Water Pollution Control Loan Fund (WPCLF) Supplemental Loan Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the “Water Pollution Control Loan Fund (WPCLF) Agreement”), including a description of the Project Facilities being financed under the Water Pollution Control Loan Fund (WPCLF) Agreement, and (b) a copy of the Water Pollution Control Loan Fund (WPCLF) Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the Water Pollution Control Loan Fund (WPCLF Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.

IV. Attached hereto is a true and exact copy of Ordinance No. 31785-19 (the “Rate Legislation”), approved by the Legislative Body on January 8, 2020, authorizing the current water and sewer rates of the City of Dayton to which the Water Pollution Control Loan Fund (WPCLF) Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the Water Pollution Control Loan Fund (WPCLF) Agreement.

V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

Rashella Lavender – Clerk of Commission

Rashella Lavender

Signature

November 25, 2020
(Date)
December 3, 2020

Ms. Paula Yade  
Division of Environmental and Financial Assistance  
Ohio Environmental Protection Agency  
P. O. Box 1049  
Columbus, Ohio 43216-1049

RE: City of Dayton – Odor Control Cover Replacement Construction

Dear Ms Yade:

I am the Law Director for the City of Dayton. The purpose of this letter is to provide a site title opinion that demonstrates the City of Dayton has sufficient legal vested interest in all real property to ensure such construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life.

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

Sincerely,

[Signature]
Barbara Doseck  
Director of Law  
City of Dayton
December 3, 2020

Jerry Rouch, Chief
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

And

Ken Heigel, Executive Director
Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Dear Messrs. Rouch and Heigel:

I am the duly appointed and serving City Attorney for the City of Dayton, Ohio, and as such have examined the City's documents relating to the following paragraphs. As the City Attorney, I advise you that:

1. Resolution No. 6533-20 adopted on September 30, 2020 by the Commission of the City of Dayton (the “Borrower”) authorizing the execution and delivery of the Water Pollution Control Loan Fund (WPCLF) was duly and lawfully passed/adopted by the City Commission on said date, and is in full force and effect and has not been withdrawn or repealed as of this date.

2. All formal actions of the Borrower concerning or relating to the enactment of the legislation described in paragraph 1 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

3. The Water Pollution Control Loan Fund (WPCLF) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the City Commission, enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor’s rights.

Sincerely,

[Signature]
Barbara Doseck
City Attorney
City Manager's Report

From 3460 - Water/Water Reclamation

Supplier, Vendor, Company, Individual

Peterson Construction Company

Address 18817 SR 501 North
Wapakoneta, Ohio 45895

Date May 12, 2021

Expense Type Award of Contract

Total Amount $459,800.00 (thru 12/31/2023)

Fund Source(s)  Fund Code(s)  Fund Amount(s)
2021 Sanitary Capital Fund (Cash)  55003-3460-1424-54-SF2109  $459,800.00

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

Description

PRIMARY SLUDGE PIPING PROJECT
(5% SBE, 15% MBE PARTICIPATION GOAL/ 5.74% SBE, 16.95% MBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Peterson Construction Company in the amount of $459,800.00 for the Construction of the Primary Sludge Piping Replacement Project. The amount includes the base bid of $418,000.00 and the Alternate No.1 Contingency Allowance of $41,800.00. This project consists of the replacement of approximately 800 feet of digester piping and recirculation pipe that is badly corroded and has had numerous breaks in the past few years. The project also includes a new driveway to the south grit building.

Three bids were received for this project on April 22, 2021. After reviewing the bids, Peterson Construction Company’s bid was determined to be the best and lowest. The estimated cost for the project was $410,000.00. The time of completion for the project is 420 calendar days. The expiration date identified on the Certificate of Funds is December 31, 2023.

This Project is being funded using 2021 Sanitary Capital Fund (Cash).

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

Signatures/Approval

Division
Michael Powell

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Expiration Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5/12/2021</td>
<td>12/31/2023</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>Initial Encumbrance</td>
<td>$459,800.00</td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td></td>
<td>$459,800.00</td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
<td>Increase Encumbrance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Amount: | $459,800.00 |
| Fund Code: | 55003 - 3480 - 1424 - 54 - SF2109 - |

Amount: |

| Fund Code: | |

Vendor Name: Peterson Construction Company
Vendor Address: 18817 SR 501 North, Wapakoneta, OH 45895
Federal ID: 34-1342365
Commodity Code: 93691
Purpose: Award of Contract for the Primary Sludge Piping Project

Contact Person: Lisa Burton-Yates

Originating Department Director's Signature: Michael Powell

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: 5/4/2021

CF Prepared by: 5/3/2021

Finance Department

October 18, 2011
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Peterson Construction Co</th>
<th>Outdoor Enterprise</th>
<th>Shook Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>624</td>
<td>Mobilization (5% Max)</td>
<td>L.S.</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$113,244.00</td>
</tr>
<tr>
<td>202</td>
<td>8&quot; Pipe Removed</td>
<td>L.F.</td>
<td>320</td>
<td>$6.00</td>
<td>$120.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>202</td>
<td>Pavement Removed</td>
<td>S.Y.</td>
<td>636</td>
<td>$10.00</td>
<td>$6,360.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>202</td>
<td>Concrete Pad Removed</td>
<td>S.F.</td>
<td>125</td>
<td>$3.00</td>
<td>$375.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>19</td>
<td>$3.00</td>
<td>$57.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>202</td>
<td>Steps Removed</td>
<td>S.F.</td>
<td>8</td>
<td>$45.00</td>
<td>$360.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>334</td>
<td>$7.50</td>
<td>$2,505.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>202</td>
<td>Abandoned Riser Pipe (Cut &amp; Capped)</td>
<td>L.S.</td>
<td>1</td>
<td>$3.60</td>
<td>$3.60</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>203</td>
<td>Driveway Excavation</td>
<td>C.Y.</td>
<td>35</td>
<td>$30.00</td>
<td>$1,050.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>203</td>
<td>Driveway Embankment Construction</td>
<td>C.Y.</td>
<td>24</td>
<td>$250.00</td>
<td>$1,800.00</td>
<td>$85.00</td>
</tr>
<tr>
<td>207</td>
<td>Temporary Sediment and Erosion Control</td>
<td>L.S.</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>183</td>
<td>$60.00</td>
<td>$10,980.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>441</td>
<td>Asphalt Pavement</td>
<td>C.Y.</td>
<td>100</td>
<td>$169.00</td>
<td>$16,900.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>452</td>
<td>Plain Concrete Pavement (10&quot; Thick)</td>
<td>S.Y.</td>
<td>174</td>
<td>$90.00</td>
<td>$15,660.00</td>
<td>$155.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Stairs</td>
<td>S.F.</td>
<td>6</td>
<td>$200.00</td>
<td>$1,200.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>609</td>
<td>Mountable Curb</td>
<td>L.F.</td>
<td>150</td>
<td>$30.00</td>
<td>$4,500.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>609</td>
<td>Curb, Type 7</td>
<td>L.F.</td>
<td>186</td>
<td>$20.00</td>
<td>$3,720.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>L.S.</td>
<td>1</td>
<td>$5,308.40</td>
<td>$5,308.40</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>653</td>
<td>Trench Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>145</td>
<td>$35.00</td>
<td>$5,075.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>659</td>
<td>Sanding and Mulching</td>
<td>S.Y.</td>
<td>1,270</td>
<td>$1.00</td>
<td>$1,270.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, New 6&quot; Di</td>
<td>L.F.</td>
<td>794</td>
<td>$162.00</td>
<td>$128,628.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>810</td>
<td>Force Main with Native Material</td>
<td>L.F.</td>
<td>799</td>
<td>$172.00</td>
<td>$137,428.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>840</td>
<td>8&quot; Buried Plug Valve and Accouterances</td>
<td>EA.</td>
<td>2</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>840</td>
<td>6&quot; Buried Plug Valve and Accouterances</td>
<td>EA.</td>
<td>2</td>
<td>$1,700.00</td>
<td>$3,400.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>890</td>
<td>North Sludge Pumping Station Piping</td>
<td>L.S.</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>890</td>
<td>East West Digester Feed Cleaning Vault</td>
<td>L.S.</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td></td>
<td>Accouterances</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Alternate No. 1 Contingency Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Contingency Allowance 10% of Base Bid</td>
<td>L.S.</td>
<td>1</td>
<td>$41,800.00</td>
<td>$41,800.00</td>
<td>$41,800.00</td>
</tr>
<tr>
<td></td>
<td>Base Bid Total</td>
<td></td>
<td></td>
<td>$418,000.00</td>
<td>$427,676.00</td>
<td>$900,000.00</td>
</tr>
</tbody>
</table>
April 27, 2021

TO: Nick Dailey P.E., Chief Engineer
    Department of Water,
    Division of Water Engineering

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

SUBJECT: Primary Sludge Piping Replacement
         (5% SBE & 15% MBE Participation Goal)

The apparent low bidder, Peterson Construction Company submitted a bid utilizing three (3) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that Peterson Construction Company is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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>Peterson Construction Company</td>
<td>$418,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mad River Construction</td>
<td>$24,000.00</td>
<td>5.74% SBE</td>
</tr>
<tr>
<td>Ebony Construction Inc.</td>
<td>$54,000.00</td>
<td>12.91% MBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co., Inc.</td>
<td>$16,500.00</td>
<td>4.04% MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 5.74% SBE           |
|                                  | 16.95% MBE          |

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

CAG
PEP-CERTIFIED SBE (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: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta
State: OH
ZIP: 45895
Telephone: (419) 941-2233
Email: rknapke@petersonconstructionco.com
Primes Base Bid: $418,000.00
Name of Project: Primary Sludge Piping Replacement Project

SECTION 2: PEP/CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm’s Tax ID#: 20-8201848
Scope of Work to Be Performed by Certified Firm: General Construction - Pipe & Valves

<table>
<thead>
<tr>
<th>Total Bid</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>$24,000.00</td>
<td>100.00</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>$20,000.00</td>
<td>83.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>$4,000.00</td>
<td>17.00</td>
<td>$4,000.00</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)

Robert K. Knapke
(Printed Name of Bidder/Proposer’s Authorized Agent)
Vice President
(Title of Bidder/Proposer’s Authorized Agent)

Date: 04/22/21

If the Bidder/Proposer 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:** Peterson Construction Company  
**Address:** 18817 SR 501 North  
**City:** Wapakoneta  
**State:** OH  
**ZIP:** 45895  
**Telephone:** (419) 941-2233  
**Email:** rknape@petersonconstructionco.com  
**Primes Base Bid:** $418,000.00  
**Name of Project:** Primary Sludge Piping Replacement Project

---

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

**Name of PEP-Certified Firm:** Ebony Construction Inc  
**PEP-Certified Firm’s Tax ID:** 34-1520889  
**Scope of Work to Be Performed by Certified Firm:** General Construction - Pipe & Valves

---

**Total Dollar Amount Towards Goal**  
<table>
<thead>
<tr>
<th>Item</th>
<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>$54,000.00</td>
<td>100.00</td>
<td>$54,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$44,000.00</td>
<td>82.00</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$10,000.00</td>
<td>18.00</td>
<td>$10,000.00</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)  
Robert K. Knapke  
(Printed Name of Bidder/Proposer’s Authorized Agent)  
Vice President  
(Title of Bidder/Proposer’s Authorized Agent)  
04/22/21  
(Date)

*IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HBC 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: Peterson Construction Company

