CITY COMMISSION MEETING AGENDA

CITY COMMISSION	DAYTON, OHIO	JUNE 29, 2022

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission  
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: Finance Committee Briefing  
   4:30 P.M. - PRC  
   https://www.daytonohio.gov/govtv
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

<table>
<thead>
<tr>
<th>AVIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1. Waibel Energy Systems, Inc. (two Diakon heat pump split systems)</td>
</tr>
</tbody>
</table>
1. (Cont’d):

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CIVIL SERVICE BOARD</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B1. Premier Health Partners</strong></td>
<td>(professional services to perform medical examinations as needed through 12/31/22)</td>
<td>$20,700.00</td>
</tr>
<tr>
<td><strong>INFORMATION TECHNOLOGY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C1. Team Dynamix Solutions, Inc.</strong></td>
<td>(Team Dynamix software license renewal as needed through 12/31/25)</td>
<td>44,703.25</td>
</tr>
<tr>
<td><strong>PLANNING NEIGHBORHOODS AND DEVELOPMENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D1. Lyle Environmental - P0220441</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D2. Lyle Environmental - P0220440</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D3. Ohio Technical Services, Inc. - P0220443</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D4. Ohio Technical Services, Inc. - P0220442</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D5. O’Rouke Wrecking Company - P0220447</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>45,000.00</td>
</tr>
<tr>
<td><strong>D6. O’Rouke Wrecking Company - P0220446</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D7. Rainbow Environmental Services, Inc. – P0220445</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>D8. Rainbow Environmental Services, Inc. – P0220444</strong></td>
<td>(asbestos abatement and removal remediation)</td>
<td>34,000.00</td>
</tr>
<tr>
<td><strong>PUBLIC WORKS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E1. B&amp;G Equipment &amp; Truck Repair</strong></td>
<td>(automobile shop repair services as needed through 12/31/22)</td>
<td>100,000.00</td>
</tr>
<tr>
<td><strong>E2. Ohio Cat</strong></td>
<td>(Caterpillar brand parts, supplies and repair services as needed through 12/31/25)</td>
<td>50,000.00</td>
</tr>
<tr>
<td><strong>E3. Sealmaster Industries/Thorworks Industries, Inc.</strong></td>
<td>(one new asphalt crack sealer with accessories)</td>
<td>67,173.65</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F1. Bricker &amp; Eckler LLP</strong></td>
<td>(professional legal services as needed through 12/31/22)</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>


**Total:** $610,576.90
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td><strong>App Architecture – Service Agreement (Open Market)</strong> – for City Hall restroom renovation design and construction administrative services – Department of Public Works/Property Management.</td>
<td>$74,500.00</td>
<td>(Thru 12/31/24)</td>
</tr>
<tr>
<td>3.</td>
<td><strong>St. Vincent de Paul Social Services, Inc. – Contract Modification</strong> – amendment to the Emergency Solutions Grant to provide funds to assist homeless households to achieve stability and permanent housing through the Rapid Rehousing Program - Department of Planning, Neighborhoods and Development/Development.</td>
<td>$46,800.00</td>
<td>(Thru 09/30/22)</td>
</tr>
<tr>
<td>B.</td>
<td><strong>Construction Contract:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Shook Construction Co. – Award of Contract</strong> – for Water Reclamation Facility Administration Building Remodel (10.12% MBE, 5.01% SBE and 5.03% WBE Participation Goal/10.12% MBE, 6.34%SBE and 5.03% WBE Achieved) – Department of Water/Water Reclamation.</td>
<td>$165,000.00</td>
<td>(Thru 12/31/23)</td>
</tr>
<tr>
<td>C.</td>
<td><strong>Revenue to the City:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Marion’s Piazza Inc. – Other</strong> – for sponsorship agreement with Marion’s Piazza, Inc. for 2022 Independence Day celebration – Department of Recreation/Programs.</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td><strong>Other – Contributions, etc.:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Vertex Data Utility Services, LLC, dba VertexOne, fka Vertex Business Services – Payment of Voucher</strong> – for payment of two (2) past due invoices - Department of Finance/Utility Revenue Administration</td>
<td>$18,217.91</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Joint Office of Citizen Complaints, Inc. – Other</strong> – contribution agreement – Department of Planning, Neighborhoods and Development/Director’s Office.</td>
<td>$25,000.00</td>
<td>(Thru 12/31/22)</td>
</tr>
</tbody>
</table>
IV. LEGISLATION:

Resolution – Second Reading

8. No. 6653-22 Authorizing the City Manager to Accept Federal Fiscal Years 2023 and 2024 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00).

VI. MISCELLANEOUS:

ORDINANCE NO. 31981-22

RESOLUTION NO. 6654-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 997-22
City Manager’s Report

From: 2730 – PMB/Procurement

Name: See Below
Address: See Below

2022 Purchase Orders

Fund Source(s): See below
Fund Code(s): See below
Fund Amount(s): See below

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

Description

AVIATION

(A1) P02200320 – WAIBEL ENERGY SYSTEMS, INC., VANDALIA, OH

- Two (2) Diakon heat pump split systems.
- These goods and services are required to ensure ongoing operations for Aviation.
- Waibel Energy Systems, Inc. is the sole local service provider for the replacement equipment; therefore, this purchase was negotiated.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Aviation has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- This amendment increases the previously authorized amount of $15,000.00 by $15,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3220-1301-43</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
CIVIL SERVICE BOARD

(B1) P0220080 – PREMIER HEALTH PARTNERS, DAYTON, OH
- Professional services to perform medical examinations as needed through 12/31/2022.
- These services are required to perform pre-employment medical screenings.
- Rates are in accordance with the City of Dayton’s existing price agreement per IFB 19005JL with pricing through 12/31/2022.
- Premier Health Partners qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $60,000.00 by $20,700.00 for a total not to exceed $80,700.00 and therefore requires City Commission approval.
- The Civil Service Board recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-1300-1159-62</td>
<td>$20,700.00</td>
</tr>
</tbody>
</table>

INFORMATION TECHNOLOGY

(C1) P0220996– TEAM DYNAMIX SOLUTIONS, INC., COLUMBUS, OH
- Team Dynamix software license renewal as needed through 12/31/2022.
- These services are required to maintain IT service requests and reported incidents.
- Team Dynamix Solutions, Inc. is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- The Departments of Information Technology requests additional authority of $45,000.00 through 12/31/2025.
- The Departments of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$14,703.25</td>
</tr>
<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

PLANNING, NEIGHBORHOODS & DEVELOPMENT

(D1) P0220441 – LYLE ENVIRONMENTAL, COLUMBUS, OH
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $20,000.00 by $34,000.00 for a total not to exceed $54,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Demolition Sp. Projects</td>
<td>16022-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>
(D2) **P0220440 – LYLE ENVIRONMENTAL, COLUMBUS, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $40,000.00 by $34,000.00 for a total not to exceed $74,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Residential Demolition Program</td>
<td>26016-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

(D3) **P0220443 – OHIO TECHNICAL SERVICES, INC., COLUMBUS, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $20,000.00 by $34,000.00 for a total not to exceed $54,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Demolition Sp. Projects</td>
<td>16022-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

(D4) **P0220442 – OHIO TECHNICAL SERVICES, INC., COLUMBUS, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $40,000.00 by $34,000.00 for a total not to exceed $74,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Residential Demolition Program</td>
<td>26016-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>
PLANNING, NEIGHBORHOODS & DEVELOPMENT (CONTINUED)

(D5) **P0220447 – O’ROUKE WRECKING COMPANY, CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $28,200.00 by $45,000.00 for a total not to exceed $73,200.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Demolition Sp. Projects</td>
<td>16022-2320-1174-32</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

(D6) **P0220446 – O’ROUKE WRECKING COMPANY, CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $40,000.00 by $34,000.00 for a total not to exceed $74,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

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<tr>
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<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>Residential Demolition Program</td>
<td>26016-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

(D7) **P0220445 – RAINBOW ENVIRONMENTAL SERVICES, INC., CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton’s existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $20,000.00 by $34,000.00 for a total not to exceed $54,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

<table>
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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Demolition Sp. Projects</td>
<td>16022-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>
PLANNING, NEIGHBORHOODS & DEVELOPMENT (CONTINUED)

(D8) **P0220444 – RAINBOW ENVIRONMENTAL SERVICES, INC., CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Rates are in accordance with the City of Dayton's existing price agreement RFQ 20-005PCD with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $40,000.00 by $34,000.00 for a total not to exceed $74,000.00 and therefore requires City Commission approval.
- The Department of Planning and Community Development recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Residential Demolition Program</td>
<td>26016-2320-1174-32</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – FLEET MANAGEMENT

(E1) **P0220495 – B & G EQUIPMENT & TRUCK REPAIR, MORAIN, OH**
- Automobile shop repair services as needed through 12/31/2022.
- These services are required to maintain the City's fleet.
- Rates are in accordance with City of Dayton's existing price agreement per IFB 22004D with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $50,000.00 by $100,000.00 for a total not to exceed $150,000.00 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>2022</td>
<td>Fleet Management</td>
<td>61000-6470-1167-99</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

(E2) **P0220044 – OHIO CAT, TROY, OH**
- Caterpillar brand parts, supplies and repair services as needed through 12/31/2022.
- These goods and services are required to maintain the City's Caterpillar brand equipment.
- Ohio CAT is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $50,000.00 by $50,000.00 for a total not to exceed $100,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Fleet Management</td>
<td>61000-6470-1167-99</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE

(E3) P0220994 – SEALMASTER INDUSTRIES / THORWORKS INDUSTRIES, INC., SANDUSKY, OH
- One (1) new asphalt crack sealer with accessories.
- This product is required to maintain the road conditions.
- Rates are in accordance with the Ohio Department of Transportation (ODOT) contract # 153-22.
- 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>2022</td>
<td>Street Maintenance</td>
<td>21000-6430-1412-54</td>
<td>$67,173.65</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(F1) P0220407 – BRICKER & ECKLER LLP, COLUMBUS, OH
- Professional legal services as needed through 12/31/2022.
- These services are required to provide legal consultation and representation in matters related to the Water Reclamation Facility Anaerobic Digester Improvements Project.
- The law firm of Bricker & Eckler LLP is recommended based upon proven past performance, subject matter expertise and experience of its staff in related matters; therefore, this purchase was negotiated.
- Bricker & Eckler LLP qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $30,000.00 by $15,000.00 for a total not to exceed $45,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1159-54-SF2116</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

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

From 6480 - PW/Property Management

Supplier, Vendor, Company, Individual

Name App Architecture

Address 615 Woodside Drive
Englewood, Ohio 45322

Date June 29, 2022
Expense Type Service Agreement
Total Amount $74,500.00 thru 12/31/2024

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Capital Fund</td>
<td>40003-6480-1159-54</td>
<td>$74,500.00</td>
</tr>
</tbody>
</table>

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

Description

CITY HALL RESTROOM RENOVATION DESIGN & CONSTRUCTION ADMINISTRATIVE SERVICES (OPEN MARKET)

The Department of Public Works request permission to enter into a Design Service Agreement with App Architecture in the amount of $74,500.00 for professional design and construction administrative services for the restroom renovations at City Hall, located at 101 West Third Street, Dayton, Ohio. Work will include base bid pricing for restrooms on the second, third, and fifth floors. App Architecture will review the existing restrooms to provide budgetary recommendations, the creation of plans, specifications, and cost estimate for the proposed renovations, and to provide construction administration services throughout the duration of the project. The proposed renovations will have a strong emphasis on accessibility improvements in each restroom, where practical.

The City issued RFP No. 22-0002PWPM, which had an Open Market designation, and received two responses. Our five-person selection team consisted of personnel from the Department of Fire, Department of Police, Department of Planning, Neighborhoods, and Development, Division of Civil Engineering, and Division of Property Management. After evaluating the proposals, App Architecture was determined to be lowest and best as they provided a thorough and detailed proposal that included the expertise, previous experience, and resources to meet the Department’s objectives. App Architecture also has a successful history of working with local governments, specifically with the City of Dayton on recent renovation and restroom projects.

The amount of $74,500.00 is being funded from the Facility Improvements Fund.

This agreement commences upon execution by the City and shall terminate on December 31, 2024. The agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds is attached for $74,500.00.

Andrew T. Marks
Division

Thomas J. Ritchie Jr.
Department

City Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 1/2019
## SECTION I - to be completed by User Department

<table>
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<td>Remaining Commission Approval</td>
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</table>

**Required Documentation**

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

**Copy of original City Manager's Report**

**Copy of Original Certificate of Funds**

### Fund Code Details

<table>
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<td>XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

### Vendor Information

- **Vendor Name:** App Architecture
- **Vendor Address:** Attn: Marianne Weber 615 Woodside Drive Englewood, Ohio 45322
- **Street:** 615 Woodside Drive
- **City:** Englewood
- **State:** Ohio
- **Zipcode:** 45322
- **Federal ID:** 311095041
- **Commodity Code:** 92500
- **Purpose:** Professional Services for City Hall Restroom Design & Construction Administrative Services. This project will provide construction specifications to make necessary repairs and improvements to the restrooms located at City Hall, 101 West Third Street.

### Contact Person

- **Contact Person:** Chatan Robinson
- **Public Works/Property Management Department:**
- **Date:** 6/9/2022

### Originating Department Director's Signature

**Signature:** [Signature]

**Date:** 6/10/22

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

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

**Finance Director Signature**

**Date:** 6/21/22

**CF Prepared by:**

**Date:** 6/21/22

**CF/CT Number:** CT22-3308

---

Finance Department

October 18, 2011
CITY OF DAYTON
DESIGN SERVICES AGREEMENT

THIS AGREEMENT, dated this ___ day of __________, 2022 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and App Architecture, Inc. (“Consultant”), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City submitted a Request for Proposal (RFP No. 22-0002PWPM) City Hall Restroom Design & Construction Administration, a copy of which is attached hereto at Exhibit A; and,

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

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

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

ARTICLE I- SERVICES TO BE PERFORMED

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

Knowledge and Design Considerations
a) Must have at least three (3) references for past interior renovation projects with a focus on restroom improvements. This will also apply to any and all proposed subfirms.