Address: 18817 SR 501 North

City: Wapakoneta

State: OH

ZIP: 45895

Telephone: (419) 941-2233

Email: rkanpke@petersonconstructionco.com

Primes Base Bid: $418,000.00

Name of Project: Primary Sludge Piping Replacement

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc

PEP-Certified Firm's Tax ID#: 31-0955590

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>$16,900.00</td>
<td>$16,900.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$9,295.00</td>
<td>$9,295.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$7,605.00</td>
<td>$7,605.00</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)

Robert K. Knapke

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

Vice President

(Date)

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

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

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

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

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

<table>
<thead>
<tr>
<th>SBE</th>
<th>MBE</th>
<th>WBE</th>
<th>DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.20%</td>
<td>15.40%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

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

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

- [ ] SBE
- [ ] MBE
- [ ] WBE
- [ ] DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeree's Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Offeree's Authorized Agent)

Peterson Construction Company

(Name of Bidder/Proposer's Firm)

Vice President 04/22/2021

(Title of Bidder/Offeree's Authorized Agent) (Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
Primary Sludge Piping Replacement Project
(15% MBE and 5% SBE Participation Goal)

Bidder
Peterson Construction Company
18817 SR 501 North
Wapakoneta, OH 45895
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>624</td>
<td>Mobilization (5% Max)</td>
<td>L.S.</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>202</td>
<td>8&quot; Pipe Removed</td>
<td>L.F.</td>
<td>320</td>
<td>$6.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td>202</td>
<td>Pavement Removed</td>
<td>S.Y.</td>
<td>636</td>
<td>$10.00</td>
<td>$6,360.00</td>
</tr>
<tr>
<td>202</td>
<td>Concrete Pad Removed</td>
<td>S.F.</td>
<td>125</td>
<td>$3.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>19</td>
<td>$3.00</td>
<td>$57.00</td>
</tr>
<tr>
<td>202</td>
<td>Steps Removed</td>
<td>S.F.</td>
<td>8</td>
<td>$45.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>334</td>
<td>$7.50</td>
<td>$2,505.00</td>
</tr>
<tr>
<td>202</td>
<td>Abandoned Riser Pipe (Cut &amp; Capped)</td>
<td>L.S.</td>
<td>1</td>
<td>$3.60</td>
<td>$3.60</td>
</tr>
<tr>
<td>203</td>
<td>Driveway Excavation</td>
<td>C.Y.</td>
<td>35</td>
<td>$30.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>203</td>
<td>Driveway Embankment Construction</td>
<td>C.Y.</td>
<td>24</td>
<td>$75.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>207</td>
<td>Temporary Sediment and Erosion Control</td>
<td>L.S.</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>183</td>
<td>$60.00</td>
<td>$10,980.00</td>
</tr>
<tr>
<td>441</td>
<td>Asphalt Pavement</td>
<td>C.Y.</td>
<td>100</td>
<td>$169.00</td>
<td>$16,900.00</td>
</tr>
<tr>
<td>452</td>
<td>Plain Concrete Pavement (10&quot; Thick)</td>
<td>S.Y.</td>
<td>174</td>
<td>$90.00</td>
<td>$15,660.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Steps</td>
<td>S.F.</td>
<td>6</td>
<td>$200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>609</td>
<td>Mountable Curb</td>
<td>L.F.</td>
<td>150</td>
<td>$30.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>609</td>
<td>Curb, Type 7</td>
<td>L.F.</td>
<td>186</td>
<td>$20.00</td>
<td>$3,720.00</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>L.S.</td>
<td>1</td>
<td>$5,308.40</td>
<td>$5,308.40</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>145</td>
<td>$35.00</td>
<td>$5,075.00</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and Mulching</td>
<td>S.Y.</td>
<td>1,270</td>
<td>$1.00</td>
<td>$1,270.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, New 6&quot; DI Force Main with Native Material</td>
<td>L.F.</td>
<td>794</td>
<td>$162.00</td>
<td>$128,628.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, New 8&quot; DI Force Main with Native Material</td>
<td>L.F.</td>
<td>799</td>
<td>$172.00</td>
<td>$137,428.00</td>
</tr>
<tr>
<td>840</td>
<td>8&quot; Buried Plug Valve and Appurtenances</td>
<td>EA.</td>
<td>2</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>840</td>
<td>6&quot; Buried Plug Valve and Appurtenances</td>
<td>EA.</td>
<td>2</td>
<td>$1,700.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>SP-1</td>
<td>North Sludge Pumping Station Piping Modifications</td>
<td>L.S.</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>SP-2</td>
<td>East West Digester Feed Cleaning Vault including Appurtenances</td>
<td>L.S.</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td><strong>Alternate No. 1 Contingency Allowance</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$41,800.00</strong></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Contingency Allowance 10% of Base Bid</td>
<td>L.S.</td>
<td>1</td>
<td>$41,800.00</td>
<td><strong>$41,800.00</strong></td>
</tr>
<tr>
<td><strong>Base Bid Total:</strong>**</td>
<td></td>
<td></td>
<td></td>
<td><strong>$418,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
BID BOND

Amount $ 50,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of Fifty Thousand 00/100 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,

Peterson Construction Company

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 15th day of April, 2021

Peterson Construction Company

[Signature]

Bidder
Robert K. Knapke, Vice President

Ohio Farmers Insurance Company

[Signature]

Stephanie M. White, Surety
Attorney-In-Fact

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 FAX 614-326-0132

Project: PRIMARY SLUDGE PIPING REPLACEMENT PROJECT
POWER NO. 3405222 10
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

General
Power of Attorney

KNow All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and Ohio FARMERS INSURANCE COMPANY, corporations, hereafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY R. OVERMYER, AMY M. PERDUE, JEffE KEHL, STEPHANIE M. WHITE, DAVID CATANese, JOINTLY OR SEVERALLY

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

LIMITATION. THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE

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

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereunto affixed this 31st day of JANUARY A.D. 2000.

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

Notarial Seal
Affixed

State of Ohio
County of Medina

On this 31st day of JANUARY A.D. 2000, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did deposes and say, that he resides in Hartford, CT, that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of APRIL A.D. 2021.

Frank A. Carrino, Secretary

Notarial Seal
Affixed

State of Ohio
County of Medina

BPOA02 (combined) (08-02)
## Financial Statement

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

**OHIO FARMERS INSURANCE COMPANY**  
**BALANCE SHEET**

**12/31/19**  
*(in thousands)*

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>29,473</td>
</tr>
<tr>
<td>Bonds</td>
<td>444,935</td>
</tr>
<tr>
<td>Stocks</td>
<td>144,750</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,206,808</td>
</tr>
<tr>
<td>Real estate</td>
<td>160,044</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>112,354</td>
</tr>
<tr>
<td>Other assets</td>
<td>172,167</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>3,270,649</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>167,924</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>332,025</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>259,623</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>759,472</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td></td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td><strong>2,511,177</strong></td>
</tr>
</tbody>
</table>

| **Total liabilities and surplus** | **3,270,649** |

State of Ohio  
SS:  
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of OH, and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under said laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2019.

**Attest:**

Frank A. Carrino  
Group Legal Leader, Secretary

Sworn to before me this 12th day of February A.D. 2020.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

Gery W. Stumper  
National Surety Leader  
Senior Executive

David A. Kotulik  
Attorney at Law  
Notary Public - State of Ohio
I, Jillian Froumen, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)
Accident & Health
Aircraft
Allied Lines
 Boiler & Machinery
 Burglary & Theft
 Collectively Renewable A & H
 Commercial Auto - Liability
 Commercial Auto - No Fault
 Commercial Auto - Physical Damage
 Credit Accident & Health
 Earthquake
 Flood
 Financial Guaranty
 Fire
 Glass
 Group Accident & Health
 Guaranteed Renewable A & H

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

OHIO FARMERS INSURANCE COMPANY, certified in its annual statement to this Department as of December 31, 2019, that it has admitted assets in the amount of $3,270,099,085, liabilities in the amount of $750,472,413, and surplus of at least $2,511,176,672.

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

Jillian Froumen, Director

[Signature]

[Stamp] Accredited by the National Association of Insurance Commissioners (NAIC)
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES □ NO ✓

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES □ NO ✓

(2) Been the subject of:

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

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

RESPONSE: YES □ NO ✓

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

(1) Sanctioned relative to any business or professional permit and/or license?
RESPONSE: YES [ ] NO [✓]

(2) Suspended, debarred, or disqualified from any government contracting process?
RESPONSE: YES [ ] NO [✓]

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

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

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES [ ] NO [✓]

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Peterson Construction Company
Ohio

Donald J. Bergfeld, President
Douglas J. Crusey, Vice President
Robert K. Knapke, Vice President

18817 SR 501 North
Wapakoneta, OH 45895

Telephone (419) 941-2233  Fax (419) 941-2244

E-mail rknapke@petersonconstructionco.com

Federal I.D.# 34-1342365

Dated this 22 day of April, 2021

Bidder: [Signature]
(Person, Firm, or Corporation)

By: Robert K. Knapke
Title: Vice President
CITY OF DAYTON, OHIO  
Department of Public Works  

Responsible Contractor Bidding Requirements  
(Form 1 of 3)  

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

I, Robert K. Knapke  
(print name – an Officer of the company)  

Peterson Construction 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: Vice President  

Date: April 22, 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.

See Carpenters' Local 104 Contract

See Laborers' Local 1410 Contract

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

Per Carpenters' Local 104 Apprentice Program

Per Laborers' Local 1410 Apprentice Program

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

W.C. Jones Asphalt

Ebony Construction

Mad River Construction
CITY OF DAYTON, OHIO  
Department of Public Works  

Responsible Contractor Bidding Requirements  
(Form 3 of 3)

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

<table>
<thead>
<tr>
<th>Ebony Construction</th>
<th>Scandrick Trucking</th>
</tr>
</thead>
<tbody>
<tr>
<td>W.C. Jones Asphalt Paving Co.</td>
<td>Tall View Palladium, Inc</td>
</tr>
<tr>
<td>Big L Trucking &amp; Excavating</td>
<td>High Mark Construction Group, Inc.</td>
</tr>
<tr>
<td>Green Star Trucking, Inc</td>
<td>Magic Painting, Inc</td>
</tr>
<tr>
<td>B.T. King, Inc</td>
<td>Oh-Man Enterprises, LLC</td>
</tr>
</tbody>
</table>

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

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

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Robert K. Knapke
being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Peterson Construction Company (“the Contracting Party”).

2. The Contracting Party is a/an (select one):
   ☑ Corporation organized and existing under the laws of the State of Ohio
   ☐ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   ☐ 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: Vice President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
COUNTY OF Auglaize )

Robert K. Knapke, being first duly sworn deposes and states that:

(1) He/she is Vice President
    (owner, partner, officer, representative, or agent)
    Peterson Construction Company 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
Vice President
TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Primary Sludge Piping Replacement Project
NAME

Dayton, Ohio
LOCATION

During the performance of this contract:
Peterson Construction Company
18615 SR 501 N., Wapakoneta, OH 45895
CONTRACTOR

419/941-2233 419/941-2244
ADDRESS

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

Peterson Construction Company (Contractor) certifies that:

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

   Laborers
   Carpenters
   Operators
   Cement Finishers

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

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

SIGN: [Signature]

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED SBE  
(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company

Address: 18817 SR 501 North

City: Wapakoneta  
State: OH  
ZIP: 45895

Telephone: (419) 941-2233

Email: rknape@petersonconstructionco.com

Prime's Base Bid $ 418,000.00

Name of Project: Primary Sludge Piping Replacement Project

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction

PEP-Certified Firm's Tax ID#: 20-8201848

Scope of Work to Be Performed by Certified Firm: General Construction - Pipe & Valves

<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>$ 24,000.00</td>
<td>$ 24,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 20,000.00</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
</tr>
</tbody>
</table>

| Total Bid                       | % 100.00               | $ 24,000.00                                              |
| Materials                       | % 83.00                | $ 20,000.00                                              |
| Labor                           | % 17.00                | $ 4,000.00                                               |

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)

Robert K. Knapke

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

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

04/22/21

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT OR IF THE HIC 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 MBE

(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: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta
State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: knapke@petersonconstructionco.com
Primes Base Bid $418,000.00
Name of Project: Primary Sludge Piping Replacement Project

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Inc
PEP-Certified Firm's Tax ID#: 34-1520889
Scope of Work to Be Performed by Certified Firm: General Construction - Pipe & Valves

Total Dollar Amount Towards Goal | Percentage Towards Goal | Amount to Be Paid to This PEP Firm for the WorkDescribed:
---|---|---
Total Bid $54,000.00 | 100.00 | $54,000.00
Materials $44,000.00 | 82.00 | $44,000.00
Labor $10,000.00 | 18.00 | $10,000.00

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)

Robert K. Knapke
(Printed Name of Bidder/Proposer's Authorized Agent)
Vice President
(Title of Bidder/Proposer's Authorized Agent)
04/22/21 (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 MBE

(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: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta
State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rkanpke@petersonconstructionco.com
Primes Base Bid $418,000.00
Name of Project: Primary Sludge Piping Replacement

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc
PEP-Certified Firm’s Tax ID#: 31-0955590
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 $16,900.00</td>
<td>100.00</td>
<td>$16,900.00</td>
</tr>
<tr>
<td>Materials $9,295.00</td>
<td>55.00</td>
<td>$9,295.00</td>
</tr>
<tr>
<td>Labor $7,605.00</td>
<td>45.00</td>
<td>$7,605.00</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)

Robert K. Knapke
(Printed Name of Bidder/Proposer’s Authorized Agent)
Vice President 04/22/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: ____________________________________________

Address: ____________________________________________

City: __________________________ State: _____ ZIP: _______________________

Telephone: __________________________ Email: __________________________

Primes Base Bid $ __________________________

Name of Project: ____________________________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: ____________________________________________

PEP-Certified Firm’s Tax ID#: __________________________

Scope of Work to Be Performed by Certified Firm: ____________________________________________

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

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

(Title of Bidder/Proposer’s Authorized Agent) (Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm:

Address:

City: __________________________ State: __________ ZIP: __________

Telephone: __________________________ Email: __________

Primes Base Bid $ __________________________

Name of Project:

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm:

PEP-Certified Firm's Tax ID#: __________________________

Scope of Work to Be Performed by Certified Firm:

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

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

(Signature of Bidder/Proposer's Authorized Agent)

(Date)

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

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

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

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

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

<table>
<thead>
<tr>
<th>5.20% SBE</th>
<th>15.40% 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 prefer to perform these work items with its own forces.

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

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

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

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

Signature of Bidder/Proposer’s Authorized Agent

Robert K. Knapke

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

Peterson Construction Company

Vice President

04/22/2021

(Date)

BACK
City Manager’s Report

Date: May 12, 2021
Expense Type: Service Agreement
Total Amount: $85,000.00 (thru 06/30/2022)

From: 2360 - Planning & CD / Mediation Center
Supplier, Vendor, Company, Individual: Montgomery County Juvenile Court
Address: 380 West Second Street
Dayton, Ohio 45422-4240

Fund Source(s) | Fund Code(s) | Fund Amount(s)
--- | --- | ---
Mediation Center | 16702-2360-22606-33 | 85,000.00

Includes Revenue to the City: Yes
Affirmative Action Program: No

Description:

Service Understanding/Purchase of Service Contract with Montgomery County Juvenile Court for Mediation Services

The Department of Planning and Community Development requests approval to enter into a Service Contract with Montgomery County Juvenile Court for mediation services for the Juvenile Court Mediation Program. The City’s Mediation Center will work with youths referred by the Court’s Intervention Center; youths with official cases who have been referred as first-time offenders with unruly or delinquent misdemeanor and truancy offenses.

The Program will generate revenue not to exceed $85,000.00 for case management, mediation, and evaluation services for court-referred youth. Payment shall be based on the rate of two hundred dollars ($200.00) per mediation referral. The Mediation Center expects to receive approximately four hundred twenty-five (425) referrals during the 2021-2022 Contract.

This is the twenty-third (23rd) year that the Program has been funded by the Montgomery County Court from the Ohio Department of Youth Services.

The Contract will begin July 1, 2021 and will expire June 30, 2022.

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

A Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO MS-16
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Montgomery County Juvenile Court
ATTN: Tiffany Dulin
Address 380 West Second Street
City Dayton State Ohio Zip+4 45422 4240
Customer Number 316000172 Address Location

Revenue Information: Fund 16702 Organization 2360 Revenue 22606 Program 33

Contract Information: Contract Start Date 7-1-21 Contract Expiration Date 6-30-22

Billing Information: Rate: $200.00/referral Arrears XX Pre-bill
Monthly (1st month of billing) August 2021
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice): For mediation services provided under the
Montgomery County Juvenile Court Service Understanding. Cost is $200.00/referral.

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 8-0172 Auditor D. Billy Date 5-3-2021
I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in
the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance E-SIGNED by LaShea Lofton
on 2021-05-05 14:00:16 GMT
MONTGOMERY COUNTY JUVENILE COURT
SERVICE CONTRACT

THIS CONTRACT, made and entered into on this _______ day of ________, 20___, in Dayton, Montgomery County, Ohio by and between the Board of County Commissioners of Montgomery County, located at 451 West Third Street, Dayton, Ohio 45422, hereinafter called the “County”, the Montgomery County Court of Common Pleas, Juvenile Division, located at 380 West Second Street, Dayton, Ohio 45422, hereinafter called the “Court”, and the City of Dayton, located at 101 West Third Street, Dayton, Ohio 45402 hereinafter called the “Provider.”

WITNESSETH:

WHEREAS, the County, the Court and the Provider mutually desire to contract with each other to provide mediation services for youth and families referred by the Court as it pertains to the 2021 – 2022 Ohio Department of Youth Services grant award and as embodied in the scope of services and proposal attached hereto and hereinafter referred to as “Exhibit A”; and,

WHEREAS, the Provider is uniquely qualified, experienced, and willing to perform said work, when there is a Contract specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Contract, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF SERVICE

1.1 The Provider agrees to perform the services embodied in the work scope attached hereto and hereinafter referred to as “Exhibit A”. Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The Provider further agrees that it will notify the Court prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the Court’s Administration.

ARTICLE TWO: SCHEDULE OF PAYMENT

2.1 To compensate the Provider for services rendered, the Court agrees to pay the Provider for authorized expenditures incurred in the execution of this Contract and services described in “Exhibit A”, which can be verified by documentation. Payment shall be based on the rate of $200.00 per mediation referral. In no event will the Provider receive reimbursement in excess of the sum of $85,000.00.

2.2 It is understood and agreed by the parties hereto that the Court will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work without the prior written approval of the Court.

2.3 Contract funds must be expended on youth for whom these services cannot be reimbursed through Medicare and/or Medicaid, which is considered payment in full and cannot be supplemented by Contract funds. If youth are denied service by their third party insurance providers or their co-pays and/or deductible amounts are higher than the maximum allowable rate for service, Court management staff will determine whether to approve or deny payment authorization. If third party insurance providers authorize only partial
payments for such services, Court management staff will determine whether to authorize payment for the remaining uncovered cost up to the maximum allowable rate for service.

2.4 The Provider will secure proper authorization for release of records from the client’s parent or guardian prior to release of records to the Court. If unable to secure proper authorization for release of records, the Court will not be billed for the services provided by the Provider.

2.5 Payment(s) to the Provider will be made after the Court has received and approved the invoice denoting the provision of the service rendered, which must include a breakdown of all expenditures on a Court approved financial expenditure report. Invoices shall be submitted to the Court within 10 days after the first of each month. Invoices(s) shall be submitted to Eric Shafer, Court Administrator, Montgomery County Juvenile Court, 380 West Second Street, Dayton, Ohio 45422-4240.

ARTICLE THREE: TERM

3.1 The term of this Contract shall be from the first day of July 1, 2021 and shall terminate on June 30, 2022.

3.2 All parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date, and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE

4.1 The Provider, its agents, employees, assigns are not officers, agents or employees of the Court or the County; but, to the contrary, are independent contractors. The Provider, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Court or the County.

4.2 The Provider agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The Provider, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker’s compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the Provider as employer.

ARTICLE FIVE: CONFLICT OF INTEREST

5.1 This Contract in no way precludes, prevents, or restricts the Provider from obtaining and/or working under additional contractual arrangement(s) with a party other than the Court, assuming that the additional contractual work in no way impairs the Provider’s ability to perform the services required under this Contract.

5.2 The Provider contracts that at the time of entering into this Contract he has no interest in or shall he acquire any interest, direct or indirect, in any contractual agreement which will conflict in any manner with performance of the services required under this Contract.

ARTICLE SIX: MODIFICATION AND SEVERABILITY

6.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any proposed change in this Contract shall be submitted to the Court for its prior written approval. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to
persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.2 There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Contract.

ARTICLE SEVEN: SAFEGUARDING OF CLIENT
7.1 Provider agrees that disclosure of any information by the Provider, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE EIGHT: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE
8.1 Provider agrees to comply with the Prison Rape Elimination Act (PREA) and follow the Court’s zero-tolerance of sexual abuse and sexual harassment within its facilities/programs/offices for all youth and staff/volunteers/contract.

8.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Court Administrator.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY
9.1 During the performance of this Contract, the Provider will not discriminate against any employee, applicant for employment or any client because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

9.2 The Provider, or person claiming through the Provider, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said Provider. The Provider shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INDEMNIFICATION
10.1 Montgomery County and the City of Dayton are separate political subdivisions of the State of Ohio, and each shall assume responsibility for any loss, cost or damages caused by or arising out of any acts, errors and omissions of its own respective employees and agents in the performance of this Agreement. Each is entitled to common law and statutory immunities and defenses, none of which are waived by this Agreement.

ARTICLE ELEVEN: ASSIGNMENT
11.1 The parties expressly agree that this Contract shall not be assigned by the Provider without the written approval of the Court.

ARTICLE TWELVE: INSURANCE/BONDING
12.1 The Provider agrees to carry the required liability insurance and/or bonding necessary, as referred to in "Exhibit B", for the delivery of the service to be provided.

ARTICLE THIRTEEN: TERMINATION
13.1 This Contract may be terminated by either party upon notice, in writing delivered upon the other party thirty (30) days prior to the effective date of termination. The Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of termination of this Contract.
13.2 The parties further agree that should the Provider become unable for any reason to complete the work called for by virtue of this Contract, that such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider’s inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court.

13.3 Notwithstanding the above, the Provider shall not be relieved of liability to the Court and the County for damages sustained by the Court and the County by virtue of any breach of the Contract by the Provider; and the Court may withhold any compensation to the Provider for the purpose of set-off until such time as the amount of damages due the Court from the Provider is agreed upon or otherwise determined.