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

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

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

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

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

a) Accessibility Improvements

b) Entrance Doors, Frames, and Hardware

i) Include necessary security measures on door hardware to match or mimic existing conditions.

c) Mechanical, Electrical, and Plumbing Upgrades

d) Miscellaneous Fire and Smoke Detection Upgrades

e) Wall Finishes

i) Many of the existing wall tile have no structural backer board or means to be secured. This must be identified and corrected.

f) Flooring

g) Interior Doors, Frames, and Hardware

h) Interior Cabinets, Counters, and Vanities

i) Ceiling

j) Incorporation of Existing Automatic Flush Valves, Faucets, Paper Towel Dispensers, and Soap Dispensers
k. Windows, Glass, and Glazing
l. Miscellaneous Accommodations

The overall design shall take into account the history of City Hall. The lobbies, stairwells, and corridors utilize various forms of finishes and if practical, these finishes should be considered for design, keeping in mind the goal to reduce maintenance. Space within each restroom shall be analyzed for the installation of various artwork that can be installed at a later date.

**Plans and Specifications**

a) Provide a preliminary report to the City with recommendations and estimated construction costs for each floor. This will act as the baseline for all proposed work. At this time, it will be determined the exact number of restrooms to proceed with design and if a contract Amendment is necessary to add additional restrooms.

b) Provide preliminary mock-ups of 2-3 different designs for each restroom for review and consideration. The level of detail does not need to be specific but should highlight finishes and design schemes taking into account the history of the facility and aesthetics.

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

d) Provide a detailed project estimate of cost that will be bid in either an individual line item or lump sum not to exceed cost per restroom. The Firm shall be open to include any and all alternates or allowances in the bid documents.

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

**Project Oversight**

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

The following exceptions are shown in Exhibit B, but listed specifically in this section:

a) Interior design services associated with art and accessory items.
b) Temperature control drawings
c) Arc flash coordination study.

Also excluded and to be provided separate is the following services:

a) Change order bulletins due to unforeseen field conditions or Owner requested changes.
b) Excessive evaluation of substitution requests.
c) Additional construction field observation visits beyond those outlined in the RFP.

All plans, specifications, and estimates necessary to publicly bid this project shall be submitted to the City no later than December 31, 2022.

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

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

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

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

The City shall pay Consultant a sum not to exceed Seventy-Four Thousand Five Hundred Dollars and Zero Cents ($74,500.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the total project price submitted in the Proposal including the base bid allowances. Consultant may submit invoices to City for partial payment on a monthly basis for work actually performed.

ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2024, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

ARTICLE IV- INDEMNIFICATION

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

ARTICLE V- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best, insurance compliant with the following minimums:

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

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

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

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

5. Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name the City, its elected officials, officers, employees, agents, and volunteers as additional insured. All insurance policies, excluding Workers’ compensation insurance, shall contain the requirement that the City be notified thirty (30) days in advance of any termination or diminution of coverage.
Within thirty (30) days of the execution of this Agreement, Consultant shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

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

ARTICLE VI- TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform according to the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan to cure acceptable to the City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and the City shall pay Consultant only for those services accepted by the City.

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

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

ARTICLE VII- COMMUNICATIONS

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

Consultant:  
App Architecture, Inc.  
615 Woodside Drive  
Englewood, Ohio 45322  
Attention: Marianne L. Weber, Managing Principal

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

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

ARTICLE VIII- NON DISCRIMINATION

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

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

**ARTICLE IX- CONFIDENTIALITY**

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

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

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

**ARTICLE X- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

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

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

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

**ARTICLE XI- GENERAL PROVISIONS**

A. **Waiver**

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

B. **Delay**

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

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

C.  Governing Law & Venue

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

D.  Meetings and Evaluation

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

E.  Independent Contractor

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

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

F.  Assignment

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

G.  Third Party Rights

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

H.  Amendment

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

I. Effect of Conflicting Documents

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

J. Entire Agreement/Integration

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

K. Political Contributions

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

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

CITY OF DAYTON, OHIO

________________________________________
City Manager

APP ARCHITECTURE, INC.

________________________________________
Title President

APPROVED AS TO FORM AND CORRECTNESS:

6/7/2022

X John Musto for
City Attorney

Signed by: Musto, John
APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

Min./Bk. _____ Pg. _____

Clerk of the Commission
City of Dayton, Ohio
Department of Public Works
Division of Property Management

City Hall Restroom Design & Construction Administration Services

REQUEST FOR PROPOSALS (RFP) No. 22-0002PWPM
JANUARY 2022
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SECTION 1 – PROPOSAL INSTRUCTIONS

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

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

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

A copy of this RFP proposal and any additional documentation may be found at the City’s website at:
http://daytonohio.gov/bids.aspx

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

<table>
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<th>Issue RFP:</th>
<th>January 20, 2022</th>
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<tbody>
<tr>
<td>Site Visit:</td>
<td>January 28, 2022 (10:00am-1:00pm EDT)</td>
</tr>
<tr>
<td>Last Day to Submit Questions:</td>
<td>February 3, 2022 by 5:00 PM EDT</td>
</tr>
<tr>
<td>Answers Posted:</td>
<td>February 9, 2022 by 5:00 PM EDT</td>
</tr>
<tr>
<td>Due Date for Proposals:</td>
<td>February 15, 2022 12:00 PM EDT</td>
</tr>
</tbody>
</table>

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

- Firms shall contact Nicole Fox (nicole.fox@daytonohio.gov) to schedule a slot within the allotted site visit timeframe. All emails requesting a time slot shall be received by 5:00pm on January 27, 2022.
- Review the project locations and allow the opportunity to view each elevator and site conditions.
- Answer questions.

This may be the only opportunity for interested Firms to visit the project locations. Each Firm should limit representation at the site visit to no more than two (2) persons. Firms shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the site visits and how many persons will attend.

1.04 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: RFP No 22-002PWPM- City Hall Restroom Design & Construction Administration Services, RFP No 22-002 Part 1, RFP No. 22-002 Part 2, and so forth.

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

Topic: RFP No. 22-002PWPM Bid Opening
Time: February 15, 2022 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/86893010849?pwd=eWtCa3UwN0pnOGxWSEhwd1hiWUxGZz09

Meeting ID: 868 9301 0849
Passcode: 451215
One tap mobile
+13126266799, +86893010849, *451215# US (Chicago)
+19294362866, +86893010849, *451215# US (New York)

Dial by your location

City of Dayton, Ohio
Request for Proposals

1
Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 12:00 PM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

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

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

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP. The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

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

- **Company Profile and Background.** Provide the following information as it relates to Section 2.03:
  - **Location** – The street address of the proposer’s company headquarters.
  - **Local Office of Proposer** – Provide the location of the proposer’s office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company’s Primary Business** – State the proposer’s primary business, the number of years in the proposer’s industry, and the number of employees assigned to these related activities.
  - **State the legal make-up of your company:** sole proprietorship, partnership, corporation, etc.
  - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

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

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

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

- **References.** Provide a list of references on form provided as Exhibit B. You may use a copy of this form if needed for additional references. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.06 **Items that Disqualify a Vendor Immediately.**
- Incomplete or non-responsive proposal

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

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only unless a presentation or clarification is requested.** Should this occur, all of these factors will be used to determine the outcome.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firms Qualifications, References, and Previous Experience</td>
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</tr>
<tr>
<td>2</td>
<td>Price</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Ability to Address RFP Requirements/Project Timeline</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>PEP Certified Vendor</td>
<td>5%</td>
</tr>
<tr>
<td>5</td>
<td>Dayton Local Business</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td><strong>Total Points</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

1.08 **Miscellaneous Items.**

- All Firms submitting a proposal will be notified, upon final determination by the City, of the Firm or Firms selected to perform the requested work.
SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Public Works, is seeking proposals for professional interior restroom design and construction administration services for various men’s and women’s restrooms at City Hall located at 101 West Third Street.

2.02 BACKGROUND INFORMATION.
City Hall is a combination six story structure with a low-rise two story structure (approximately 152,000sf in total area). Both portions of City Hall have a mezzanine, basement, and sub-basement. City Hall, a conventional reinforced-concrete frame/brick veneer finish building, was originally opened in 1908 as a YMCA. Around 1940, the City of Dayton acquired the building and created what is now City Hall. The City employs approximately 1,850 employees, with over 200 based at City Hall.

There are fourteen (14) total restrooms located in City Hall and this project will identify which restrooms are to be considered for renovations that can be constructed within allowable budget. Two (2) of the restrooms (one (1) men’s and one (1) women’s) are accessible and located on the third floor, however the remaining twelve (12) are not. These twelve have a step either to enter the restroom or once you are inside the restroom. The reason for the step is due to the plumbing being located below the floor. The overall goal of this project is to improve accessibility, update the finishes to improve overall aesthetics, durability, and reduce maintenance, improve air ventilation and air flow, and create a more welcoming experience.

2.03 SCOPE OF WORK/REQUIREMENTS.
The successful outcome of this project would include all necessary improvements, modernizations, and/or total renovations to various restrooms at City Hall. This project will focus on the following restrooms for design and construction as base bid pricing:
- Second Floor Men’s and Women’s
- Third Floor Men’s and Women’s
- Fifth Floor Men’s and Women’s

To be bid in this Proposal as alternate pricing, the following and remaining restrooms are to be priced that will be reviewed after award of contract in the event that the available construction budget can absorb the estimated construction costs:
- Add Alternate No. 1, Basement Men’s (1) and Women’s (2)
- Add Alternate No. 2, First Floor Women’s & Sixth Floor Men’s
- Add Alternate No. 3, Fourth Floor Men’s and Women’s

The rest of this document will assume that one construction project will be publicly bid for the restrooms in the base bid pricing and any Add Alternate’s that can be constructed within available funds.

Knowledge and Design Considerations
a) Must have at least three (3) references for past interior renovation projects with a focus on restroom improvements. This will also apply to any and all proposed subfirms.
b) Must provide ample time for code review in regards to proposed improvements.
c) Must provide ample time on site to verify and confirm all field conditions and measurements.
  a. City can provide all available documents that relate to this project, however due to the age of this facility, these documents may not be of much use or even available. It is ultimately up to the successful Firm to ensure any documents that are provided are field-checked for accuracy.
  i. Pricing shall assume no 2-D or 3-D modeling files or floor plans are available and the creation of these are to be included in project costs.
d) Proposed improvements shall include, but not limited to, the following:
  a. Accessibility Improvements
  b. Entrance Doors, Frames, and Hardware
  i. Include necessary security measures on door hardware to match or mimic existing conditions.
  c. Mechanical, Electrical, and Plumbing Upgrades
  d. Miscellaneous Fire and Smoke Detection Upgrades
  e. Wall Finishes
  i. Many of the existing wall tile have no structural backer board or means to be secured. This must be identified and corrected.
f. Flooring  
g. Interior Doors, Frames, and Hardware  
h. Interior Cabinets, Counters, and Vanities  
i. Ceiling  
j. Incorporation of Existing Automatic Flush Valves, Faucets, Paper Towel Dispensers, and Soap Dispensers  
k. Windows, Glass, and Glazing  
l. Miscellaneous Accommodations

The overall design shall take into account the history of City Hall. The lobbies, stairwells, and corridors utilize various forms of finishes and if practical, these finishes should be considered for design, keeping in mind the goal to reduce maintenance. Space within each restroom shall be analyzed for the installation of various artwork that can be installed at a later date.

**Plans and Specifications**

a) Provide a preliminary report to the City with recommendations and estimated construction costs for each floor. This will act as the baseline for all proposed work. At this time, it will be determined the exact number of restrooms to proceed with design and if a contract Amendment is necessary to add additional restrooms.

b) Provide preliminary mock-ups of 2-3 different designs for each restroom for review and consideration. The level of detail does not need to be specific but should highlight finishes and design schemes taking into account the history of the facility and aesthetics.

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

d) Provide a detailed project estimate of cost that will be bid in either an individual line item or lump sum not to exceed cost per restroom. The Firm shall be open to include any and all alternates or allowances in the bid documents.

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

**Project Oversight**

a) At a minimum, the successful Firm shall:

   a. Adhere to all milestones listed in the “Schedule” section below.
   b. Assist the City during the construction bidding process. This shall include:
      i. Attend any pre-bid and/or site visit meeting(s).
      ii. Aid in the development of creating and publishing necessary addenda(s).
      iii. Review and answer any questions.
      iv. Review and resolve any substitution requests.
      v. Review the bid tab, bid proposal, references, project experience, and any additional information for all bidders.
      vi. Apply and pay for all necessary State and Local permits application fees. Construction contractor shall pay for permitting fees upon pickup.

   c. During the construction phase, the Firm shall:
      i. Attend the preconstruction meeting and all progress meetings, including the record keeping, note taking, creation of meeting notes and agendas. For estimating purposes, the Firm shall anticipate at least two progress meetings per month of construction.
         1. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.
      ii. Assist the construction contractor in field layout.
      iii. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.
      iv. Review project submittals and provide resolution.
      v. Review RFI’s and provide resolution.
      vi. Review shop drawings and provide resolution.
      vii. Review field change orders and assist in preparation and completion.
      viii. Prepare construction bulletins (whether owner-requested or based on differing field conditions) and evaluate contractor pricing.
      ix. Maintain a construction allowance log.
x. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.
xii. Evaluation of substitution requests and provide resolution.
xii. Assist with pay application review and approval.
xiii. Any necessary in-office follow up after site visits or progress meetings.
xiv. Attend a punch list site visit, and back punch site visit for each floor, develop individual punch lists, and provide back punch verification.
xv. Perform final field inspections for each floor.
xvi. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.
xvii. Assist the construction contractor gathering and distributing to the City all owner’s manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.

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

- Initial project kick-off meeting to determine exact scope of work.
- 25% review. This would review the findings and report from Item a) in the Plans and Specifications section above and review any code issues. This stage will also review Item b) in the Plans and Specifications section. At this time direction will be given, based upon estimated construction costs, the number of restrooms to be considered for construction.
- 75% review, including estimated construction costs by trade.
- 100% review with final construction costs. Final construction/bid set of drawings and specifications to be signed and stumped for all permit application(s) and public bidding. At this time all permit application(s) shall be applied and paid for by the Firm.
  - Prior to bidding, the Firm shall respond and provide information or revised drawings to the Plans Examiner based upon any comments or questions during permit review.
- Public Bidding Phase (to begin no sooner than three-four weeks after 100% milestone, or once permit(s) is approved, whichever comes first):
  - Week #1: first week of advertisement (Monday).
  - Week #2: second week of advertisement (Monday) and site visit (Tuesday preferred).
    - Site visit can be voluntary or mandatory, to be determined prior to bidding.
  - Week #3: open bids online (Thursday).
  - Week #4: open bids online (Thursday). This can be utilized if the Firm believes additional time is needed for the bidding phase.
- Contract Award Phase:
  - Award construction contract at City Commission meeting (Wednesday), typically four to five weeks after bids are opened.
  - Notice to Proceed is issued to construction contractor, on average two-three weeks after award.
- Final Completion of Construction no later than December 31, 2023.

**2.04 PROPOSAL RESPONSE REQUIREMENTS.** A prospective Proposer’s response to this RFP shall include the following information at a minimum. The proposal should address the requirements in a clear and concise manner in other order stated herein. Proposals that do not adhere to the following format or included the required information/documents may be considered incomplete and therefore unresponsive by the City. The City reserves the right to seek additional/supplemental information on specific issues as needed.

A) **Qualifications of the Firm:**

Provide a description and history of the Firm, and any and all proposed subfirms, focusing on restroom renovations in urban facilities. Provide a list of related projects (including dates of each project, project budget, and scope of work) that you (and all proposed subfirms) completed and/or had substantial involvement. It is highly recommended to elaborate on previous projects that required:

- Projects renovating restrooms in aged facilities with historical significance.
- Unique solutions to accessibility challenges.
- Tight deadlines and how you met the completion date(s).
Provide at least three (3) references for which the Firm has performed services within the past five (5) years that are similar to the requirements in the Statement of Work. Provide the reference name, address, email address, telephone numbers and date of contract (Form provided).

B) Qualifications of Staff
Provide a graphic and narrative description of the organizational structure for the provision of services to the City, specifically outlining each individual’s primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), architect(s), and other individuals who will be assigned to coordinate the activities of the Firm must be identified. Provide professional qualifications and experience (resume is sufficient) within the past five (5) years for all individuals identified for engagement, as well as a narrative description of similar project experience. Resumes of Firm principals are not required unless they are proposed as active, integral members of the project team.

C) Ability to Address RFP Requirements/Project Timeline
The Firm must describe your availability to the City and your approach for managing the project. The Firm must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work. The Firm shall also provide a schedule with an anticipated starting date listed in Section 1.02 (RFP Schedule). This schedule shall be detailed enough to highlight meeting project milestones, other important dates, necessary updates with the City, and anticipated completion date. It is imperative that the schedule listed, provided, and developed between the City & the successful Firm must be strictly met.

2.05 PRICING STRUCTURE
Prices proposed will remain Firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available.

- Cost Proposal/ Item Pricing

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<tr>
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</tr>
<tr>
<td>Add Alternate No. 1 Design &amp; Construction Administrative Services</td>
<td>$________</td>
</tr>
<tr>
<td>Add Alternate No. 2 Design &amp; Construction Administrative Services</td>
<td>$________</td>
</tr>
<tr>
<td>Add Alternate No. 3 Design &amp; Construction Administrative Services</td>
<td>$________</td>
</tr>
</tbody>
</table>

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

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

3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, Firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. CITY’S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

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

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

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

A waiver by the City or Firm of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.
F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

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

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

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

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

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

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

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

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

M. PCI COMPLIANCE
Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:
   1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
a. Completed by a qualified professional payment card processing Firm acceptable and approved by the City of Dayton; and,

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

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

[ ] Not Applicable ("N/A")

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

N. LIVING WAGE ORDINANCE

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

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

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

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

Entity Name: ____________________________________________

Street Address: __________________________________________

City, State, Zip: __________________________________________

Proposer’s Phone Number: __________________________________

Proposer’s Fax Number: ____________________________________

Proposer’s E-mail Address: ________________________________

Form of Ownership  □ Sole Proprietorship  □ Franchise  □ Partnership  □ Corporation

□ Joint Venture  □ LLC  □ Other (Specify): ______________________

If a corporation, state of incorporation: _______________________

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

Please include your IRS Form W9 with your proposal.

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

SIGNATURE: ____________________________________________

PRINTED NAME AND TITLE: ________________________________

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

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: ____________________________________________________

<table>
<thead>
<tr>
<th>Primary Business</th>
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If a corporation, state of incorporation: ________________________________________

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

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

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

Key Personnel:

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<tr>
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Name of Proposing Company: _______________________________________________________

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 22-002PWPM. Do not use the City of Dayton as a reference.

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<tr>
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EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: _______________________
Bidding Company: ____________________________________________
Address: ___________________________________________________
________________________________________________________
Signature/Title: ____________________________________________
Federal I.D.#: ______________________________________________
Phone No.: _________________________________________________
Fax No.: ___________________________________________________
EXHIBIT D– BUSINESS INCOME TAX QUESTIONNAIRE

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

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

Company Name_________________________ Phone # __________________________
Mailing Address __________________________ City________________ St________ Zip________
Local Business Address __________________________ City________________ St________ Zip________

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

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

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

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

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

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

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

Signature_________________________ Title_________________________ Date __________________________

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2808, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4280

City of Dayton, Ohio
Request for Proposals
City of Dayton - City Hall Restroom Design & C.A. Services
RFP No. 22-0002PWPM

February 15, 2022

Inspired by Collaboration | Driven by Vision | Focused on Function

App Architecture
creative focused design
1 General Items
- Addendums (None Issued)
- Exhibit A - Letter of transmittal
- Cover letter
- Exhibit B - References
- Exhibit C - Product Standards
- Exhibit D - Business Tax
- RFP pages 10–12

2 Team Introduction
- Team Overview
- App Architecture Firm Profile

3 Relevant Experience
- Relevant Projects
- Relevant Client List

4 Personnel
- Organizational Chart
- Team Member Resumes

5 Project Management
- Project Control
- Quality Control
- Project Budget and Schedule Control

6 Appendix
- RFP Section 2.05 Pricing Structure
- Professional Services Proposal Letter
- Proposed Schedule
- Affirmative Action Assurance Certificate
- Certificate of Insurance
- W9 Form
City of Dayton, Ohio
Department of Public Works
CITY HALL RESTROOM DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
RFP No. 22-002PWPM
January 2022

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

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

Entity Name: App Architecture, Inc.

Street Address: 615 Woodside Dr.

City, State, Zip: Englewood, OH 45322

Proposer’s Phone Number: 937.836.8898

Proposer’s Fax Number: 937.832.3696

Proposer’s E-mail Address: marianne.weber@app-arch.com

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☑ Corporation
☐ Joint Venture ☐ LLC ☐ Other (Specify):

If a corporation, state of incorporation: Ohio

Federal Identification Number (or SSN if sole proprietorship): 31-1095041

Please include your IRS Form W9 with your proposal.

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

☐ ☐ Yes No

SIGNATURE: 

PRINTED NAME AND TITLE: Marianne L. Weber, Managing Principal

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

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: App Architecture, Inc.

<table>
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<tr>
<th>Primary Business</th>
<th># of Years</th>
<th># of Employees Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture/Interior Design</td>
<td>39</td>
<td>18 total; 5 assigned to this project</td>
</tr>
</tbody>
</table>

If a corporation, state of incorporation: Ohio

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

None

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

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

31-1095041

Key Personnel:

<table>
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<tr>
<th>Name</th>
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<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Bement - App Arch.</td>
<td>Principal-in-Charge</td>
<td>615 Woodside Dr., Englewood, OH 45322; 937.836.8896; <a href="mailto:tim.bement@app-arch.com">tim.bement@app-arch.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Curt Sparks - App Arch.</td>
<td>Project Manager</td>
<td><a href="mailto:curt.sparks@app-arch.com">curt.sparks@app-arch.com</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Charlie Kent - App Arch.</td>
<td>Interior Design</td>
<td><a href="mailto:charlie.kent@app-arch.com">charlie.kent@app-arch.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Brenda Lynn - App Arch.</td>
<td>Estimating/CA</td>
<td><a href="mailto:brenda.lynn@app-arch.com">brenda.lynn@app-arch.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Rich Simpkins - L2 Eng.</td>
<td>PM/Electrical Design</td>
<td>7949 Washington Woods, Dayton, OH 45459; 937.361.6731; <a href="mailto:rich.simpkins@ltwoe.com">rich.simpkins@ltwoe.com</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Jeffrey Wetzell - L2 Eng.</td>
<td>Mech, Plumbing, FP</td>
<td><a href="mailto:jeff.wetzell@ltwoe.com">jeff.wetzell@ltwoe.com</a></td>
<td>No</td>
</tr>
<tr>
<td>Ralph Froehlich - Helix Env.</td>
<td>President</td>
<td>1 Elizabeth Pl, Dayton, OH 45417; 937.226.0650; <a href="mailto:helix@helixenv.com">helix@helixenv.com</a></td>
<td>Yes</td>
</tr>
</tbody>
</table>
February 15, 2022

Mr. Andrew Marks
City of Dayton
Division of Property Management
101 West Third Street
Dayton, Ohio 45402

Subject: City Hall Restroom Design & Construction Administration Services

Dear Mr. Marks:

App Architecture is pleased to present this Statement of Qualifications for the City Hall Restroom Design & Construction Administration Services Project. App Architecture has provided quality design services for numerous public service agencies, including City of Dayton and appreciates the opportunity to be considered for this important project.

As your design team partner, our team offers a high level of practical experience, expertise and design services for this important project. We understand a project such as this will require creative solutions given the physical constraints of the existing facility. We have successfully completed similar restroom upgrades/ADA compliance projects in both the Montgomery County Administration Building and the Reibold Building, which are high-rise older structures in downtown Dayton similar to the City Hall Building.

Our team will consist of the following firms:

App Architecture                      Planning/Architecture                      Englewood, OH
L2 Engineering                         Structural/PME Engineering*               Dayton, OH
Helix Environmental, Inc.              Environmental Consultant                   Dayton, OH

*Structural Engineering services are not anticipated, so L2 Engineering’s in-house structural engineer will be utilized on an as needed basis.

There are many factors that make our Design Team a valuable choice:

• **Principal leadership and involvement.** Tim Bement, AIA will lead all our efforts as the dedicated Principal-in-Charge. With excellent quality control being a key element of our brand, Marianne will review the final Bid Documents before they are released. As Principal-in-Charge she is responsible for general oversight as the project progresses, ensuring a smooth process, and exceeding expectations.

• **A Collaborative Team Member.** App Architecture knows and understands the need to set expectations, clearly communicate, closely collaborate and as a team member, get the job done.

• **Relevant experience.** App Architecture has completed numerous and varied projects for local public service agencies, many of which include public restroom upgrades similar to those required by your program requirements. We are currently working with Southern State Community College on a restroom upgrade project as well as one for the Montgomery County administration building.
Mr. Andrew Marks  
February 15, 2022  
Page 2

- **Familiarity with the City Hall Building.** Our team recently completed the First Floor Call Center project in City Hall. Additionally, we designed a full renovation of the 6th floor which awaits funding approval. Our consulting engineers L2 and Helix Environmental are familiar with this facilities’ infrastructure. This knowledge base is invaluable and will allow us to be prepared to make informed recommendations when it comes to questions of infrastructure.

- **Workload Capacity/Availability.** Our team members are available to begin in February 2022 per the published schedule. Refer to the Organization Chart included herein which reflects the team members assigned to this project and to their individual resumes for information relative to current work assignments. We understand the intended completion of construction for the Base Bid scope (three floors) prior to December 2023 and will work together with you to effectively execute the design and engineering effort to meet your objectives. Refer to our schedule included in the Appendix.

With the App Architecture team, you get extensive experience, proven teamwork, quality communications, responsiveness, and commitment.

To achieve your goals and complete a successful project, one of the critical initial steps is to select a highly qualified, fully experienced and skilled design partner that is committed to quality service, collaborative teamwork and well managed design process. That partner is the App Architecture team.

Thank you for this opportunity. We look forward to becoming a valued part of your team. You will not find any other team more excited and able to help you maximize value for this important project.

Sincerely,

Timothy J. Bement, AIA NCARB LEED AP BD&C  
Principal

App Architecture is a WBENC certified Women’s Business Enterprise
## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

**Name of Proposing Company:** App Architecture, Inc.

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 22-002PWPM. Do not use the City of Dayton as a reference.

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</thead>
<tbody>
<tr>
<td>Montgomery County Facilities Management</td>
<td>451 W. Third Street, Dayton, OH 45422, 7th Floor</td>
<td>Julia Gourley, PE, Managing Engineer</td>
<td>937.224.1457</td>
<td>937.225.6408</td>
</tr>
<tr>
<td>Public Health Dayton &amp; Montgomery County</td>
<td>117 S. Main St., Dayton, OH 45422, 2nd Floor</td>
<td>Paul Clark, Purchasing/Facilities Manager</td>
<td>937.224.8081</td>
<td>937.225.4048</td>
</tr>
<tr>
<td>City of Englewood</td>
<td>333 West National Rd., Englewood, OH 45322</td>
<td>Eric Smith, City Manager</td>
<td>937.836.5106</td>
<td>937.836.7426</td>
</tr>
<tr>
<td>City of Brookville</td>
<td>301 Sycamore St., PO Box 10, Brookville, OH 45309</td>
<td>Sonja Keaton, City Manager</td>
<td>937.833.2135</td>
<td>937.833.3347</td>
</tr>
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</table>

City of Dayton, Ohio
Request for Proposals
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

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</thead>
<tbody>
<tr>
<td>Windmill Restaurant Group</td>
<td></td>
<td>Michael Windmill, President</td>
<td>516.281.4766</td>
<td></td>
<td><a href="mailto:mtwindmiller@gmail.com">mtwindmiller@gmail.com</a></td>
</tr>
<tr>
<td>Cross St. Partners</td>
<td></td>
<td>David M. Williams, LEEP AP, Senior Director, Development</td>
<td>937.313.3739</td>
<td></td>
<td><a href="mailto:dwilliams@crossstpartners.com">dwilliams@crossstpartners.com</a></td>
</tr>
<tr>
<td>Schmidt Auto</td>
<td></td>
<td>Erich Schmidt, Owner</td>
<td>937.514.7860</td>
<td></td>
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</tr>
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</table>

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 22-002PWPM. Do not use the City of Dayton as a reference.
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: RFP No. 22-0002PWPM

Bidding Company: App Architecture, Inc.