**ARTICLE FOURTEEN: MONITORING AND EVALUATION**

14.1 The Court and the Provider will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which services are being provided. The Provider will also participate in program evaluation activities being undertaken by the Court and/or an independent evaluator.

14.2 The Provider shall submit to the Court all prescribed reports detailing the progress of the work performed under this Contract.

14.3 The Provider shall maintain a financial management system, which records all Contract costs and expenditures. The Provider shall comply with all applicable State and Federal fiscal management guidelines.

14.4 The Provider shall maintain and preserve all financial and program records related to this Contract including any documentation used in the administration of the program, for a period of at least three (3) years from the termination date of this Contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

14.5 All financial and program records related to this Contract shall be subject to inspection, review or audit by the County or the Court and their duly authorized representatives.

**ARTICLE FIFTEEN: DISCLOSURE**

15.1 The Provider hereby covenants that he has complied with the County’s Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the Court and the County to disclose any business relationship or financial interest that said Provider has with a County or Court employee, employee’s business, or any business relationship or financial interest that a County or Court employee has with the Provider or the Provider’s business.

15.2 The PROVIDER must review and comply with the Ohio Ethics Law, released by The Ohio Ethics Commission. The law and related statutes can be accessed here: https://ethics.ohio.gov/education/overview.html. The PROVIDER certifies that it (1) has reviewed and understands the Ohio Ethics Law and Related Statutes, and (2) will take no action inconsistent with those laws. The PROVIDER understands that failure to comply with the Ohio Ethics Law is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.
ARTICLE SIXTEEN: GOVERNING LAW

16.1 This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

The remainder of this page intentionally left blank.
ARTICLE SEVENTEEN: SIGNATURES

17.1 The Provider hereby acknowledges that this Contract must be signed and returned to the Montgomery County Court of Common Pleas, Juvenile Division, by the Provider within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by the Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of ____________________, 20__.

WITNESS:                                                                  BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By ____________________________  Carolyn Rice

By ____________________________  Judy Dodge, President

By ____________________________  Deborah A. Lieberman

OR

By ____________________________  Michael B. Colbert
County Administrator

MONTGOMERY COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION

By ____________________________  Eric J. Shafer, Court Administrator

CITY OF DAYTON, OHIO

By ____________________________  Shelley Dickstein, City Manager

APPROVED AS TO FORM
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By ____________________________  Ward Barrentine, Chief Assistant Prosecuting Attorney

Date 4/29/21
APPROVED AS TO FORM
AND CORRECTNESS:

4/28/2021

X  John Musto for
City Attorney
Signed by: Musto, John

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

____________________, 20____

Min./Bk._____ Pg.____________

Clerk of the Commission
EXHIBIT A
SCOPE OF SERVICES

MEDIATION SERVICES

The PROVIDER’s Dayton Mediation Center will provide mediation services to the COURT for the following youths who will be screened by the COURT for eligibility based upon their prior court involvement and the nature of the charge:

- Non-adjudicated youth who have been referred to the COURT’s Intervention Center on an unruly or delinquent misdemeanor offense. These referrals may be unofficial dispositions through or as alternatives to the Intervention Center’s (IC’s) administrative hearings; or

- Adjudicated youth with official cases who have been referred for victim/offender mediation services by Magistrates or Probation Services.

The mediation services for non-adjudicated youth referred by IC will provide an alternative to formal intervention procedures in that youth, along with their families, will be given the opportunity to talk about the charge and possibly the relationship between the complainant and the defendant. This program will afford the youth and their families the opportunity to take responsibility for determining the outcome of their actions, i.e. modeling a dialogue process that keeps decision making in their control, and if they are in agreement, to keep the situation out of the court and preventing another youth from court intervention and the possibility of the establishment of an official record for the youth.

The victim/offender mediation services for adjudicated offenders will offer a process where the offender has an opportunity to be accountable to the victim. It also provides a process where the victim and offender meet together in a controlled environment to air feelings and discuss losses and may develop a mutually agreeable restitution plan.

Community Impact Panel (CIP) may be an option for non-adjudicated and adjudicated youth. CIP can help referred youth understand the impact of their actions on the community by allowing volunteer citizens (who can serve in the role of “victim” where the actual victim does not wish to confront the offender) to express the human effects of misbehavior and personally restore offenders to citizenship in the community.

A letter is mailed to the appropriate parties stating that mediation is scheduled and that their attendance is requested. The case will be referred back to the COURT if the defendant refuses to attend. Upon scheduling of mediation, the COURT makes case information available to the Dayton Mediation Center. The Mediation Specialist attempts to contact the parties to explain the process of mediation, answer questions and confirm their appointment. Mediators are assigned to the cases. Through this process, the defendant is able to take responsibility for his/her actions in an appropriate way as determined by the mediation dialogue.

The case is completed when complainants and defendants have completed their dialogue, or the defendant has completed the CIP, and decided what needs to happen with the charge. Their options include complainants dropping the charge, or complainants and/or defendants having the case sent to the Court for further actions.

The entire mediation intervention process can include case management, pre-mediation sessions and the mediation session(s) itself, and can average between 4-5 hours.
Monitoring and Evaluation Requirements

The PROVIDER, through its Dayton Mediation Center, will:

- Provide training to the Court staff on the Dayton Mediation Center’s programs and practices;
- Provide progress reports on the youth being referred by the COURT to the Dayton Mediation Center;
- Submit the prescribed youth tracking forms;
- Submit the prescribed annual report at the end of the grant year.

The Dayton Mediation Center will also be required to measure the following objectives in the delivery of these services:

- 70% of adjudicated youth will successfully complete the program. (This figure includes the number of adjudicated youth who successfully complete the program divided by the total number of adjudicated youth terminated from the program.)

- 70% of the non-adjudicated youth will have no further involvement with the Court within 60 days of a successful mediation. (This figure includes the number of non-adjudicated youth who have no further involvement within 60 days after a successful mediation divided by the total number of non-adjudicated youth within 60 days after a successful mediation.)
EXHIBIT B
Insurance Requirements
Interlocal Agreements (Public Entities)

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN INTERLOCAL AGREEMENT:

A. The Provider shall comply with all applicable laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement, and keep in full force and effect, Workers' Compensation Insurance for its employees. A copy of the document evidencing said Workers' Compensation coverage shall be furnished to the Court by the Provider upon written request and the receipt of a fully executed Agreement.

B. The Provider shall maintain sufficient insurance, or may self-insure, to cover liability and damages as more specifically set forth below.

C. Before commencing this Agreement, the Provider shall furnish the Court with a Certificate of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the Provider fails to promptly furnish the Court with acceptable Certificates of Insurance, the Court shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the Court, or to declare a default under this Agreement.

D. The Provider shall maintain the following insurance coverages:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, and contractual liability coverage as defined by the insured contraction of the policy.
   
   - General Aggregate $3,000,000
   - Products – Completed Operations Aggregate $3,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000
   
   The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be $1,000,000 each Occurrence/$3,000,000 aggregate.

2. Cyber Liability Coverage
   a. Information/Security & Privacy $1,000,000 claim/aggregate
   b. Regulatory Action (Defense & Penalties) $1,000,000 claim/aggregate
   c. Website-Media Content $1,000,000 claim/aggregate
d. Privacy Breach Response $1,000,000 claim/aggregate

e. Extortion $1,000,000 claim/aggregate

INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO
THE INTERLOCAL AGREEMENT:
If any part of this Agreement is contracted or subcontracted, the Provider shall require its
contractor(s) and subcontractor(s) to maintain the same minimum insurance requirements listed
above and to name the Board of Montgomery County Court of Common Pleas, Juvenile Division
as an additional insured and shall furnish to the Court separate certificates and endorsements for
each contractor or subcontractor.
City Manager’s Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Hull & Associates, LLC
Address 6397 Emerald Parkway, Suite 200
Dublin, Ohio 43016

Date May 12, 2021
Expense Type Other, (See Description Below)
Total Amount $10,027.17

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODSA Brinkman Auto Gas Stn Cleanup</td>
<td>28292-2600-1159-41</td>
<td>$10,027.17</td>
</tr>
</tbody>
</table>

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

Description

Payment of Voucher – Hull and Associates

The Department of Economic Development requests approval of a payment of voucher in connection with an environmental cleanup project at the former Brinkman Auto site on Riverside Drive. Hull & Associates, LLC (Consultant) was providing project management and environmental consulting services under a Professional Services Agreement (PSA) associated with the City’s Ohio Abandoned Gas Station Grant (Grant) for the site.

The City Commission accepted the Grant on January 30, 2019 and subsequently approved the associated PSA on July 31, 2019. The PSA was set to expire on December 31, 2020 and the Grant was to expire on February 17, 2021. Due to unforeseen circumstances, the project has taken longer than expected. As staff was in the process of obtaining an extension on the Grant, the PSA expired due to the uncertainty of funding.

However, the Consultant continued doing field work at the site after their PSA had lapsed. Staff immediately issued a stop work order upon notice of the issue. Since then, the Grant was amended and will now expire December 31, 2021. The additional field work was necessary for the project and will still be eligible for reimbursement from the Grant. Therefore, this Payment of Voucher will allow the City to pay the Consultant for those services, and subsequently receive reimbursement from the Grant.

Since the invoice exceeds the $2,500.00 payment threshold, City Commission approval is required.

A Certificate of Funds is attached.

Division
Department
City Manager
FORM NO. MS-16

Signatures/Approval

Approved by City Commission
Clerk
Date

Updated 8/2016
April 29, 2021

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

LaShea Lofton, Director
Finance Department

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

SUBJECT: Payment of Voucher – Hull & Associates, LLC

The Department of Economic Development requests approval of a payment of voucher in connection with an environmental cleanup project at the former Brinkman Auto site on Riverside Drive. Hull & Associates, LLC (Consultant) was providing project management and environmental consulting services under a Professional Services Agreement (PSA) associated with the City’s Ohio Abandoned Gas Station Grant (Grant) for the site.

The City Commission accepted the Grant on January 30, 2019 and subsequently approved the associated PSA on July 31, 2019. The PSA was set to expire on December 31, 2020 and the Grant was to expire on February 17, 2021. Due to unforeseen circumstances, the project has taken longer than expected. As staff was in the process of obtaining an extension on the Grant, the PSA expired due to the uncertainty of funding.

However, the Consultant continued doing field work at the site after their PSA had lapsed. Staff immediately issued a stop work order upon notice of the issue. Since then, the Grant was amended and will now expire December 31, 2021. The additional field work was necessary for the project and will still be eligible for reimbursement from the Grant. Therefore, this Payment of Voucher will allow the City to pay the Consultant for those services, and subsequently receive reimbursement from the Grant.

Since the invoice exceeds the $2,500.00 payment threshold, City Commission approval is required.

If you have any questions, please contact me at extension 3621 or Keith Klein of our staff by email.