Address: 615 Woodside Dr., Englewood, OH 45322

Signature/Title: Managing Principal

Federal I.D. #: 31-1095041

Phone No.: 937.836.3698

Fax No.: 937.832.3696
EXHIBIT D– BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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

Type of Tax Filing: (check all that apply)
1. □ Employee Withholding  FEIN # __________________
2. X Corporate Earnings  FEIN # 31-1095041
3. □ Individual Ownership Earnings  SSN # __________________
4. □ Partnership Earnings  FEIN # __________________

Company Name: App Architecture  Phone # 937.836.8898
Mailing Address: 615 Woodside Dr.  City: Englewood  St: Oh  Zip: 45322
Local Business Address: Same as above  City:  St:  Zip: __________________

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

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

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

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

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

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

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

Signature ___________________ Title: Managing Principal  Date: 2-14-22

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2808, Dayton, Ohio 45401  
(937) 333-3500 – Fax (937) 333-4280

City of Dayton, Ohio
Request for Proposals
may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>App Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>615 Woodside Drive</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Englewood, Ohio 45322</td>
</tr>
<tr>
<td>Attention:</td>
<td>Timothy J. Bement</td>
</tr>
<tr>
<td>Title:</td>
<td>Principal</td>
</tr>
</tbody>
</table>

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

A waiver by the City or Firm of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.
F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

N. LIVING WAGE ORDINANCE

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

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

NOTE: App Architecture and its consultants take no exception to any of the requirements of this RFP, including the City Standard Terms and Conditions.
App Architecture • L2 Engineering • Helix Environmental

This App Architecture-led multi-disciplinary design team has a wealth of expertise and experience in developing creative solutions which solve complex challenges. This highly-collaborative team will capitalize on prior collaborative efforts with the City of Dayton facilities management staff and prior experience working in the City Hall Building, leveraged with years of experience in order to optimize solutions that are tailored to specific needs and constraints of the facility.

• App Architecture recently completed the City Hall First Floor Call Center project as well as a restroom renovation in the City of Dayton Water Distribution Building. Additionally they designed a renovation of the 6th Floor of City Hall that is awaiting funding for completion.

App Architecture also is currently engaged to complete public restroom upgrades for Southern State Community College and the Montgomery County Administration building.

• L2 Engineering, located in Dayton, OH, is a consulting engineering partnership focused on facility MEPT systems. Founded in 2016, the firm’s founders both started their careers together in 1998 at one of Ohio’s largest engineering firms. L2e is organized to focus on MEPT engineering in order to provide the highest level of service available.

They provide practical, affordable and responsive solutions. L2e teamed with App Architecture on the City of Dayton, City Hall First Floor Call Center project.

• Helix Environmental, Inc., is a woman-owned small business, environmental consulting firm located in Dayton, OH. Helix Environmental is a resourceful, knowledgeable, and efficient provider of cost-effective environmental safety, and health consulting services. They have performed hazardous materials inspections and consulting services since 1988. Having previously conducted testing at the City Hall building, they are familiar with the facility. Helix Environmental provided services for the City Hall First Floor Call Center project.

App Architecture has previously worked with each of these firms, delivering successful projects on-time and on-budget. The team understands the importance of identifying opportunities to optimize value and efficiency as well as meeting schedules. Each team member will remain actively involved throughout the entire project.

It is not anticipated that structural engineering services would be required for the restroom renovation project, however if incidental structural services are required these would addressed by L2e by their in-house structural engineer.
**App Architecture** is a full service architectural, interior design and planning firm, established in 1983 in Englewood, with offices located at 615 Woodside Dr., Englewood, Ohio (937.836.8898). We are a WBENC certified Women’s Business Enterprise whose corporate structure is an S-Corp owned by 3 principal architects:

Marianne L. Weber, AIA, ACHA, EDAC - Managing Principal  
Todd A. Gindelberger, AIA  
Timothy J. Bement, AIA, NCARB, LEED AP BD+C

**App Architecture’s total firm personnel:**

- 6 Registered Architects  
- 2 Project Managers  
- 2 Architectural Designers  
- 1 Interior Designer  
- 1 Construction Administrator  
- 3 Architectural CAD Draftsmen  
- 3 Administrative Staff

Our staff brings a wide range of expertise to our work and combines proven experience with innovation. We are known in the construction industry for our quality bid documents and excellent rapport with our clients. Each project is led by a principal of our firm who is on board for the duration of the project and is responsible for overall quality and responsiveness of the design and ensuring a smooth process. **App Architecture has never been involved in any litigation, project dismissal or termination of services.**

- **Design**: Utilizing creativity and close communication we design uniquely functional and aesthetic facilities which solve complex issues regarding functional space needs. We know and understand the importance of employing designs that are user-friendly and create healthy work environments.

- **Approach**: **App Architecture’s** ultimate goal is to create efficient, functional, comfortable, aesthetically pleasing and healthy environments. Our staff will gain an understanding of current operations, then develop a planning process to the lead the client and design team in a coherent, organized and timely manner. We strive with every project to strike a strong balance between owner needs, sustainability, budget, life cycle costs, qualify of space and context of the community. Our successful long-term client relationships are based on mutual trust, integrity and responsive service.

- **Technology**: Our use of the latest technology strengthens and enhances our processes. We use Building Information Modeling (BIM) for design and production of construction documents. These models can then serve as the basis for photo realistic renderings and virtual reality (VR) experiences should those be desired by the owner. Capitalizing on the benefits of virtual reality allows for end users to get an immersive understanding of the design, leading to more effective collaboration and greater client satisfaction.

- **Results**: We consistently receive high praise from our clients for being good listeners, collaborative team members and responsive communicators.
PLANNING SERVICES
Strategic Facility Master Planning
Functional Programming
Facility Assessments & Audits
Site Evaluation & Planning
Project Budgeting
Cost Estimating
Project Scheduling
Space Programming
Project Management

ARCHITECTURAL SERVICES
Architectural Design
Local & State Regulatory Approvals
Code Compliance & Analysis
Americans with Disabilities Act (ADA)
  Compliance & Analysis
Construction Method Analysis
Bid Evaluations
Construction Administration
BIM Model Management

INTERIOR DESIGN SERVICES
Interior Design
Space Planning
Interior Finishes Selection & Specification
Furnishings Assessment
Furnishings Selections & Specification
Furnishings & Finishes Standards Programs
Artwork Assessment and Selection
Signage Assessment/Selection
Plant/Accessory Selection
Window Treatment Selection & Specification

VISUALIZATION AND PROMOTION SERVICES
Virtual Reality (VR) Emersion
Photo Realistic Imagery
High Resolution Renderings
Schematic Concept Images
Promotional Material
Web Enabled 3D Tours
Fly Through Video Animations

Inspired by Collaboration | Driven by Vision | Focused on Function

App Architecture - Firm Profile
Reibold Building - Office Suites - Renovation, Dayton, Ohio

Challenge:
An aging existing high-rise office building in an urban center required programming and renovation to accommodate two county departments, a computer training center, a conference center, restroom upgrades for ADA compliance and support space. The floor plate spanned over three additions dating between 103 and 122 years old. The floor to floor height was insufficient for current HVAC demands. Additionally, spaces above and below remain occupied requiring phasing of construction.

Outcome:
App Architecture coordinated with the tenants and stakeholders to design offices and facilities that will be efficient, inviting, and appropriate for the intended uses. The floor plan layout established separate zones for each department with future growth space in between. Through a collaborative team effort, a cohesive materials palette was created that allows for each department to have options that reflect/establish their culture while maintaining a consistency to minimize the expenses of customization.

Budget Control:
At time of award the project came in under budget by $165,000. A/E associated changes were just 0.62% of the construction budget.

Services: Planning, Design, Interiors, Furnishings

Construction Cost: $3.45M

Furnishings: $514,000

Size: 24,430 SF

Completed: 2020

Team: App Architecture
Shell + Meyer - Structural
Nauman & Zelinski - MEP

Client Contact: Julia Gourley, PE, Managing Engineer at Facilities Management
gourleyj@mcohio.org, 937.224.1457
Reibold Building - Clinic Relocation and Renovation, Dayton, Ohio

Challenge:
An aging existing high-rise office building in an urban center required master planning and renovation to accommodate the public health clinics which had been displaced due to infrastructure deficiencies. The floor plate spans over three additions dating between 103 and 122 years old. The floor to floor height was insufficient for current HVAC demands, including in this case a TB clinic designed to be under negative pressure. Additionally, spaces above and below remained occupied requiring phasing of construction. ADA issues and fire code items needed addressed.

Outcome:
App Architecture designed a 30,000 facility that was inviting, providing increased patient privacy and was easy to navigate within. The floor plan layout established separate zones for patients and staff allowing for an efficient patient/staff workflow, privacy and security. Added scope included upgrade of restrooms on the 1st-3rd floors.

Budget Control:
Through a collaborative team effort and responsiveness to many challenges along the way, the project came in under budget and on schedule. The project was ready for occupancy two months ahead of the bid contract schedule. The project was $275,000 under budget and the A/E associated changes were just 0.43% of the construction budget.

Services: Planning, Design, Interiors, Furnishings
Construction Cost: $2.95M
Furnishings: $372,000
Size: 30,284 SF
Completed: 2017

Team: App Architecture
Shell + Meyer - Structural
Nauman & Zelinski - MEP

Client Contact: Paul Clark, Purch./Facilities Mgr.
pclark@phdmc.org, 937.224.8081
Administration Building - Public Restroom ADA upgrades, Dayton, Ohio

Challenge:
An aging existing high-rise office building in an urban center was in need of ADA upgrades to all of the existing multi-user restrooms. Restrooms are stacked on each floor in the tower’s elevator/stair core, with no room for expansion. Nor were the floor plans identical. The MEP infrastructure is aging and working on one floor at a time required upgrading piping stacks one section at a time.

Outcome:
Schematic plans were developed for all ten stories of restrooms, such that the construction could be implemented over time as funds permitted. At present the first pair of multi-user restrooms are nearly completed.

Budget Control:
The project was 26% under budget.

Services: Design, Interiors

Construction Cost: $142,000
Size: 370 SF
Completed: 2022
Team: App Architecture
Stan Associates - MEP

Client Contact: Julia Gourley, PE, Managing Engineer at Facilities Management
gourleyj@mcohoio.org, 937.224.1457
Water Distribution Building - Restroom Renovations, Dayton, Ohio

Challenge:
Renovate 11 single-user toilet rooms and 2 shower/toilet rooms with a focus on accessibility, durability, and cleanability. The project needed to be conducted in phases to ensure minimal disruption of the day-to-day activities of the staff who occupied the building through-out construction.

Outcome:
The 2 shower/toilet rooms were completely redesigned to make better use of the available square footage while addressing ADA accessibility concerns and mitigating existing mold issues.

6 single-user toilet rooms in the office areas were renovated to bring them up to modern aesthetic standards.

5 single-user toilet rooms in the shop areas were renovated with a focus on durability and ease of cleaning and maintenance.

Finishes in all areas were coordinated to create a uniform and pleasing environment that reduces the City’s maintenance requirement and addresses the cleanability needs of post pandemic work environment.

Budget Control:
The project was 11% under budget. There were $0 A/E associated change orders.

Services: Planning, Design, Interiors
Const. Cost: $322,000
Size: 1,020 SF
Completed: 2021
Team: App Architecture
L2 Engineering - MEP
Client Contact: Jill Brown, Sr. Bus. Manager
Jill.brown@daytonohio.gov
937.333.4906
City Hall, Dayton, Ohio

Challenge:
A 100+ year old existing six-story office building in an urban center required imaginative planning and design for a renovation to accommodate the consolidation of four departments onto the existing sixth floor of the building. Spaces below will remain occupied requiring phasing of construction around occupancy.

A second project takes an under utilized mezzanine floor of the building to be activated due to the need for a multi-purpose meeting and back-up Emergency Operations Center for the City. This project was funded with Federal Covid-19 Cares Act money which has to be spent before the end of 2020, requiring a extremely coordinated and focused response by all team members.

Outcome:
Sixth Floor: Remains unbuilt pending funding.

Mezzanine:
Design and construction documents were completed in two weeks to allow the construction team to meet the accelerated schedule requirement.

Services: (Design/Build) Planning, Design, Interiors, Furnishings
Const. Cost: $700,000
Size: 3,360 SF
Completed: 2021
Team: Bilbrey Construction
        App Architecture
        L2 Engineering - MEP
Client Contact: Andrew Marks, PE, Div. Manager
              andrew.marks@daytonohio.gov
              937.333.4010
RECENT PUBLIC RESTROOM PROJECTS

- **Restrooms Renovation**, Southern State Community College, Hillsboro, OH - 2022
- **Water Distribution Building Restrooms Renovation**, City of Dayton, Dayton, OH - 2021
- **Medical Office Building Restrooms Renovation**, Mercy Health, Urbana, OH - 2020
- **Early Learning Center New ADA Restroom**, Living Word Church, Vandalia, OH - 2020
- **Park Ridge Place ADA Restroom**, Bethany Village, Centerville, OH - 2019
- **Mercy Crest ADA Restrooms Renovation**, Mercy Health, Springfield, OH - 2018
- **Centennial Park ADA Restrooms**, City of Englewood, Englewood, OH - 2015
- **Golden Gate Park Restrooms**, City of Brookville, - 2014
- **ADA Restrooms & Locker Rooms Investigation**, Miami Valley Hospital, Dayton, OH - 2014

*Note: All A/E services for the City Hall Restrooms project will be performed in Montgomery County.*
App Architecture has completed numerous projects for public entities. Following is representative list of clients with projects completed within the past 10 years: (* indicates current projects)

- Montgomery County*
- Miami County*
- Darke County*
- Greene County
- City of Belbrook
- City of Brookville
- City of Dayton
- City of Englewood
- City of Fairborn
- City of Germantown
- City of Kettering
- City of Norton*
- City of Sidney
- City of Troy
- City of Wadsworth*
- City of Xenia*
- Village of Crooksville
- Bethel Township
- Beavercreek Township
- Harrison Township
- Jefferson Township
- Madison Township
- Miami Township
- Washington Township*
- Miami Conservancy District*
- Public Health Dayton & Montgomery County*
- Family Health (FQHC)*
- Five Rivers Health Center (FQHC)
- Northmont City Schools
- Miami University*
- Miami Valley Career Technology Center
- Sinclair Community College*
- Southern State Community College*
App Architecture Team Roles and Responsibilities:

Tim Bement - Principal-in-Charge: Tim will provide overall project oversight. He will specifically be responsible for Owner/Architect agreements, staffing assignments and quality control.

Curt Sparks - Project Manager: Curt will manage the design process, including the App Architecture team members. He will be responsible for coordination with the client and consultants. He is also responsible for budget and schedule management. He will serve as the day-to-day contact for the project.

Charlie Kent - Interior Designer: Charlie will be responsible for interior finishes selection.

Brenda Lynn - Estimator/Construction Administration: Brenda will provide construction estimating services as well as construction administration services.
Tim is one of three Principals at App Architecture. With excellent quality control being a key element of our brand, Tim reviews the final documents before they are released. As Principal-in-Charge he is responsible for general oversight as the project progresses, ensuring a smooth process, and exceeding expectations.

**RELEVANT PROJECT EXPERIENCE**

**City of Dayton Multi-Purpose Room**  
City Hall  
Dayton, Ohio (Role: PIC)  
Capitalize on an under utilized mezzanine floor to be activated as a multi-purpose meeting room and back-up Emergency Operations Center for the city. Speed to completion was top priority to meet the requirements of the funding.

**City of Dayton Restrooms**  
Water Distribution Building  
Dayton, Ohio (Role: PIC)  
Upgrades to 11 single user toilet rooms and 2 multi-user toilet/shower rooms to improve aesthetics, durability, cleanability, and accessibility issues for both office and maintenance shop environments.

**Mercy Health ADA Restroom Renovation**  
Mercy Crest Building  
Springfield, Ohio (Role: PIC)  
Update existing restrooms for ADA compliance and new finishes within the existing tight room configuration.

- Principal-in-charge
- Years of experience - 31 total/ 16 with App Architecture
- Ohio Architectural License #12305
- American Institute of Architects – National, State and Dayton Chapters
- City of Dayton Board of Zoning Appeals Member, 2015-present
- Leadership Dayton Class of 2020
- Bachelor’s of Architecture, Univ. of Cincinnati
- Experienced at overseeing complex, multi-phased projects.

**Current Workload:**
- Darke County Facility Analysis/ Master Plan - ongoing
- PIC for a new fire station, CD’s finish in Q2 2022.
- PIC for a new fire station, CD’s finish in Q1 2022.

“We were immediately struck by Tim’s professional and easy-going approach. His leadership led to the assembly of a team that designed and constructed a state-of-the-art fire station for the Brookville Fire Department that exceeded expectations, and stayed within budget. I encourage you to give every consideration to Tim and App Architecture when planning future projects. At no time did we regret our decision to work with App Architecture, and we certainly intend to partner with them on future projects.”

Chief Ronald Fletcher- City of Brookville Fire Department
Curt's attention to detail and ability to tackle complex tasks were honed while serving 20+ years in the military. As a Project Manager, he consistently generates detailed and well-coordinated construction documents. His dedication to excellence and result-oriented methodologies produces well thought out, attractive, efficient, and cost effective facilities.

RELEVANT PROJECT EXPERIENCE

Montgomery County Offices
Rebold Building Offices Relocation
Dayton, Ohio (Role: PM)

Accommodate two county departments, a computer training center, a conference center, restroom upgrades for ADA compliance and support space. Designed offices and facilities that will be efficient, inviting, and appropriate for the intended uses.

Montgomery County Restrooms
Administration Building
Dayton, Ohio (Role: PM)

Upgrades to 2 multi-user toilet rooms to address accessibility concerns while providing up to date aesthetics that address durability, low maintenance, and easy cleanability.

City of Dayton Restrooms
Water Distribution Building
Dayton, Ohio (Role: PM)

Upgrades to 11 single user toilet rooms and 2 multi-user toilet/shower rooms to improve aesthetics, durability, cleanability, and accessibility issues for both office and maintenance shop environments.

• Project Manager
• Years of experience: 11 years/9 with App Architecture
• American Institute of Architects
• Ohio Army National Guard - retired
• Master of Architecture, Miami University
• Skilled at coordinating all aspects of the project including Owner needs, sub-consultants work
• Produces quality bid documents, minimizing the need for field coordination and changes

Current Workload:
• PM for a new fire station, CD’s finish in Q2 2022.
• PM for a new fire station, CD’s finish in Q1 2022.
• Rebold Building 4th Floor Renovation CD’s finish in Q2 2022.

“...I wanted to send you a note thanking App Architecture for their care in preparing the construction documents... They were one of the most complete sets of drawings and specifications that I have used to build a project.”

Matt Huelsman, Project Manager
Shook Construction
Bringing to bear his experience in the area of designing for corporate environments, Charlie serves as Lead Interior Designer, collaborating closely with the design team weighing in on overall the aesthetic of the renovation. He recommends products and materials that will be aesthetically appropriate, functional, durable and cost effective. He will provide furnishings, window treatments and signage selections.

RELEVANT PROJECT EXPERIENCE

Montgomery County Offices
Reibold Building Offices Relocation
Dayton, Ohio (Role: ID)

Through a collaborative team effort, a cohesive materials palette was created that allows for each tenant to have options, yet maintaining a consistency. A palette of materials was also created for public restrooms for each floor.

Public Health - Dayton &
Montgomery County Clinics
Reibold Building Clinic Relocation
Dayton, Ohio (Role: ID)

Renovation included establishing a “branding” standard for the building with new color palettes and signage. Added scope included upgrade of restrooms.

City of Dayton Multi-Purpose Room
City Hall
Dayton, Ohio (Role: ID)

Funding streams had a firm deadline for committing funds. Expedited furnishings selections and procurement were necessary to meet the aggressive schedule for this fit-out.

- Interior Designer
- Years of experience - 33 total/20 with App Architecture
- International Interior Design Association - Associate Member
- National Council for Interior Design Qualifications (NCIDQ) - in process
- Adjunct Faculty, Sinclair Community College, Design Department
- Bachelor of Science in Interior Design, University of Cincinnati
- Experienced in designing/planning for retail, corporate, first responder, education and healthcare environments.
- Applies knowledge/research in the area of “best practices” with regard to appropriate material selections, life-cycle costs, durability, cleanability and timeless aesthetics to each design.

Current Workload:
- ID for a new MOB, requiring finishes selection due to finish Q1 2022.
- ID for a two floors in the Reibold building, requiring finishes and furnishings selection due to finish in Q2 2022.

Regarding Berry Women’s Health Center - “The design is brighter, calming, charming, feminine; overall it’s beautiful. I couldn’t be happier with the results.”

Mikki Clancy, Chief Operating Officer
Miami Valley Hospital
Brenda’s 25 years’ experience as a pre-construction manager and construction estimator for a general trade contractor uniquely positions her to provide quality estimating and construction administration services. She is well respected in her field resulting from her demeanor on the job site and by consistently being responsive, thorough, fair and respectful of all parties.

**RELEVANT PROJECT EXPERIENCE**

- **Montgomery County Offices**
  Reibold Building Offices Relocation
  Dayton, Ohio (Role: Estimating/CA)
  Accommodate two county departments, a computer training center, a conference center, **restroom upgrades for ADA compliance** and support space.
  Designed offices and facilities that will be efficient, inviting, and appropriate for the intended uses.

- **Montgomery County Restrooms**
  Administration Building
  Dayton, Ohio (Role: Estimating/CA)
  Upgrades to 2 multi-user toilet rooms to address accessibility concerns while providing up to date aesthetics that address durability, low maintenance, and easy cleanability.

- **City of Dayton Restrooms**
  Water Distribution Building
  Dayton, Ohio (Role: Estimating/CA)
  Upgrades to 11 single user toilet rooms and 2 multi-user toilet/shower rooms to improve aesthetics, durability, cleanability, and accessibility issues for both office and maintenance shop environments.

- **Estimator/Construction Administration**
- **Years of experience - 30 total/5 with App Architecture**
- **Healthcare Construction Certificate - ASHE 2017**
- **Bachelor of Science in Construction Management, University of Cincinnati**
- **Knowledgeable/experienced in construction infection control best practices in occupied healthcare environments.**
- **Brenda provides oversight for construction administration services setting quality and consistency standards for the firm. She also provides probable construction cost analysis for both conceptual and final design solutions.**

**Current Workload:**
- **CA services for a hospital addition, services will be completed in Q3 2022.**
- **CA services for a new Fire Station starting in Q3 2022.**
- **CA services for renovations in the Reibold building starting in Q3 2022.**

“App’s team is professional at every step of the process. They listen well, keep confidence, communicate well, and provide realistic estimates of the expected cost. On every project, App Architecture has met or exceeded design schedule expectations.”

Julia Gourley, PE, Montgomery County Facilities Management
Richard Simpkins, PE, LEED AP BD+C
Co-Founder, Electrical Engineer

As Co-Founder and Project Manager, Rich is responsible for project coordination and leading the direction of L2 Engineering MEP services. He is involved in all aspects of MEP projects, including resource management, cost estimations, proposal writing, scheduling, design, and QA/QC. He also works with L2e’s Operational team to identify and integrate new technology applications, and develops best-practices the MEP design service line. Rich alleviates the stress inherent in design processes through detailed planning, and by remaining accessible and responsive to clients throughout the life of their projects. With over 19 years of experience in electrical engineering design and 10 years in project management, he is skilled at tapping into his team’s full potential by cultivating a collaborative and empowering work environment. Clients recognize his company’s expertise in innovative design, and frequently turn to him for reliable solutions to complex and time-sensitive problems.

Project Experience

Dodd Dental, ALT Architecture, Inc. -- Beaver Creek, Ohio. HVAC and Plumbing Engineer. Jeff was responsible for the modifications to the HVAC system to accommodate the changes to the space and plumbing associated with the new exam chairs and medical vacuum equipment. Jeff also designed the code compliant ventilation system for the oxygen storage area.

Modula Office Renovation, APP Architecture -- Franklin, Ohio. Electrical Engineer – L2 Engineering was the MEP designer of record for the office improvements at Modula. Modula is an international custom industrial storage and organization solutions company who purchased the previous Dayton Daily News building. Large renovation work included removal of old process equipment and specialized environmental spaces for new office space. Electrical systems included new lighting, power distribution and data design for the new office space and display room.

Dayton City Hall First Floor Office Remodel, APP Architecture/Bibbrey Construction. /Dayton, Ohio. Electrical Engineer – L2e was the MEP designer for the remodel of the finance office in the Dayton City Hall building. This remodel consisted of open and closed offices with small conference rooms. Existing utilities were utilized while budget and schedule were considered during the design/build approach.

Dayton City Hall Mezzanine Multipurpose Room, APP Architecture/Bibbrey Construction. /Dayton, Ohio. Electrical Engineer – L2e was the MEP designer for the remodel of the finance of the mezzanine in Dayton City Hall building into a training room. Existing utilities were utilized while budget and schedule were considered during the design/build approach.

Water Distribution Building – Restroom Renovations, APP Architecture/Dayton, Ohio. Electrical Engineer – L2e was the MEP designer for the remodel of all the restrooms in the Dayton Water Distribution building. New lighting and exhaust fans were included in the remodel utilizing LED lighting fixtures and automatic control.

Years of Experience
23 years

Education
Bachelor of Science, Electrical Engineering, Ohio University

Training and Certifications
Kettering Leadership Academy, Kettering, Ohio, 2005
Trane HVAC Class, 2004
Dale Carnegie Course, Dayton, Ohio, 2003

Professional Registration
LEED AP Legacy
Professional Engineer, Ohio,
Professional Engineer, Kentucky,
Professional Engineer, Indiana,
Professional Engineer, Georgia,
Professional Engineer, Florida,
Professional Engineer, Arizona
Professional Engineer, Arkansas
Professional Engineer, Alabama
Professional Engineer, Nevada
Professional Engineer, South Carolina
Professional Engineer, Wisconsin

NCEES National Record
Jeffrey Wetzel, PE
Co-Founder, Mechanical Engineer

Mr. Wetzel has experience in the design and management of mechanical systems for governmental, commercial and industrial clients. These designs include HVAC, industrial ventilation, hydronic piping, and process piping.

Mr. Wetzel also has experience in the management and supervision of mechanical system installations. The various duties included cost estimating and bid preparation, equipment and material preparation, and project scheduling.

Project Experience

**Dayton City Hall First Floor Office Remodel, APP Architecture/Bibbrey Construction** – **Dayton, Ohio.** HVAC/Plumbing Engineer – L2e was the MEP designer for the remodel of the finance office in the Dayton City Hall building. This remodel consisted of open and closed offices with small conferencing rooms. Existing utilities were utilized while budget and schedule were considered during the design/build approach. The HVAC system was replaced with a VRF type system to match the new City Hall HVAC Masterplan.