FPW/kek
# Certificate of Funds

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

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>upon execution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>6/12/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$10,027.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$10,027.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Required Documentation**

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

**Original CT/CF**

| Increase Encumbrance | $0 | Decrease Encumbrance | $0 | Remaining Commission Approval | $0 |

**Amount:** $10,027.17

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>28292 - 2600 - 1159 - 41 - - -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

**Additional Fund Code**

<table>
<thead>
<tr>
<th>Amount:</th>
<th>XXXX - XXXX - XXXX - XX - XXXX - XXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>XXXX - XXXX - XXXX - XXXX - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALs**

- Vendor Name: Hull & Associates, Inc.
- Vendor Address: 6397 Emerald Parkway, Suite 200 Dublin Ohio 43016
- Federal ID: 34-1549829
- Commodity Code: 90665
- Purpose: Payment of voucher.

**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:** 5/4/2021

**CF Prepared by:**

**Date:** 5/3/21

**CF/CT Number:** CT21-2977
FIRST AMENDMENT TO GRANT AGREEMENT

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>City of Dayton</th>
<th>Grant Control No.:</th>
<th>SS19-38452A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>101 W. Third Street, Dayton, Ohio 45402</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td>Brinkman's Auto</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Site Address:</td>
<td>3503 Riverside Drive, Dayton, Ohio 45405</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective Date:</td>
<td>December 17, 2018</td>
<td>Work Completion Date:</td>
<td>December 31, 2021</td>
</tr>
<tr>
<td>Drawdown Date:</td>
<td>January 31, 2022</td>
<td>Grant End Date:</td>
<td>February 28, 2022</td>
</tr>
<tr>
<td>Maximum Grant Amount:</td>
<td>$250,000</td>
<td>Project Type:</td>
<td>Assessment/Corrective Action</td>
</tr>
</tbody>
</table>

This First Amendment to the Grant Agreement (the "First Amendment") is made and entered into by and between the Ohio Development Services Agency ("Grantor") and the City of Dayton ("Grantee"), for the purpose of assisting the Grantee with the Assessment/Corrective of the former gas station located at 3503 Riverside Drive, Dayton, Ohio 45405 (the "Project Property"). This First Amendment shall have Control Number SS19-38452A.

Background Information

A. Grantor and Grantee entered into a Grant Agreement dated March 22, 2019 with Control Number SS19-38452 (the "Original Agreement").

B. Grantor and Grantee desire to modify certain provisions of the Agreement as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

1. The Work Completion Date has been extended to December 31, 2021, the Drawdown Date has been extended to January 31, 2022, and the Grant End Date has been extended to February 28, 2022, as listed above.

2. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

GRANTEE:
City of Dayton

Sign: Shelley Dickstein
Print: Shelley Dickstein
Title: City Manager
Date: 3-2-21

GRANTOR:
Ohio Development Services Agency
Lydia L. Mihalik
Director

E-SIGNED by Matthew McClellan on 2021-03-16 13:41:26 EST
Print: Matthew McClellan
Title: Assistant Director
Date: 2021-03-16 13:41:26 UTC
(Effective Date of First Amendment)

SS19-38452A
APPROVED AS TO FORM AND CORRECTNESS
CITY ATTORNEY
City of Dayton  
101 West 3rd Street  
Dayton, OH 45402

Bill through 3/26/2021

AGS - Demo, Phase II, BUSTR or VAP NFA

BUSTR Tier 1/VAP Phase II

Professional Services

<table>
<thead>
<tr>
<th>GIS Specialist</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rory Kaip</td>
<td>02/12/2021</td>
<td>0.50</td>
<td>75.00</td>
<td>37.50</td>
</tr>
<tr>
<td>Collector App setup</td>
<td>01/20/2021</td>
<td>1.50</td>
<td>95.00</td>
<td>142.50</td>
</tr>
<tr>
<td>Hydrogeologist II</td>
<td>01/27/2021</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
</tr>
<tr>
<td>Robert D. Cramer</td>
<td>02/01/2021</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
</tr>
<tr>
<td>Lithology research</td>
<td>02/05/2021</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
</tr>
<tr>
<td>Prep SOW and getting quotes for drilling</td>
<td>02/09/2021</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>Compile drilling quote and finish SOW</td>
<td>02/10/2021</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>Review prior well logs</td>
<td>02/12/2021</td>
<td>2.75</td>
<td>95.00</td>
<td>261.25</td>
</tr>
<tr>
<td>Call with Tracy about drilling</td>
<td>02/15/2021</td>
<td>12.50</td>
<td>95.00</td>
<td>1,187.50</td>
</tr>
<tr>
<td>Scheduling drilling and PUL</td>
<td>02/17/2021</td>
<td>5.50</td>
<td>95.00</td>
<td>522.50</td>
</tr>
</tbody>
</table>

Drilling coordination; lab coordination; and rental equipment coordination

PUL

Travel to/from site

Field prep

Travel to/from site

MW install

Travel to/from site

Cover well location to prevent safety issues; demob from site

Upload field forms and return rental equipment

Project Management Assistant

Darlene S. Kolanski

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12/2021</td>
<td>0.25</td>
<td>50.00</td>
<td>12.50</td>
</tr>
</tbody>
</table>
## BUSTR Tier 1/VAP Phase II

### Professional Services

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/24/2021</td>
<td>0.25</td>
<td>50.00</td>
<td>12.50</td>
</tr>
<tr>
<td>03/11/2021</td>
<td>0.75</td>
<td>50.00</td>
<td>37.50</td>
</tr>
<tr>
<td>01/22/2021</td>
<td>0.25</td>
<td>150.00</td>
<td>37.50</td>
</tr>
<tr>
<td>01/27/2021</td>
<td>0.50</td>
<td>150.00</td>
<td>75.00</td>
</tr>
<tr>
<td>02/12/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>01/27/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/05/2021</td>
<td>0.25</td>
<td>150.00</td>
<td>37.50</td>
</tr>
<tr>
<td>02/09/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/10/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
</tbody>
</table>

**Project Management**

<table>
<thead>
<tr>
<th>Date</th>
<th>Units</th>
<th>Rate</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/19/2021</td>
<td></td>
<td></td>
<td>276.28</td>
</tr>
<tr>
<td>02/17/2021</td>
<td></td>
<td></td>
<td>55.67</td>
</tr>
<tr>
<td>02/19/2021</td>
<td></td>
<td></td>
<td>97.97</td>
</tr>
</tbody>
</table>
HULL

City of Dayton
Project COD031 Former Brinkmans Transmission

BUSTR Tier 1/VAP Phase II

Project Expenses

<table>
<thead>
<tr>
<th>Date</th>
<th>Units</th>
<th>Rate</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12/2021</td>
<td>1.00</td>
<td>60.00</td>
<td>60.00</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>1.00</td>
<td>120.00</td>
<td>120.00</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>1.00</td>
<td>120.00</td>
<td>120.00</td>
</tr>
</tbody>
</table>

Project Expenses subtotal 729.92

Subcontractors

<table>
<thead>
<tr>
<th>Cost Amount</th>
<th>Multiplier</th>
<th>Billed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,075.00</td>
<td>1,075.00</td>
<td></td>
</tr>
<tr>
<td>4,191.00</td>
<td>4,191.00</td>
<td></td>
</tr>
<tr>
<td>292.50</td>
<td>292.50</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractors subtotal 5,558.50

Phase subtotal 10,027.17

Ok. to pay. 4/23/21

Keith Klein

Invoice total 10,027.17

Aging Summary

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Outstanding</th>
<th>Current</th>
<th>Over 30</th>
<th>Over 60</th>
<th>Over 90</th>
<th>Over 120</th>
</tr>
</thead>
<tbody>
<tr>
<td>108314</td>
<td>04/12/2021</td>
<td>10,027.17</td>
<td>10,027.17</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>10,027.17</td>
<td>10,027.17</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Cara Henegar
Senior Project Manager
THANK YOU FOR THE OPPORTUNITY TO SERVE YOU
Please pay invoice within 30 days to avoid interest charges of 1% per month

ACH PAYMENTS ARE STRONGLY ENCOURAGED
Contact Accounts Receivable at areceivable@hullinc.com for information
Hull & Associates, LLC 6397 Emerald Parkway, Suite 200, Dublin, OH 43016
# Invoice Supporting Detail

**COD031 Former Brinkmans Transmission**  
**BUSTR Tier 1/VAP Phase II**  

**Billing Cutoff: 03/26/2021**  

<table>
<thead>
<tr>
<th>Date</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12/2021</td>
<td>0.50</td>
<td>75.00</td>
<td>37.50</td>
</tr>
<tr>
<td>01/20/2021</td>
<td>1.50</td>
<td>95.00</td>
<td>142.50</td>
</tr>
<tr>
<td>01/27/2021</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
</tr>
<tr>
<td>02/01/2021</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
</tr>
<tr>
<td>02/05/2021</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
</tr>
<tr>
<td>02/09/2021</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>02/10/2021</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>1.50</td>
<td>95.00</td>
<td>142.50</td>
</tr>
<tr>
<td>02/12/2021</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>9.50</td>
<td>95.00</td>
<td>902.50</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
</tr>
<tr>
<td>02/12/2021</td>
<td>1.75</td>
<td>95.00</td>
<td>166.25</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>2.50</td>
<td>95.00</td>
<td>237.50</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
</tr>
</tbody>
</table>

**Subtotal**  

<table>
<thead>
<tr>
<th>Units</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.25</td>
<td>2,588.75</td>
</tr>
</tbody>
</table>
## Invoice Supporting Detail

**COD031 Former Brinkmans Transmission**  
**BUSTR Tier 1/VAP Phase II**

**Billing Cutoff: 03/26/2021**

<table>
<thead>
<tr>
<th>Date</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12/2021</td>
<td>0.25</td>
<td>50.00</td>
<td>12.50</td>
</tr>
<tr>
<td>02/24/2021</td>
<td>0.25</td>
<td>50.00</td>
<td>12.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong> 0.50</td>
</tr>
<tr>
<td>03/11/2021</td>
<td>0.75</td>
<td>50.00</td>
<td>37.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong> 0.75</td>
</tr>
<tr>
<td>01/22/2021</td>
<td>0.25</td>
<td>150.00</td>
<td>37.50</td>
</tr>
<tr>
<td>01/27/2021</td>
<td>0.50</td>
<td>150.00</td>
<td>75.00</td>
</tr>
<tr>
<td>02/12/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/15/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/17/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong> 3.75</td>
</tr>
<tr>
<td>01/27/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/05/2021</td>
<td>0.25</td>
<td>150.00</td>
<td>37.50</td>
</tr>
<tr>
<td>02/09/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>02/10/2021</td>
<td>1.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong> 3.25</td>
</tr>
<tr>
<td></td>
<td><strong>Labor total</strong></td>
<td><strong>36.00</strong></td>
<td><strong>3,738.75</strong></td>
</tr>
</tbody>
</table>

**Expense**  
WIP Status: Billable

**Industrial Environmental Monitoring**
- **Equipment Rental (non-HAI)**  
  - Date: 02/19/2021  
  - Amount: 276.28
# Invoice Supporting Detail