**Montgomery County @ Westown, Moda 4 Architects** – **Dayton, Ohio.** HVAC/Plumbing Engineer – L2e was the MEP designer for 12,000 square feet of tenant improvements at Westown Shopping Center for the Montgomery County youth services. A previous supermarket was converted to spaces for education, office and conference use. Existing rooftop HVAC equipment was replaced, and new ductwork provided throughout. A combination of single zone and multi-zone variable airflow rooftop units were utilized.

**Modula Office Renovation, APP Architecture** – **Franklin, Ohio.** HVAC/Plumbing Engineer – L2 Engineering was the MEP designer of record for the office improvements at Modula. Modula is an international custom industrial storage and organization solutions company who purchased the previous Dayton Daily News building. Large renovation work included removal of old process equipment and specialized environmental spaces for new office space. HVAC systems included large indoor and outdoor central air handling units utilizing central chilled water and hot water plants.

**Dayton City Hall First Floor Office Remodel, APP Architecture/Bibbrey Construction.** – **Dayton, Ohio.** HVAC/Plumbing Engineer – L2e was the MEP designer for the remodel of the finance office in the Dayton City Hall building. This remodel consisted of open and closed offices with small conferencing rooms. Existing utilities were utilized while budget and schedule were considered during the design/build approach.

**Dayton City Hall Mezzanine Multipurpose Room, APP Architecture/Bibbrey Construction.** – **Dayton, Ohio.** HVAC/Plumbing Engineer – L2e was the MEP designer for the remodel of the finance of the mezzanine in Dayton City Hall building into a training room. Existing utilities were utilized while budget and schedule were considered during the design/build approach.

**Water Distribution Building – Restroom Renovations, APP Architecture/Dayton, Ohio.** HVAC/Plumbing Engineer – L2e was the MEP designer for the remodel of all the restrooms in the Dayton Water Distribution building. New plumbing fixtures and exhaust fans were designed for the new restrooms. This includes a new shower room exhaust fan.

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**Years of Experience**
22 years

**Education**
Bachelor of Science, Mechanical Engineering, Wright State University

**Professional Registration**
Professional Engineer, Ohio
Professional Engineer, Indiana
Professional Engineer, Texas
Professional Engineer, Maryland
Professional Engineer, New Jersey
NCEES National Record

**Professional Membership**
ASHRAE National Chapter

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February 10, 2022
Design Process:
App Architecture’s approach to design is based on the following critical components:

- **Listen and Learn**: A key component of a successful process is communication, which starts with listening. Meeting with key stakeholders, our objective is to listen and learn for the purpose of understanding the needs and objectives associated with the project and then working collaboratively to prioritize the objectives. Clear objectives relative to budget and schedule are paramount at this early stage.

- **Explore Alternatives/Communicate Ideas**: App Architecture works to bring forth design ideas that will meet the expressed needs in a creative, practical, functional manner. These ideas are presented with open minds, soliciting input and direction through an interactive process.

- **Consensus Building/Decision Making**: App Architecture works with all stakeholders to develop a consensus, enabling decisions to be made with the prioritized objectives at the forefront.

Project Control:
App Architecture will effectively communicate with all members of the design team throughout the entire process. Assigning an experienced Firm Principal/Owner to this project in addition to the Project Manager is a unique quality afforded on every project. This assures the team that they have access to someone knowledgeable about the project at any given time.

Quality Control:
Managing the process of developing bid documents that precisely convey the design intent is key so that the bidders are well informed of expectations. App Architecture deploys an in-house quality control review process that has “fresh eyes” review the documents at critical points. This includes a thorough coordination of sub-consultant documents into the overall set of bid documents. This document review is conducted by the Principal-in-Charge.

Project Budget and Schedule Control:
Our design team will gain an early understanding of the project budget and schedule to assure we understand the funds available and the critical milestone dates. Cost estimates are completed at each phase of the design to verify the design is within the budget. As design decisions are made, information on cost implications are provided to allow for better decision making.

Historically, the majority of App Architecture’s projects are within single digit percentage differentials when comparing the actual bid amount to the official architect/engineer estimate.

Workload Capacity/Availability:
Our team members are available to begin in February 2022 per the published schedule. Refer to the Organization Chart which reflects the team members assigned to this project and to their individual resumes for information relative to current work assignments. We understand the intended completion of construction for the Base Bid scope (three floors) prior to December 2023 and will work together with you to effectively execute the design and engineering effort to meet your objectives. Refer to our schedule included in the Appendix.
Our Mission
To provide innovative architectural design addressing highly complex issues while enhancing the quality of life

Our Vision
To be architectural design leaders in the markets we serve through our consistent delivery of creative ideas and design problem resolution

Our Values
Integrity • Follow Through • Reliability
Collaboration • Community Support

Client Feedback
“The firm of App Architecture is a professional and results driven organization that I would recommend to any business, hospital or government entity for completed architectural services and site management.”

Terry Barlow, Chief of Police, Fairborn Police Dept.

“The Madison Fire District selected App Architecture based on the following qualities: listening skills, incorporating all agreed upon ideas and suggestions and effectively communicating with the customer.”

Chief Gene Lutz, Madison Fire District, Retired

“We find every member of the App Architecture team to be responsive to our needs and committed to a successful outcome. Their attention to detail is very thorough which limits unplanned occurrences resulting in budget overruns.”

Craig Lannoye, VP Ops., Wilson Health, Retired
Provide at least three (3) references for which the Firm has performed services within the past five (5) years that are similar to the requirements in the Statement of Work. Provide the reference name, address, email address, telephone numbers and date of contract (Form provided).

B) Qualifications of Staff
Provide a graphic and narrative description of the organizational structure for the provision of services to the City, specifically outlining each individual’s primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), architect(s), and other individuals who will be assigned to coordinate the activities of the Firm must be identified. Provide professional qualifications and experience (resume is sufficient) within the past five (5) years for all individuals identified for engagement, as well as a narrative description of similar project experience. Resumes of Firm principals are not required unless they are proposed as active, integral members of the project team.

C) Ability to Address RFP Requirements/Project Timeline
The Firm must describe your availability to the City and your approach for managing the project. The Firm must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work. The Firm shall also provide a schedule with an anticipated starting date listed in Section 1.02 (RFP Schedule). This schedule shall be detailed enough to highlight meeting project milestones, other important dates, necessary updates with the City, and anticipated completion date. It is imperative that the schedule listed, provided, and developed between the City & the successful Firm must be strictly met.

2.05 PRICING STRUCTURE.
Prices proposed will remain Firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available.

➢ Cost Proposal/ Item Pricing
*See Professional Services Proposal Letter for further breakdown of services and allowances.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Restroom Design &amp; Construction Administrative Services</td>
<td>$ 69,700</td>
</tr>
<tr>
<td>Add Alternate No. 1 Design &amp; Construction Administrative Services</td>
<td>$ 15,844</td>
</tr>
<tr>
<td>Add Alternate No. 2 Design &amp; Construction Administrative Services</td>
<td>$ 13,646</td>
</tr>
<tr>
<td>Add Alternate No. 3 Design &amp; Construction Administrative Services</td>
<td>$ 13,646</td>
</tr>
</tbody>
</table>

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender.
February 15, 2022

Mr. Andrew Marks  
City of Dayton  
Division of Property Management  
101 West Third Street  
Dayton, Ohio 45402  

Subject: City Hall Restroom Design & Construction Administration Services

Dear Mr. Marks:

We appreciate your consideration of the App Architecture team for design of the City Hall Restroom project. This proposal is based on a project that includes renovation of three floors (2nd, 3rd and 5th) of Men’s and Women’s restroom facilities. In addition to this base scope, alternates are provided per the Request for Proposal (RFP) for three additional floors of Men’s and Women’s restroom facilities as noted below:

• Add Alternate No. 1, Basement Men’s (1) and Women’s (2)
• Add Alternate No. 2, First Floor Women’s and Sixth Floor Men’s
• Add Alternate No. 3, Fourth Floor Men’s and Women’s

The cost for this project is budgeted at $250,000 to $325,000 for construction, inclusive of abatement testing/reporting, and A/E fees. We understand the project will be publicly bid, utilizing single prime contracts.

Our scope of services will include normal architectural, plumbing, mechanical, and electrical design (MEP) as outlined in the RFP and Professional Services Agreement (PSA). MEP services will be provided by L2 Engineering consulting engineers.

We understand that the project may require hazardous material abatement. Inspection services, provided by Helix Environmental, have been included in our scope for asbestos and lead-based paint per the RFP. An allowance has been provided for the preparation of hazardous material plans/specifications for bidding purposes should they be necessary. Once the testing effort has been completed and the scope of any necessary abatement has been quantified, a firm lump sum fee will be provided.

Structural Engineering services are not anticipated, however should incidental services be necessary these will be provided by L2 Engineering’s in-house structural engineer. An allowance for these services has been provided.
Our services will be as detailed in your RFP, PSA and as noted below:

- Meet with Owner’s Design Committee to review the overall project, confirm project goals, budget and establish guiding design principles.
- Site investigation including field documentation of the existing floor plan. Assessment of existing MEP systems condition for reuse.
- We anticipate design meetings with Owner’s Design Committee to review and approve design options and interior finishes. We have budgeted five meetings for design review/approvals (meetings will be a combination of in-person and virtual meetings).
- Coordinate with the City of Dayton Building Inspection Department to discuss appropriate building code issues as required.
- Prepare a Probable Cost of Construction for the project upon the completion of each design phase (Schematic Design, Design Development and CD’s).
- Provide Interior Design services to select interior finishes.
- Information associated with products/materials will be in the form of expanded construction notes and specifications on drawings. Book format specifications will be provided for Div. 0 and Div. 1 sections.
- Bid documents will include raceway/conduit pathways for security/access control systems and door operators as appropriate. Security, fire alarm and access control systems will match the existing building systems. IT cabling design is not included.
- Provide a detailed demolition floor plan for Helix Environmental to incorporate into their abatement bid documents.
- Prepare Construction Documents for competitive public bidding and make submission for General Building Permit to the City of Dayton. This will include a construction phasing plan necessary to maintain occupancy.
- Bidding services include attendance in-person at one pre-bid meeting. We will address all RFI’s and issue addendums as appropriate. We will also assist with a bid evaluation.
- Contract Administration (CA) includes the following quantity of visits based on a 36-week duration of construction which will completed in three phases for the base scope (three floors): Architectural – 16 progress meetings/site visits (includes one pre-con meeting), 6 punch visits (two per phase). MEP – 6 site visits
- Should the Add Alternate design scope be approved, CA visits will be 5 per floor (architectural) and 2 visits per floor (MEP)
- Prepare Record Drawings in electronic format based on contractor field mark-ups.

We will deliver one drawing package sufficient for building permit submission and competitive public bidding. We propose to provide these services for the following fee:

**Base Bid Restroom Design & Construction Administration Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base architectural services</td>
<td>$47,450</td>
</tr>
<tr>
<td>Base MEP services</td>
<td>$16,170</td>
</tr>
<tr>
<td>Hazardous Material Testing/Reports</td>
<td>$6,080</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$69,700</strong></td>
</tr>
</tbody>
</table>
*Based on recent pricing of $142,000 for similar work at the Montgomery County Administration Building and given the stated budget for the City Hall work, we anticipate that perhaps only two floors may be feasible in this initial funding cycle. We are open to revising this lump sum fee based on a base bid scope of two floors vs. three.

**Base Bid Restroom Design Allowances**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abatement Plan/Specifications Bid Documents Allowance</td>
<td>$3,000</td>
</tr>
<tr>
<td>Structural Engineering Allowance</td>
<td>$1,100</td>
</tr>
<tr>
<td>Reimbursables (plan review fees/printing)</td>
<td>$700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,800</strong></td>
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</table>

**Alternate Restroom Design & Construction Administration Services**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add Alternate No. 1, Basement Men’s (1) and Women’s (2)</td>
<td>$15,844</td>
</tr>
<tr>
<td>Add Alternate No. 2, First Floor Women’s and Sixth Floor Men’s</td>
<td>$13,646</td>
</tr>
<tr>
<td>Add Alternate No. 3, Fourth Floor Men’s and Women’s</td>
<td>$13,646</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$43,136</strong></td>
</tr>
</tbody>
</table>

Our expectation is that the Owner’s decision/approval process pertaining to the project will be made in a timely manner in order to avoid unreasonable delay or rework of the design. Fees are based on an orderly and sequential progress of the design services as per the published schedule provided in the RFQ.

The base scope fee will be broken down by phase as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td>28%</td>
</tr>
<tr>
<td>Design Development</td>
<td>16%</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>21%</td>
</tr>
<tr>
<td>Bidding</td>
<td>1%</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>34%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
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</table>

**Assumptions/Understandings:**

Our proposal is based on the following assumptions/understandings:

- It is understood that the decision to accept alternates 1-3 will occur at the end of Schematic Design once the budget pricing is available. Therefore, the effort associated with these alternates will be completed in parallel to the base scope, producing one set of bid documents.
- Per the RFP we assume that no 2D or 3D modeling files or floor plans are available. Therefore, effort has been included in our fee to create floor plan CAD files.
- It is assumed that the City of Dayton will provide the Div. 0 specification sections.
- It is assumed that the City of Dayton will be responsible for abatement removal testing or assign this to the General Contractor.
- Window units will be examined, and any necessary improvements will be included in our effort.
Mr. Andrew Marks  
February 15, 2022

- If the opportunity presents itself and it makes sense, exterior insulation will be specified for exterior walls as appropriate.
- Existing radiant heating units will remain.
- MEP consulting services anticipates some field coordination during construction will be required due to existing conditions; time has been included in the fee to meet on site to assist in resolving issues. Assistance in trouble shooting installation or operational issues on site where the issues are a result of engineering design is included. Where the issues are caused or discovered to be caused by the action of others, engineering effort may be considered an additional service.

Exclusions:

The following items are excluded from our scope of services. Separate quotes can be provided should these services be requested:

- Interior Design services associated with art and accessory items.
- Temperature controls drawings.
- Arc flash coordination study.

Potential Additional Services: (Provided at standard hourly rates, or negotiated lump sum)

- Change Order Bulletins due to unforeseen field conditions or Owner requested changes.
- Excessive evaluation of product substitution requests.
- Additional construction field observation visits beyond those outlined in the RFP.


We maintain professional liability insurance, and hereby add the following: “To the maximum extent permitted by law, the Client agrees to limit the Design Professional’s liability for Client damages to the Design Professional’s total fee for services. This limitation shall apply regardless of the cause of action or legal theory asserted.”

We appreciate the opportunity to submit our fee proposal for this project. Let us know if you have any questions or need any additional information.

Sincerely,

[Signature]

Timothy J. Bement, AIA  NCARB LEED AP BD&C  
Principal

App Architecture is a WBENC certified Women’s Business Enterprise
# Proposed Schedule

**DATE:**
2/15/2022

**PROJECT:**
City of Dayton - City Hall Restroom Design

<table>
<thead>
<tr>
<th></th>
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<td>8</td>
<td>15</td>
<td>22</td>
<td>29</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

- **Start-up**
  - Notice To proceed: X
  - Kick-off meeting: X
- **Site Investigation**
  - Create exist. floor plans
  - Field Investigation: X (document existing condition floor plans)
  - Hazardous Material Test: (report by April 4)

- **Schematic Design**
  - Design Review Mtgs: X X (Base scope & Alternate scope) (25% Review)
  - Define abatement scope
  - SD Estimate: (includes abatement estimate)
  - Owner Sign-off: (Determine if Add Alternates design scope is approved)

- **Design Devlop.**
  - Design Review Mtgs: X X (75% Review)
  - DD Estimate
  - Owner Sign-off: Θ
  - Abatement Specs/Plans

- **CD's**
  - Design Review Mtgs: X (100% Review)
  - CD Estimate
  - Quality Control: QC
  - Owner Sign-off: Θ

- **Bid/Permits**
  - Contract Award
  - Notice to Proceed
  - Mobilize: Θ

- **Construction Admin.** (Target August 29 construction start)
  - Base Scope (3 floors): (14 wks/floor) (occupy last floor June 12, 2023)*

*Includes 2 wks of abatement prior to each construction phase*
City of Dayton
Affirmative Action Assurance (AAA) Certification

The City of Dayton Human Relations Council certifies that

App Architecture

has provided assurance that a program of Affirmative Action will be maintained to implement
a non-discrimination policy in doing business with the City of Dayton, as described in the City
of Dayton Revised Code of General Ordinances (RCGO) Sections 35.14, 35.15 and 35.16.

#18727 AAA Affirmative Action Assurance

10/28/2022 Expiration Date

Executive Director
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The James B. Oswald Company
1100 Superior Avenue, Suite 1500
Cleveland OH 44114

INSURED
App Architecture, Inc.
615 Woodside Drive
Englewood OH 45322

CONTACT NAME: Noelle Boyd
PHONE (A/C, No, Ext): 216-367-4954
FAX (A/C, No): 216-839-2815
E-MAIL ADDRESS: rrboyd@oswaldo compan y.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity Company
INSURER B: Phoenix Insurance Company
INSURER C: Travelers Property Casualty Company Of America
INSURER D: XL Specialty Insurance Co.

CERTIFICATE NUMBER: 600692459
REVISION NUMBER:

COVERAGE

<table>
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<tr>
<th>INSR #</th>
<th>TYPE OF INSURANCE</th>
<th>ADD/ SUBR ISDN, WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
<td>Y Y 660-7H12330A-21-47</td>
<td>2/15/2021</td>
<td>2/15/2022</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td>MED EXP $10,000</td>
</tr>
</tbody>
</table>

B AUTOMOBILE LIABILITY

| ANY AUTO | OWNED AUTOS ONLY | HIRED AUTOS ONLY | SCHEDULED AUTOS | NON-OWNED AUTOS ONLY | Al Primary | Y Y BA-4R168689-21-47-G | 2/15/2021 | 2/15/2022 | COMBINED SINGLE LIMIT (Ea accident) $1,000,000 | BODILY INJURY (Per person) $ | BODILY INJURY (Per accident) $ | PROPERTY DAMAGE (Per accident) $ |

C UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE | Y Y CUP-8K04114-21-47 | 2/15/2021 | 2/15/2022 | EACH OCCURRENCE $2,000,000 | EXCLUDES PROFESSIONAL $ |

A WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY AN/ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED? (Mandatory in NH)

| Y | N/A | Y 680-7H12330A-21-47 | 2/15/2021 | 2/15/2022 | PER STATUTE X OTHER $1,000,000 | E.L. EACH ACCIDENT $1,000,000 | E.L. DISEASE - E.A. EMPLOYEE $1,000,000 | E.L. DISEASE - POLICY LIMIT $1,000,000 |

D Professional Liability Claims Made Retro Date 01/01/1983

| N | Y DPR9673520 | 2/15/2021 | 2/15/2022 | Each Claim Aggregate Pollution & Envir. $2,000,000 | Liability Included |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER

Specimen

For Purposes of Evidencing Coverage Only OH 45322

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
**Request for Taxpayer Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<table>
<thead>
<tr>
<th>Give Form to the requester. Do not send to the IRS.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>App Architecture, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business name/disregarded entity name, if different from above</th>
</tr>
</thead>
</table>

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

**Note**: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

<table>
<thead>
<tr>
<th>Other (see instructions)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address (number, street, and apt. or suite no.) See instructions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>615 Woodside Dr.</td>
</tr>
<tr>
<td>Englewood, OH 45322</td>
</tr>
</tbody>
</table>

**Part I**

**Taxpayer Identification Number (TIN)**

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

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

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 1 1 0 9 5 0 4 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 1 - 1 0 9 5 0 4 1</td>
</tr>
</tbody>
</table>

**Part II**

**Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person

Date: 5-17-21

**General Instructions**

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

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

**Purpose of Form**

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.
City Manager’s Report

From: 2390 - Planning, Neighborhoods & Dev./Development (HUD Programs)
Supplier, Vendor, Company, Individual
Name: St. Vincent de Paul Social Services, INC.
Address: 124 W. Apple St.
Dayton, Ohio 45402

Date: June 29, 2022
Expense Type: Contract Modification
Total Amount: $46,800.00 thru 9-30-2022

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Solutions Grant (ESG)</td>
<td>25002-2390-1159-31-PL1952</td>
<td>$46,800.00</td>
</tr>
</tbody>
</table>

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

Description

Emergency Solutions Grant – St. Vincent Rapid Rehousing Amendment

The Department of Planning, Neighborhoods & Development requests approval to amend an Agreement with St. Vincent de Paul Social Services, INC. in the amount of $46,800.00. The original agreement was for $103,602.16, bringing the total contract to $150,402.16.

The extension and budget increase allows St. Vincent to provide funding to assist homeless households to achieve stability and permanent housing through the Rapid Rehousing Program.

These funds are provided through the 2020 Emergency Solutions Grant (ESG) funding from the U.S. Department of Housing & Urban Development (HUD) to improve the quality of existing emergency shelters and provide critical social and supportive services necessary to assist homeless individuals in becoming self-sufficient.

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

This Agreement is funded using remaining Emergency Solutions Grant – FY2020 ESG Funds.

This Agreement shall commence upon execution, and it shall terminate on September 30, 2022.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

E-SIGNED by Chris Lipton
on 2022-06-23 19:27:25 GMT

Division
E-SIGNED by Todd Kinskey
on 2022-06-23 19:33:57 GMT

Department

City Manager

FORM NO. MS-16

Updated 10/2019
**CERTIFICATE OF FUNDS**

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

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>upon execution</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>9/30/2022</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 150,402.16</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 103,602.16</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 46,800.00</td>
<td></td>
</tr>
</tbody>
</table>

<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>

<table>
<thead>
<tr>
<th>Original CT/CF</th>
<th>25002 - 2390 - 1159 - 31 - PL1952 - XXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Encumbrance</td>
<td>$ 46,800.00</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| Amount: | 46,800.00 |
| Fund Code | 25002 - 2390 - 1159 - 31 - PL1952 - XXXX |
| Fund Org Acct Prog Act Loc | |

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

**Attach additional pages for more FOAPALs**

**Vendor Name:** St. Vincent de Paul Social Services, INC.  
**Vendor Address:** 124 W. Apple St., Dayton, OH 45402-2617  
**Federal ID:** 311132259  
**Commodity Code:** 96199  
**Purpose:** Funding for 2020 Emergency Solutions Grant with St. Vincent de Paul Social Services, INC. to assist homeless households to achieve stability and permanent housing as soon as possible through Rapid Rehousing program.  
**Contact Person:** Beth Wilson - 3688


**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:** 6/21/22  
**Date:** 6/21/22  
**CF Prepared by:** [Signature]  
**Date:** 6/21/22  
**CF/CT Number:** CT21-3049  
**CORD #1:**  
**SA 06/31/2022:**
June 16, 2022

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

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

SUBJECT: Subrecipient Agreement – 2020 Emergency Solutions Grant St. Vincent de Paul Social Services, INC.

The Department of Planning, Neighborhoods & Development requests approval to amend an Agreement with St. Vincent de Paul Social Services, INC. (St. Vincent). This amendment extends the agreement and increases the contract authority by $46,800.00, bringing the total agreement to $150,402.16.

This amendment allows St. Vincent to extend Rapid Rehousing services to homeless households or those at risk of homelessness. These additional funds are provided through the remaining balance of the 2020 Emergency Solutions Grant (ESG). The City of Dayton has been awarded 2020 ESG funding from the U.S. Department of Housing & Urban Development (HUD) to improve the quality of existing emergency shelters and provide critical social and supportive services necessary to assist homeless individuals in becoming self-sufficient.

Due to the reallocation of funding from 2020 ESG projects coming in under budget or not moving forward as anticipated, there are additional funds available that must be utilized by September 30, 2022. It was determined that St. Vincent has the capacity to use the additional funding for the rapid rehousing program. The continued partnership with St. Vincent will further support the City’s efforts to prevent homelessness.

This amendment will adjust the time of performance and increase the budget by $46,800.00 to allow St. Vincent to continue the provision of rapid rehousing services to households experiencing homelessness and/or at risk of homelessness. Rapid rehousing provides time-limited rental and utility assistance services to eligible households with the goal of helping these households move as quickly as possible into permanent, stable housing.

This amendment is a continuation of St. Vincent’s rapid rehousing agreement and works in tandem with the additional funding provided previously for Shelter Operations and Shelter Renovations to support homelessness prevention efforts. Unlike the capital improvements and operations associated with the Gateway Shelter system, this amendment will provide direct assistance to individuals at risk of homelessness to ensure they remain in stable and affordable housing.

The City of Dayton will ensure that St. Vincent de Paul Social Services, INC. will comply with all ESG regulations through reporting and monitoring annually.

TMK/bw

C: Mr. Parlette, Ms. Lofton, Mr. Lipson, Ms. Geist, Ms. Wilson
FIRST AMENDMENT TO THE EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
ST. VINCENT DE PAUL SOCIAL SERVICES, INC. – RAPID REHOUSING PROGRAM
CFDA 14.231

THIS FIRST AMENDMENT, entered into this ___ day of _______________, 2022,
is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio
(hereinafter called “City,”) and ST. VINCENT DE PAUL SOCIAL SERVICES, INC., a not-
for-profit corporation organized under the laws of the State of Ohio, (hereinafter referred to as
“Subrecipient”).

WITNESSETH, THAT:

WHEREAS, The United States Department of Housing and Urban Development
(“HUD”) awarded the City grant funding under the “Emergency Solutions Grant Program,” as
authorized by the Stewart B. McKinney Homeless Assistance Act, including Subpart B of Title
IV of the Act; and

WHEREAS, on September 8, 2021, the City executed an Agreement (“Agreement”)
between the City and Subrecipient to fund capital projects by St. Vincent De Paul Social
Services, INC.; and

WHEREAS, pursuant to the terms of the Agreement the City and the Subrecipient may
amend it by a writing that references the original Agreement, is executed by a duly authorized
representative of each party, and is approved by the Commission of the City of Dayton when
required; and

WHEREAS, the parties desire to amend the original Agreement to extend the contract
term so the Subrecipient can continue to manage the Rapid Rehousing program; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained
herein and benefit to be derived by the parties from the execution of the Amendment, the City
and Subrecipient hereby agree to the following:

1. Section I, GRANT OF FUNDS, will be deleted in its entirety and replaced by the
   following:

I. GRANT OF FUNDS

The City grants the Subrecipient a portion of its 2020 Emergency Solutions Grant Program award
from HUD in an amount not to exceed ONE HUNDRED FIFTY THOUSAND FOUR
HUNDRED TWO DOLLARS AND SIXTEEN CENTS ($150,402.16) for the costs of
managing and operating the Program.

2. EXHIBIT “B”, PROGRAM BUDGET, will be deleted in its entirety and replaced
   by the following:

EXHIBIT B

1
PROGRAM BUDGET

The Subrecipient will be reimbursed for eligible costs shown in the following budget and based on the appropriate documentation up to a maximum of $150,402.16 per the term of the Agreement.

<table>
<thead>
<tr>
<th>Eligible Activities</th>
<th>City ESG FY2020 Activity Amount</th>
<th>Matching Funds Activity Amount</th>
<th>Project Total Activity Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Management</td>
<td>$46,971.30</td>
<td></td>
<td>$46,971.30</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$83,430.86</td>
<td></td>
<td>$82,430.86</td>
</tr>
<tr>
<td>Financial Assistance</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Housing and Relocation &amp; Stabilization Services</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Human Services Levy</td>
<td></td>
<td>$150,402.16</td>
<td>$150,402.16</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$150,402.16</strong></td>
<td><strong>$150,402.16</strong></td>
<td><strong>$300,804.32</strong></td>
</tr>
</tbody>
</table>

3. Section III, TIME OF PERFORMANCE, will be deleted in its entirety and replaced by the following:

III. TIME OF PERFORMANCE

This Agreement shall be effective upon execution by the City and shall terminate on September 30, 2022. The services and work to be performed by the Subrecipient shall commence August 1, 2021, through September 30, 2022, at which time all work must be satisfactorily completed in compliance with this Agreement.