COD031 Former Brinkmans Transmission  
BUSTR Tier 1/VAP Phase II  

<table>
<thead>
<tr>
<th>Expense</th>
<th>WIP Status: Billable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial Environmental Monitoring 185320</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; Freight 185320</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Units</strong></td>
</tr>
<tr>
<td>02/19/2021</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>In-house Expense</td>
<td></td>
</tr>
<tr>
<td>Vehicle - 1/2 day</td>
<td></td>
</tr>
<tr>
<td>R CRAMER</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Units</strong></td>
</tr>
<tr>
<td>02/12/2021</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>3.00</strong></td>
</tr>
<tr>
<td>Vehicle - daily</td>
<td></td>
</tr>
<tr>
<td>R. CRAMER 2/15/21</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Units</strong></td>
</tr>
<tr>
<td>02/15/2021</td>
<td>1.00</td>
</tr>
<tr>
<td>Vehicle - daily</td>
<td></td>
</tr>
<tr>
<td>R. CRAMER 2/17/21</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Units</strong></td>
</tr>
<tr>
<td>02/17/2021</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>3.00</strong></td>
</tr>
<tr>
<td>Robert D. Cramer</td>
<td></td>
</tr>
<tr>
<td>Expense Report</td>
<td></td>
</tr>
<tr>
<td>Gasoline for Rental Vehicles (Project Related)</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td>WIP Status: Billable</td>
</tr>
<tr>
<td>AST Environmental, Inc. Subcontractor or Consultant 4560</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td></td>
</tr>
<tr>
<td>02/05/2021</td>
<td>1,075.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>EnviroCore, Inc. Subcontractor or Consultant 24278</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Amount</strong></td>
</tr>
<tr>
<td>03/01/2021</td>
<td>4,191.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>4,191.00</strong></td>
</tr>
<tr>
<td>The Underground Detective of Greater Cincinnati, LLC Subcontractor or Consultant 00072596</td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Amount</strong></td>
</tr>
<tr>
<td>02/17/2021</td>
<td>292.50</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>292.50</strong></td>
</tr>
<tr>
<td><strong>Consultant total</strong></td>
<td><strong>5,558.50</strong></td>
</tr>
</tbody>
</table>
### Invoice Supporting Detail

#### Invoice Summary

<table>
<thead>
<tr>
<th></th>
<th>Contract</th>
<th>Billed</th>
<th>%</th>
<th>Remaining</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>151,325.00</td>
<td>35,502.50</td>
<td>23</td>
<td>115,822.50</td>
<td>77</td>
</tr>
<tr>
<td>Expense</td>
<td>2,006.00</td>
<td>2,389.09</td>
<td>119</td>
<td>-384.09</td>
<td>-19</td>
</tr>
<tr>
<td>Consultant</td>
<td>103,670.00</td>
<td>58,982.00</td>
<td>57</td>
<td>44,688.00</td>
<td>43</td>
</tr>
<tr>
<td>Total</td>
<td>257,000.00</td>
<td>96,873.59</td>
<td>38</td>
<td>160,126.41</td>
<td>62</td>
</tr>
</tbody>
</table>

---

---
<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UOM</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SHIP UPS GROUND PREPAY AND ADD TO INVOICE</td>
<td></td>
<td>$47.24</td>
<td>$47.24</td>
</tr>
<tr>
<td></td>
<td>Unit: UPSGND</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SHIP UPS BROWN GROUND RETURN LABELS SENT</td>
<td></td>
<td>$43.90</td>
<td>$43.90</td>
</tr>
<tr>
<td></td>
<td>Unit: UPSGNDRETURN</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sales Charges: $91.14
Sales Tax: $26.11

Thank You For Your Business
Amount Due: $374.25

Invoices that are past due will be charged a late fee equal to 1.5% per month which corresponds to an annual rate of 18%. Sales or use tax may be due in connection with this purchase.
SPEEDWAY 008626-Lebanon, OH
596 Columbus Avenue 45036-1604
(513)932-4290 2/17/2021 4:52:23 PM
Trans# 6539346 Reg: 100

Pay At Pump Sale
Pump # 3 Regular Unleaded
20.625 Gallons @ $2.699/Gal 55.67

Sub. Total: $55.67
Tax: $0.00
Total: $55.67

American Express: $55.67
Change $0.00

American Express
Card Num : XXXXXXXXXXXX1008
TERM: 0050008626001
TRANS TYPE: CAPTURE
APPR#: B71010
ENTRY METHOD: Chip Card

USD$ 55.67

AMERICAN EXPRESS
AID: A000000025010801
02/17/2021 16:47:05

Cardholder agrees to pay to issuer total charges per the agreement between cardholder & issuer.

www.speedway.com
# Invoice

**A.S.T. Environmental, Inc**  
665 McKinney Ave  
Midway, KY 40347

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/5/2021</td>
<td>4560</td>
</tr>
</tbody>
</table>

**Bill To**  
Hull & Associates, Inc.  
Attn: Cara Henegar  
6397 Emerald Pkwy, Ste 200  
Dublin, OH 43016

**Ship To**  
NonHazardous Drum Removal  
Dayton, OH

PO # COD031.P2.CLH05

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Terms</th>
<th>Rep</th>
<th>Due Date</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>COD.031.P2.CLH05</td>
<td>Net 90</td>
<td>ZZ</td>
<td>2/5/2021</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Price Each</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Complete Waste Profile</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Truck &amp; Trailer</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Transportation</td>
<td>360.00</td>
<td>360.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>NonHaz Water Drum Disposal</td>
<td>65.00</td>
<td>65.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>NonHaz Soil Drum Disposal</td>
<td>75.00</td>
<td>450.00</td>
</tr>
</tbody>
</table>

Thank you, please remit to above address.

**Total**  
$1,075.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>No.</th>
<th>Type</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soil Cuttings</td>
<td>6</td>
<td>BM</td>
<td>300 gal.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Forge Water</td>
<td>1</td>
<td>DM</td>
<td>50 gal.</td>
<td></td>
</tr>
</tbody>
</table>

### 14. GENERATOR/DISPENSER'S CERTIFICATION
I hereby declare that the contents of the container(s) are fully and accurately described above by the shipping name and are classified, packaged, marked and labeled/packaged, and are in all respects in proper condition for transport according to applicable hazardous waste government regulations.

**Signature:**

**Date:**

---

**TRANSPORTER NOTES:**

---

**DESIGNATED FACILITY:**

---

**FACILITY NAME:**

---

**SIGNATURE:**

---

**DATE:**

---
### INVOICE

**BILL TO**  
Envirocore, Inc.  
8250 Estates Parkway  
Plain City, OH 43064 US  
Phone (614) 733-0377

**SITE ADDRESS**  
Dayton, OH

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>CODE001.VP2.CLH03</th>
</tr>
</thead>
</table>
| DESCRIPTION | Project Manager - c/o Cara Henegar  
Project Geologist - % Robert Cramer  
PO No.: CODE001.VP2.CLH03  
Former Gas Station (razed)  
3503 Riverside Dr.  
Dayton, OH  
Provided (3) drums  
February 16, 2021: snow day; drilling postponed  
February 17, 2021: Returned to demobilize drilling equipment and supplies.  
Crew: AA, JC, and JGriffith  
***************  
Mobilization/demobilization fee: Geoprobe unit & crew (bedrock well)  
Monitor Well Installation: Drilling rig and crew (daily rate)  
Air Compressor Rental: (day)  
2" Wellhead: flushmount cover, locking plug (per well)  
2.0" PVC Riser & Holeplug seal (per foot)  
2.0" PVC Screen & sand annulus (per foot)  
4.0" PVC Riser and cement seal (per foot)  
Cement: Q5000 PSI-Profinish (80# sacks)  
55-Gallon Steel Soil/Water Drum - DOT-rated, black (cost per drum)  
811 Utility phone call & tracking: (project)  
Pressure Washer & Water (each day)  
ODNR Well Recording: (each well) |
<table>
<thead>
<tr>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>900.00</td>
<td>900.00</td>
</tr>
<tr>
<td>1</td>
<td>2,300.00</td>
<td>2,300.00</td>
</tr>
<tr>
<td>0</td>
<td>600.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>125.00</td>
<td>125.00</td>
</tr>
<tr>
<td>0</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0</td>
<td>10.00</td>
<td>0.00</td>
</tr>
<tr>
<td>42</td>
<td>13.00</td>
<td>546.00</td>
</tr>
<tr>
<td>3</td>
<td>10.00</td>
<td>30.00</td>
</tr>
<tr>
<td>3</td>
<td>55.00</td>
<td>165.00</td>
</tr>
<tr>
<td>1</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>0</td>
<td>20.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**INVOICE #** 24278  
**DATE** 02/17/2021  
**TERMS** 2% 10 Net 30

Office: (614) 733-0377  
Fax: (614) 873-0563  
After-hours phone: (614) 263-8554  
www.Envirocore.com
Thank you for your request.

BALANCE DUE

$4,191.00
The Underground Detective
9192 Colerain Ave
Cincinnati, OH 45251 US
888-747-3799
contact@ugdet.com
www.undergrounddetective.com

INVOICE

BILL TO
Hull and Associates Inc - Dublin
A/P 6397 Emerald Parkway Suite
200
Dublin, OH 43016 US

INVOICE # 00072596
DATE 02/17/2021
DUE DATE 03/19/2021

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>UL-CIN</td>
<td>Utility Location Service</td>
<td>225.00</td>
</tr>
<tr>
<td>Travel - CIN</td>
<td>Mobilization Cincinnati</td>
<td>67.50</td>
</tr>
</tbody>
</table>

BALANCE DUE $292.50

Thank you for letting us be a part of your project. We look forward to assisting you on any other projects you may have in the future.
City Manager’s Report

From 1200 - Clerk of Commission

Supplier, Vendor, Company, Individual

Name Sister City Foundation

Address 3640 Colonel Glenn Highway
Dayton OH 45435

Date May 12, 2021

Expense Type Other, (See Description Below)

Total Amount $15,000.00

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-1200-1231-52 $15,000.00

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

Description

2021 Contribution

This payment represents the City of Dayton’s financial support of the Dayton Sister City Committee. The payment is being made to the Sister City Foundation, the 501(c)(3) administrative organization for the Committee.

The City of Dayton’s contribution to the Sister City Foundation ($15,000.00) will be used for support of exchange programs and other activities with Dayton Sister Cities of Sarajevo, Bosnia-Herzegovina; Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; Holon, Israel and the Borough of Rushmoor, United Kingdom.

A Certificate of Funds in the amount of $15,000.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

 FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
</table>

- **Contract Start Date**: Upon Execution
- **Expiration Date**: 12/31/21
- **Original Commission Approval**: $15,000.00
- **Initial Encumbrance**: $15,000.00
- **Remaining Commission Approval**: $-
- **Original CT/CF**: $-
- **Increase Encumbrance**: $-
- **Decrease Encumbrance**: $-
- **Remaining Commission Approval**: $-

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

### Amounts

<table>
<thead>
<tr>
<th>Amount</th>
<th>Fund Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>10000 - 1200 - 1231 - 52 - XXXX - XXXX</td>
<td>Fund</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Org</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Acct</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Prog</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Act</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Loc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th>Fund Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>-</td>
<td>Fund</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Org</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Acct</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Prog</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Act</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Loc</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALs**

- **Vendor Name**: Sister City Foundation (Dayton Sister City Committee)
- **Vendor Address**: 3640 Colonel Glenn Hwy  Dayton OH 45435
- **Federal ID**: 31-6063440
- **Commodity Code**: 94635
- **Purpose**: 2021 Annual Contribution

**Contact Person**: Regina D. Blackshear

**City Commission Office**: 4/26/2021

**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]

**CF Prepared by**: [Signature]

CF/CT Number: CF21-0128

Date: 3/1/2021

Date: 4/30/21

BACK
AN ORDINANCE

Enacting Sections 34.09 through 34.15 of the Revised Code of General Ordinances to Establish a Process to Approve and Regulate New Law Enforcement Surveillance Technology, and Declaring an Emergency.

WHEREAS, The City of Dayton is obligated to protect the public and promote the peace and welfare of its citizens; and

WHEREAS, The City of Dayton is committed to openness as a foundation for a better-informed citizenry, which leads to better government and better public policy; and

WHEREAS, The Commission recognizes that Surveillance Technology can be a valuable tool for law enforcement to more effectively and efficiently investigate and prevent crimes, and protect crime victims and society from those who commit crimes; and

WHEREAS, The Commission has determined it is in the best interest of the City of Dayton to require a public hearing before any new Surveillance Technology is acquired or used by the Dayton Police Department; and

WHEREAS, The Commission finds it is essential to have an informed public discussion about decisions related to Surveillance Technology and its potential impact on privacy, civil rights and civil liberties, including those rights guaranteed by the United States and Ohio Constitutions; and

WHEREAS, The Commission finds that safeguards, including transparency, oversight, and accountability measures, must be in place to protect civil rights and civil liberties before new Surveillance Technology is deployed by the City; and

WHEREAS, The Commission finds that an annual surveillance technology report should be provided by City staff to the Commission for the purpose of providing information on the use of such technologies to the public;

WHEREAS, To provide 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 Sections 34.09 through 34.15 of the Revised Code of General Ordinances be enacted to read as follows:
§ 34.09 Purpose.

Sections 34.09 through 34.15 shall be known as the Law Enforcement Surveillance Oversight Ordinance and referred to herein as the “Oversight Ordinance.”

The purpose and intent of the Oversight Ordinance is to formally adopt a process for citizen notification and review of new law enforcement Surveillance Technology before such technology is acquired or used, and to ensure that approved technology is used in accordance with policies that protect citizens’ privacy, civil rights, and civil liberties. This process is not intended to discourage the adoption of Surveillance Technology that will make Dayton’s citizens more secure. Rather, this ordinance is intended to: 1) Establish safeguards, including transparency, oversight, approval, and accountability measures to protect civil rights and civil liberties before new Surveillance Technology is acquired or deployed by the Dayton Police Department; 2) Ensure that a public hearing is held before any such new technology is acquired or used by the Dayton Police Department; 3) Establish data reporting measures regarding the use and implementation of Surveillance Technology by the Dayton Police Department; 4) Improve public confidence in law enforcement and new technology and equipment that is approved for use; and 5) provide mechanisms for continued oversight and annual evaluation.

§ 34.10 Definitions.

For the purposes of Sections 34.09 through 34.14, the following words, terms and phrases shall have these definitions:

1) “Annual Surveillance Report” means an annual written report concerning specific Surveillance Technology that is used by the Dayton Police Department.

(a) The Annual Surveillance Report will include all of the following:

(1) A general description of how the Surveillance Technology was used, including general locations and neighborhoods where technology or equipment was deployed;

(2) A general description of whether and how often data acquired through the use of the Surveillance Technology was shared with outside entities, the type(s) of data and general justification for the disclosure(s);

(3) A summary of community complaints about the Surveillance Technology item;

(4) The results of any internal audits required by the Surveillance Use Policy and information about violations of the Use Policy;

(5) Information including crime statistics, where applicable, that help the Commission assess whether the Surveillance Technology has been effective at achieving its identified purposes;
(6) An analysis of any discriminatory or other adverse impacts the use of the surveillance technology may have had on the public’s civil rights and civil liberties, including but not limited to those guaranteed by the First, Fourth, and Fourteenth Amendments to the United States Constitution and the Ohio Constitution; and

(7) Total costs, to the extent possible, including personnel, maintenance, and other ongoing costs, for the Surveillance Technology and anticipated funding for the technology as needed; and

(8) Any requested modifications to the Surveillance Technology Use Policy applicable to the item; and

(9) Aggregate information concerning technology or tools exempted pursuant to R.C.G.O. Section 34.10(5)(a)(15).

2) “Exigent Circumstances” The Chief of the Dayton Police Department or his or her designee’s good faith belief that there exists an emergency involving imminent danger of death, serious physical injury to any person, or imminent danger of significant property damage, that requires the use of the Surveillance Technology or the information it provides.

3) “Personal Communication Device” means a cellular telephone that has not been modified beyond stock manufacturer capabilities, a personal digital assistant, a wireless capable tablet or similar wireless two-way communications and/or portable Internet accessing devices, whether procured or subsidized by a City entity or personally owned, that is used in the regular course of conducting City business.

4) “Surveillance Impact Report” means a written report including at a minimum the following:

   (a) Information describing the Surveillance Technology and how it works;

   (b) Information on the proposed purpose(s) and use(s) for the Surveillance Technology; along with any existing independent evaluations demonstrating that the Surveillance Technology can help achieve that purpose;

   (c) If applicable, the location(s) where it may be deployed and crime statistics for such location(s);

   (d) The known fiscal costs for the Surveillance Technology, including initial purchase, personnel and other known ongoing costs, and any current or potential sources of funding;

   (e) A description of any possible adverse impacts the use of the Surveillance Technology may have on civil rights and liberties, and 1) The safeguards that will be implemented to prevent these impacts; and 2) The potential uses of the Surveillance Technology that will be expressly prohibited.
(f) A description of community engagement activities that have been undertaken in preparation of the report and proposed use policy, including but not limited to the Neighborhood Presidents Forum and similar groups representing communities of color, immigrants and others who may be impacted by Surveillance Technology. Descriptions may include comments, input, or any formal action taken by the organizations; and

(g) Whether use or maintenance of the Surveillance Technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis.

5) “Surveillance Technology” means any device or system designed or used or intended to be used to collect, retain, process or share audio, electronic, visual, location, thermal, olfactory or similar information associated with, or capable of being associated with, any specific individual or group of specific individuals by the Dayton Police Department. Examples of surveillance technologies include but are not limited to: cell site simulators (Stingrays); automatic license plate readers; gunshot detectors; facial recognition software; gait analysis software; surveillance enabled or capable light bulbs or light fixtures; social media monitoring software; video cameras that record audio or video and can transmit or be remotely accessed; software designed to integrate or analyze data from surveillance technology, including surveillance target tracking and predictive policing software based on surveillance. The enumeration of Surveillance Technology examples in this subsection shall not be interpreted as an endorsement or approval of their use by the Dayton Police Department.

(a) “Surveillance Technology” does not include the following devices, hardware or software:

(1) Office hardware, such as televisions, computers, credit card machines, copy machines, telephones and printers, that are in widespread use by City departments and used for routine City business and transactions;

(2) City databases and enterprise systems that contain information kept in the ordinary course of City business and do not contain any data or other information collected, capture, recorded, retained, processed, intercepted, or analyzed by surveillance technology, including, but not limited to, human resource, permit, license, business records, payroll, accounting, or other fiscal databases;

(3) Information technology security systems, including firewalls and other cybersecurity systems;

(4) Physical access control systems, employee identification management systems, and other physical control systems;

(5) Infrastructure and mechanical control systems, including those that control or manage street lights, traffic lights, electrical, natural gas, or water or sewer functions;
(6) Manually-operated technological devices used primarily for internal City and department communications and are not designed to surreptitiously collect surveillance data, such as radios, Personal Communication Devices and email systems;

(7) Manually-operated, non-wearable, handheld cameras, audio recorders and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings;

(8) Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision equipment;

(9) Computers, software, hardware or devices used in monitoring the work and work-related activities involving City buildings, employees, contractors and volunteers or used in conducting internal investigations involving City employees, contractors and volunteers;

(10) Medical equipment and systems used to record, diagnose, treat, or prevent disease or injury and are used and/or kept in the ordinary course of providing City services;

(11) Parking Ticket Devices;

(12) Photo Enforcement Cameras, provided the cameras and the data collected therefrom are used and maintained solely to enforce traffic laws;

(13) Police department interview room, holding cell and police department internal security audio/video recording systems;

(14) Police department computer aided dispatch (CAD), records/case management, Live Scan, booking, Bureau of Motor Vehicles, Ohio Law Enforcement Administrative Database, 9-1-1 and related dispatch and operation or emergency services systems.

(15) Technology or tools used to investigate specific criminal incidents where such technology or tools are not readily known to the public and for which the effectiveness of the technology or tool would be compromised by disclosure.

(16) Any technology that collects information exclusively on or regarding City employees or contractors.

(17) Technology or tools used by Dayton Police Officers solely while they are working as part of an established federal task force.

6) "Surveillance Use Policy" means a policy adopted by the City Manager for use of the Surveillance Technology. Such policy shall be posted and available to the public on the
City’s website for as long as the policy is in effect. The policy must, at a minimum, specify the following:

(a) Purpose: The specific purpose(s) that the Surveillance Technology item is intended to advance,

(b) Authorized Use: The uses that are authorized, and the rules and processes required prior to and associated with such use.

(c) Data Collection: The information that can be collected by the Surveillance Technology, including “open source” data.

(d) Data Access: The category of individual who can access or use the collected information, and the rules and processes required prior to access or use of the information.

(e) Data Protection: The general safeguards that protect information from unauthorized access, including encryption and access control mechanisms. Nothing in this subsection shall be construed to require the disclosure of information that could reveal vulnerabilities to, or otherwise increase the potential for an attack on an information technology system of the City.

(f) Data Retention: The time period, if any, for which information collected by the Surveillance Technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s), the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period.

(g) Whenever fixed Surveillance Technology is moved or deployed the Dayton Police Department shall provide notice of the location of the Surveillance Technology in accordance with its Policy. The Dayton Police Department will attempt to provide notice as soon as practicable, but at a minimum will require posting the notice on the City of Dayton’s Website and providing email notice to those that request such notice from the Division of Public Affairs within 72 hours of deploying the Surveillance Technology. The Dayton Police Department will also provide notice through social media. Such notice will not be provided if the Surveillance Technology is being used to investigate specific criminal incidents or the disclosure would otherwise impair a police investigation.

(h) Public Access: How collected information can be accessed or used by members of the public, including criminal defendants.

(i) Third Party Data Sharing: If and how other City or non-City entities can access, use, or retain the information, including any required justification or legal standard necessary to do so and any obligations imposed on the recipient of the information.

(j) Training: The training required for any individual authorized to use the Surveillance Technology or to access information collected by the Surveillance Technology.
(k) Auditing and Oversight: The mechanisms to ensure that the Surveillance Use Policy is followed, including internal personnel assigned to ensure compliance with the Policy, internal record keeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the legally enforceable sanctions for violations of the Policy. The Policy will provide for an audit of all technology used by the Dayton Police Department, which shall include technology or tools exempt from this Ordinance and will restrict the use of information obtained from such exempt technology or tools.

§ 34.11 Commission Review and Decisions

(a) The Commission shall consider a request by Dayton Police Department made pursuant to this ordinance following a public hearing with proper notice and the opportunity for residents to submit written and verbal comments conducted at a regular Commission meeting, prior to any of the following:

(1) Acquiring new Surveillance Technology, including but not limited to procuring such technology without the exchange of monies or consideration;

(2) Using new Surveillance Technology or using existing Surveillance Technology for a purpose, scope, scale, or in a manner contrary to the use policy for that technology or the Surveillance Impact Report; and

(3) Entering into an agreement with a non-City person or entity to share or otherwise use Surveillance Technology or the information or data it provides, including data sharing agreements.

(b) The Dayton Police Department seeking approval under subsection 34.11(a)(1)-(3) shall submit to the Commission a Surveillance Impact Report and a proposed Surveillance Use Policy at least thirty (30) days prior to the public hearing required under subsection (a). Within twenty-four (24) hours of submission, notice of the public hearing, the Surveillance Impact Report and proposed Surveillance Use Policy shall be posted on the City’s website with a notice that any written public comment must be filed with the Clerk of the Commission no later than seven (7) days prior to the scheduled public hearing. The Clerk of the Commission shall post the timely received public comments on the website. In addition, notice of the public hearing, the Surveillance Impact Report, and the proposed use policy shall be promptly emailed to all individuals that have filled out a request for notice of the Reports with the Division of Public Affairs and shall be posted to the City’s social media channels.

(c) Prior to approving or rejecting any action described in subsection (a), the Commission may request that revisions be made by the City Manager or Dayton Police Department as appropriate.

(d) Upon consideration of the Surveillance Impact Report and any public comment, and consideration and reliance upon the proposed Use Policy, the Commission may approve any action described in subsection 34.11(a)(1)-(3) by a majority vote.
(e) Notwithstanding any other provision in this Oversight Ordinance, nothing herein shall be construed to prevent, restrict or interfere with any person providing evidence derived from Surveillance Technology to a law enforcement agency for the purposes of conducting a criminal investigation, nor require the City to violate Ohio Public Record Law.

§ 34.12 Compliance for Existing Surveillance Technology

Within one hundred and eighty (180) calendar days of the passage of this Oversight Ordinance, the City Manager shall adopt a Use Policy or policies covering existing Surveillance Technology. Use Policies for existing technology shall be made publicly available on the City’s website. Such policy or policies will be submitted to and reviewed by the Commission. The Commission may recommend modifications of the use policy or policies to the City Manager. Any changes to the Policy will be posted on the City of Dayton Police Department’s website, emailed to individuals that have requested email notification through the Division of Public Affairs, and provided to the City of Dayton Commission. Policy changes that create a new purpose, scope, scale or manner contrary to the previous use policy for that technology or the Surveillance Impact Report are subject to Commission review under §34.11(a)(2) of this ordinance.

Existing Surveillance Technology shall be subject to the annual reporting requirements under § 34.10(1)(a) and § 34.14.

§ 34.13 Use of Unapproved Technology During Exigent Circumstances

The Chief of Police or his/her designee may authorize the Dayton Police Department’s temporary acquisition or temporary use of Surveillance Technology in exigent circumstances without following the provisions of this Oversight Ordinance before that acquisition or use. If the Dayton Police Department acquires or uses surveillance technology pursuant to this Section, the Dayton Police Department shall:

(a) Use the Surveillance Technology to solely respond to the exigent circumstance;

(b) Cease using the surveillance technology within thirty (30) days or when the exigent circumstance ends, whichever is sooner. All use must end when the exigent circumstances end;

(c) Only keep and maintain data related to the exigent circumstance and dispose of any data that is not relevant to an ongoing investigation;

(d) Within thirty (30) days after the end of the exigent circumstances submit a report to the City Manager to be shared with the Commissioners. The report must explain the exigent circumstances, why the technology or equipment was needed to address the exigent circumstances, how the exigent circumstances prevented the Department from following the approval process in this ordinance, and describe how the technology or equipment was used. This report shall be promptly posted on the City’s website and shall be
promptly emailed to all individuals that have filled out a request for notice of the Reports within the Division of Public Affairs.

§ 34.14 Oversight Following Commission Approval

By the end of each fiscal year, the Dayton Police Department must present a written Annual Surveillance Report to the Commission. If the Dayton Police Department is unable to meet the deadline, the Chief of Police shall notify the Commission in writing and request an extension, including the reasons for that request. The Commission may grant reasonable extensions to comply with this Section.

Within five (5) business days of the submission of the annual report, the report shall be promptly emailed to all individuals that have completed a request for notice of the Reports with the Division of Public Affairs and the report shall be made publicly available on the City's website. At least thirty days after the posting of the report, the Commission shall have on its agenda a presentation of the report. At such meeting citizens will be given an opportunity to comment on the report. Citizens may also submit written comments pursuant to Commission meeting rules. After citizen comments the Commission need not take any action but may vote to cease the use of any particular Surveillance Technology or may propose modifications to the use policy for any of the Surveillance Technologies in the report.

§ 34.15 Prohibitions and Penalties

The City shall not enter into any contract or agreement that conflicts with the provisions of this Chapter.

Any City employee who knowingly violates this Chapter shall be subject to appropriate discipline pursuant to the procedures set forth in the City Employee Personnel Manual and a report shall be made to the Commission.

Section 2. This Ordinance is not intended and shall not be interpreted to create a private right of action for damages or equitable relief on behalf of any person or entity against the City or any of its officers or employees.

Section 3. The provisions of this Sections 34.09 through 34.15 are declared to be separate and severable. The invalidity of any clause, phrase, sentence, paragraph, subdivision, section or portion of these Sections, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of these Sections, or the validity of its application to other persons or circumstances.
Section 4. That for the reasons set forth in the preamble hereof, the Dayton City Commission declares this Ordinance to be an emergency measure, which shall take effect immediately upon its passage.

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
A RESOLUTION

Declaring the Intention of the Commission to Vacate Shelby Avenue from Kling Drive to 100 Feet East of Kling Drive.

WHEREAS, The vacation of Shelby Avenue from Kling Drive to 100 feet east of Kling Drive as described herein will enable the abutting property owners to safeguard this property; and

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate Shelby Avenue from Kling Drive to 100 feet east of Kling Drive more particularly bounded and described in as follows:

Being all of the 50 foot Shelby Avenue from the 50 foot Kling Drive to 100 feet east of Kling Drive

The vacation shall be subject to the following conditions:

A. DP&L shall retain a ten foot diagonal easement over, under, and through Shelby Avenue for its existing aerial electric facilities. With written consent from DP&L, these facilities may be relocated or abandoned at the expense of the applicant.

B. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, and eight inch sanitary sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission ........................., 2021

Signed by the Mayor ................................., 2021

______________________________
Mayor, City of Dayton, Ohio

Attest:

______________________________
Clerk of the Commission

Approved as to form:

______________________________
City Attorney
April 29, 2021

TO: Shelley Dickstein
    City Manager

FROM: Joseph Weinel, Chief Engineer
      Division of Civil Engineering

SUBJECT: The Vacation of Shelby Avenue from Kling Drive to 100 Feet East of Kling Drive.

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21538 requesting the vacation was received from Nicholas Ungard on March 29, 2021. The vacation will enable the abutting property owners to safeguard this property.

If you have any additional questions, please contact me at 4218.

JRW

Attachments

cc: Mr. Parlette
    Ms. Lofton
    Mr. Stovall
    Department of Planning
    Department of Law
    Clerk of Commission
    Secretary / Board of Revision of Assessments
CHECK OF PETITION

Shelby Avenue from Kling Drive to 100’ East of Kling Drive.

Checked 4/19/2021 by Joseph Weinel

<table>
<thead>
<tr>
<th></th>
<th>Total Frontage</th>
<th>Frontage signed</th>
<th>Frontage not signed</th>
<th>Percentage signed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>200.00</td>
<td>200.00</td>
<td>0.00</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>Lot No.</th>
<th>Frontage</th>
<th>B.P.I.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicholas Ungard</td>
<td>60890</td>
<td>100.0</td>
<td>138-7-5</td>
</tr>
<tr>
<td>Inga Ginn</td>
<td>62889</td>
<td>245.00</td>
<td>138-7-22</td>
</tr>
</tbody>
</table>
January 4, 2021

Nicholas Ungard
405 Shelby Avenue
Dayton, OH 45419

Re: PLN2020-00523 – Public Way Vaction: Shelby Avenue (405 & 410)

Meeting Date: December 8, 2020 Decision: Established Conditions

The City Plan Board found the proposed vacation (attached) met the criteria cited in R.C.G.O. Section 150.445(B) and therefore established the following conditions:

1. Establish an easement for underground water utilities running through Shelby Avenue.
   a. An existing 8-inch sanitary sewer.
   b. An existing 6-inch water main.
2. Establish a 10-ft easement centered on the DP&L aerial facilities running diagonally through Shelby Avenue.

The next step toward the completion of the vacation is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or Joe.Weinel@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

[Signature]
Tony Kroeger, Secretary
City Plan Board

c: Decision Memorandum Distribution List
VACATION: SHELBY AVENUE
KLING AVE TO 100-FT EAST
A RESOLUTION

Declaring the Intention of the Commission to Vacate South Orchard Avenue from Home Avenue to US Route 35 Right of Way.

WHEREAS, The vacation of South Orchard Avenue from Home Avenue to US Route 35 Right of Way as described herein will enable the abutting property owners to develop this property; and

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate South Orchard Avenue from Home Avenue to US Route 35 Right of Way more particularly bounded and described in as follows:

Being all of the 50 foot South Orchard Avenue from the 100 foot Home Avenue to the US Route 35 Right of Way

The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. The street opening at Home Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

C. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, and thirty inch sanitary sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant

Adopted by the Commission ................................., 2021

Signed by the Mayor ............................................., 2021

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
CHECK OF PETITION

South Orchard Avenue from Home Avenue to US Route 35 Right of Way

Checked 4/19/2021 by Joseph Weinel

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Frontage</td>
<td>200.00</td>
<td>lin. ft.</td>
</tr>
<tr>
<td>Frontage signed</td>
<td>200.00</td>
<td>lin. ft.</td>
</tr>
<tr>
<td>Frontage not signed</td>
<td>0.00</td>
<td>lin. ft.</td>
</tr>
<tr>
<td>Percentage signed</td>
<td>100.0%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>Lot No.</th>
<th>Frontage</th>
<th>B.P.I.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lucas Randall</td>
<td>16837</td>
<td>200.0</td>
<td>90-11-15</td>
</tr>
<tr>
<td>5 Star Investments LLC</td>
<td>16838</td>
<td>200.0</td>
<td>90-12-1</td>
</tr>
</tbody>
</table>
April 29, 2021

TO: Shelley Dickstein  
    City Manager

FROM: Joseph Weinel, Chief Engineer  
      Division of Civil Engineering

SUBJECT: The Vacation of South Orchard Avenue from Home Avenue to US Route 35 Right of Way.

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21539 requesting the vacation was received from Randall E. Lucas on April 1, 2021. The vacation will enable the abutting property owners to develop this property.

If you have any additional questions, please contact me at 4218.

JRW

Attachments

cc: Mr. Parlette  
    Ms. Lofton  
    Mr. Stovall  
    Department of Planning  
    Department of Law  
    Clerk of Commission  
    Secretary / Board of Revision of Assessments
March 15, 2021

Randall Lucas
3616 Mandalay Drive
Dayton, OH 45426

Re: PLN2021-00055 – Public Way Vaction: S Orchard Ave

Meeting Date: March 9, 2021
Decision: Established Conditions

The City Plan Board found the proposed vacation (attached) met the criteria cited in R.C.G.O. Section 150.445(B) and therefore established the following conditions:

1. Establish an easement with boundaries of 40-feet wide for the 113’x72” storm sewer and 10-feet east of the 6” water main and 10-feet west of the 30” sanitary main, with the utility centered in the easement.

2. That the area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

3. That the alley mouth at Home Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

The next step toward the completion of the vacation is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or Joe.Weinel@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

Tony Kroeger, Secretary
City Plan Board

c: Decision Memorandum Distribution List