4. Except as amended hereby, all terms, covenants, and conditions contained in the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the City and Subrecipient, each by a duly authorized officer, have executed this First Amendment as of the date first set out above.

CITY OF DAYTON, OHIO

City Manager

Date

ST. VINCENT DE PAUL SOCIAL SERVICES, INC.

By: [Signature] [Jun 16, 2022 13:59 GMT+1]

Title: Executive Director

Jun 16, 2022

Date

APPROVED AS TO FORM
AND CORRECTNESS:

6/16/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

, 2022

Min. / Bk. _____ Page_______

Clerk of Commission
From 3460 - Water/Water Reclamation

Supplier, Vendor, Company, Individual

Name Shook Construction Co.

Address 2000 West Dorothy Lane
Moraine, OH 45439

Date June 29, 2022

Expense Type Award of Contract

Total Amount $165,000.00 (thru 12/31/2023)

Fund Source(s)                Fund Code(s)                        Fund Amount(s)
2022 Sanitary Capital Fund (Cash) 55003-3460-1424-54-SF2202  $165,000.00

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

Description

WATER RECLAMATION FACILITY ADMINISTRATION BUILDING REMODEL
(10.12% MBE, 5.01% SBE and 5.03% WBE PARTICIPATION GOAL/
10.12% MBE, 6.34% SBE and 5.03% WBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Shook Construction Co. in the amount of $165,000.00 for the Water Reclamation Facility (WRF) Administration Building Remodel project. This project will create two new offices in the Administration building and reconfigure the copier/ work room to allow for more efficient use of the current space. The Division needs to reallocate resources due to staffing needs that were outside of the building envelope. This amount includes the base bid of $148,250.00 and Alternate No. 1 - Extending wall above existing ceiling $7,900.00 and a portion of Alternate No. 2 - Contingency allowance $8,850.00. This project consists of interior alterations to a portion of the Administration Office Building at the WRF to repurpose and reconfigure existing workspaces into offices. Work includes modifications to walls, doors, electrical systems, HVAC systems and finishes as required.

One bid was received for this project on June 2, 2022 from Shook Construction Co. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was $150,000.00. The time of completion is October 31, 2022. The expiration date identified on the Certificate of Funds is December 31, 2023.

This project is being funded using 2022 Sanitary Capital Fund (Cash).

A Certificate of Funds, Tabulation of Bids, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$165,000.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>55003</th>
<th>3460</th>
<th>1424</th>
<th>54</th>
<th>SF2202</th>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th></th>
</tr>
</thead>
</table>

---

**Attach additional pages for more FOAPALs**

Vendor Name: Shook Construction Co.
Vendor Address: 2000 West Dorothy Lane Moraine Ohio 45439
Federal ID: 31-0443680
Commodity Code: 91065
Purpose: Award of Contract for the Water Reclamation Facility Administration Building Remodel.

Contact Person: Lisa Burton-Yates

**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: 6/16/2022

CF/CT Number: CT22-3013

Date: 6/16/22

Finance Department

October 18, 2011
June 15, 2022

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

          (10.12% MBE, 5.03% WBE, 5.01% SBE Participation Goal)

The HRC recommendation is to award the above contract to Shook Construction. They submitted the lowest and best bid for this project.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shook Construction</td>
<td>$148,250.00</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>HOMES BY TPG CONSTRUCTION</td>
<td>$15,000</td>
<td>10.12% MBE</td>
</tr>
<tr>
<td>HOMES BY TPG CONSTRUCTION</td>
<td>$7,427.33</td>
<td>5.01% SBE</td>
</tr>
<tr>
<td>STAUB CLEANING</td>
<td>$1,460.00</td>
<td>.98% WBE</td>
</tr>
<tr>
<td>TALL VIEW PALADIUM</td>
<td>$525.000</td>
<td>.35% SBE</td>
</tr>
<tr>
<td>MAD RIVER CONSTRUCTION</td>
<td>$6,000.00</td>
<td>4.05% WBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10.12% MBE</td>
<td></td>
</tr>
<tr>
<td>6.34% SBE</td>
<td></td>
</tr>
<tr>
<td>5.03 WBE</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
City of Dayton
Interior Alterations to Water Reclamation Administration Building
2800 Guthrie Road
Dayton OH 45417

Bidder
Shook Construction Co.
2000 West Dorothy Lane
Moraine, OH 45439
<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>SP-1</td>
<td>Interior Alterations Complete</td>
<td>L.S.</td>
<td>1</td>
<td>$148,250.00</td>
<td>$148,250.00</td>
</tr>
<tr>
<td></td>
<td><strong>Alternate No. 1 Extend walls above existing ceiling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALT-1</td>
<td>Extend walls above existing ceiling</td>
<td>L.S.</td>
<td>1</td>
<td>$7,900.00</td>
<td>$7,900.00</td>
</tr>
<tr>
<td></td>
<td><strong>Alternate No. 2 Contingency Allowance of Base Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALT-2</td>
<td>Contingency Allowance (10% of Base Bid)</td>
<td>L.S.</td>
<td>1</td>
<td>$14,825.00</td>
<td>$14,825.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $148,250.00
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

Membership of Firm and

Their Business Address

Telephone

Corporation

Name

Shook Construction Co.

State of Incorporation

Ohio

Name and Title of Officers with Authority to Sign Contract

Eric Rees - Director of Preconstruction

Home Office Address

2000 W Dorothy Ln Moraine, OH 45439

Local Address

Telephone (937) 276-6666

Fax

E-mail estimating@shookconstruction.com

Federal I.D.# 31-0443680

Dated this 2 day of June, 2022

Bidder: Eric Rees

(Person, Firm, or Corporation)

By: Eric W. Rees

Title: Director of Preconstruction - Water Resources
BID BOND

Amount $ 17,097.50

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of $17,097.50 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, Shook Construction Co.

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 2 day of June 2022.

Shook Construction Co.

________________________
End Parr

Bidder

Arch Insurance Company

________________________
Catherine Thompson

Surety

Willis Towers Watson Southeast

________________________
Name of Insurance Agency

PO Box 31817, Charlotte, NC 28231

________________________
Address of Insurance Agency

Telephone (704) 376-9161 FAX (704) 342-0343

Arch Insurance Company

CORPORATE SEAL 1971

Seal

Blind
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett and Matthew W. Varner of Charlotte, NC (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2016.

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 26, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ___ day of ___ 20___.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102
ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2021

Assets

Cash & Cash Equivalents in Banks $528,209,019
Bonds owned 4,118,256,071
Stocks 728,138,166
Premiums in course of collection 681,336,099
Accrued interest and other assets 1,033,576,742

Total Assets $7,087,516,097

Liabilities

Reserve for losses and adjustment expenses $3,037,270,373
Reserve for unearned premiums 1,157,010,715
Ceded reinsurance premiums payable 498,082,255
Amounts withheld or retained by company for account of others 242,924,982
Reserve for taxes, expenses and other liabilities 529,122,510

Total Liabilities $5,464,410,835

Surplus as regards policyholders 1,623,105,261

Total Surplus and Liabilities $7,087,516,096

By:  ____________________________  Attest:  ____________________________
  Executive Vice President, Chief Financial Officer and Treasurer
  Executive Vice President
  General Counsel and Secretary

State of New Jersey )
) SS
County of Hudson )

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2021.

Subscribed and sworn to before me, this ___ day of ______________________

Notary Public
Ohio Department of Insurance
Mike DeWine - Governor
Judith French - Director

Certificate of Compliance

Issued 03/29/2022
Effective 04/02/2022
Expires 04/01/2023

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

ARCH INSURANCE COMPANY

of Missouri 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

ARCH INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of $7,087,516,097, liabilities in the amount of $5,464,410,835, and surplus of at least $1,623,105,261.

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

Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
BID BOND

Amount $17,097.50

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of $17,097.50, 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, Shook Construction Co.,

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 2 day of June, 2022.

Shook Construction Co.

Bidder

Arch Insurance Company

Surety

Willis Towers Watson Southeast

Name of Insurance Agency

PO Box 31817, Charlotte, NC 28231

Address of Insurance Agency

Telephone (704) 376-9161 FAX (704) 342-0343
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett and Matthew W. Varner of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of September, 2016.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being therunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 26, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of September, 2016.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

00ML0013 00 03 03
Page 2 of 2
Printed in U.S.A.
ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2021

Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash &amp; Cash Equivalents in Banks</td>
<td>$528,209,019</td>
</tr>
<tr>
<td>Bonds owned</td>
<td>4,116,256,071</td>
</tr>
<tr>
<td>Stocks</td>
<td>728,138,166</td>
</tr>
<tr>
<td>Premiums in course of collection</td>
<td>681,336,099</td>
</tr>
<tr>
<td>Accrued interest and other assets</td>
<td>1,033,576,742</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$7,087,516,097</strong></td>
</tr>
</tbody>
</table>

Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for losses and adjustment expenses</td>
<td>$3,037,270,373</td>
</tr>
<tr>
<td>Reserve for unearned premiums</td>
<td>1,157,010,715</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable</td>
<td>498,082,255</td>
</tr>
<tr>
<td>Amounts withheld or retained by company for account of others</td>
<td>242,924,982</td>
</tr>
<tr>
<td>Reserve for taxes, expenses and other liabilities</td>
<td>529,122,510</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$5,464,410,835</strong></td>
</tr>
</tbody>
</table>

Surplus as regards policyholders                                              | 1,623,105,261 |

**Total Surplus and Liabilities**                                            | **$7,087,516,096** |

By: Executive Vice President, Chief Financial Officer and Treasurer

Attest: Executive Vice President, General Counsel and Secretary

State of New Jersey )

) SS

County of Hudson )

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2021.

Subscribed and sworn to before me, this ____ day of

Notary Public
Ohio Department of Insurance
Mike DeWine - Governor
Judith French - Director

Certificate of Compliance

Issued 03/29/2022
Effective 04/02/2022
Expires 04/01/2023

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

ARCH INSURANCE COMPANY
of Missouri 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)

<table>
<thead>
<tr>
<th>Aircraft</th>
<th>Inland Marine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Lines</td>
<td>Medical Malpractice</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Multiple Peril - Commercial</td>
</tr>
<tr>
<td>Burglary &amp; Theft</td>
<td>Multiple Peril - Farmowners</td>
</tr>
<tr>
<td>Collectively Renewable A &amp; H</td>
<td>Multiple Peril - Homeowners</td>
</tr>
<tr>
<td>Commercial Auto - Liability</td>
<td>Noncancellable A &amp; H</td>
</tr>
<tr>
<td>Commercial Auto - No Fault</td>
<td>Nonrenew-Stated Reasons (A&amp;H)</td>
</tr>
<tr>
<td>Commercial Auto - Physical Damage</td>
<td>Ocean Marine</td>
</tr>
<tr>
<td>Credit</td>
<td>Other</td>
</tr>
<tr>
<td>Credit Accident &amp; Health</td>
<td>Other Accident only</td>
</tr>
<tr>
<td>Earthquake</td>
<td>Other Liability</td>
</tr>
<tr>
<td>Fidelity</td>
<td>Private Passenger Auto - Liability</td>
</tr>
<tr>
<td>Financial Guaranty</td>
<td>Private Passenger Auto - No Fault</td>
</tr>
<tr>
<td>Fire</td>
<td>Private Passenger Auto - Physical Damage</td>
</tr>
<tr>
<td>Glass</td>
<td>Surety</td>
</tr>
<tr>
<td>Group Accident &amp; Health</td>
<td>Workers Compensation</td>
</tr>
<tr>
<td>Guaranteed Renewable A &amp; H</td>
<td></td>
</tr>
</tbody>
</table>

ARCH INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of $7,087,516,097, liabilities in the amount of $5,464,410,835, and surplus of at least $1,623,105,261.

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

Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, __________________________________________ hereby certify that

(print name – an Officer of the company)

Shook Construction Co. ___________________________________________ meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By:  

Eric Rees

(signature)

Title:  

Director of Preconstruction - Water Resources

Date:  

06/02/2022
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

<table>
<thead>
<tr>
<th>Health &amp; Welfare</th>
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<tr>
<th>Pension</th>
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<th>Annuity</th>
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B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

<table>
<thead>
<tr>
<th>Carpenters</th>
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<tr>
<th>Operating Engineers</th>
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<tr>
<th>Laborers</th>
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C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

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</tr>
</tbody>
</table>
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>MPW Contractors LTD</th>
<th>RA Cooks Renovations LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homes by TPG Construction</td>
<td>Ohio Commercial Designs Flooring</td>
</tr>
<tr>
<td>Fast Lane Construction LLC</td>
<td>Magic Jones Painting Inc.</td>
</tr>
<tr>
<td>New Industry Standard, LLC</td>
<td>Gem City's Finest Professional Services LLC</td>
</tr>
<tr>
<td>Peek Performance LLC</td>
<td>Mad River Construction</td>
</tr>
</tbody>
</table>

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

none

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery, SS:

Eric W. Rees being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   Shock Construction Co. ("the Contracting Party").

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

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

   [X] Corporation organized and existing under the laws of the State of Ohio.

   [ ] Labor organization.

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

By: ____________________________
   Eric Rees

Title: ____________________________
   Director of Preconstruction - Water Resources
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF ___________ )
COUNTY OF Montgomery ) SS:

Eric W. Rees, being first duly sworn deposes and states that:

(1) He/she is _______________ representative
    (owner, partner, officer, representative, or agent)
    Shook Construction Co.
    ____________________________ that
    (business or organization name)

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

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

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

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

______________________________
Eric Rees
SIGNED
Director of Preconstruction - Water Resources
TITLE
During the performance of this contract:

**Shook Construction Co.**  
**2000 W. Dorothy Lane, Moraine, Ohio 45439**  
**937-276-6666**

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>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Shook Construction Co. (Contractor) certifies that:

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

   Carpenter
   Laborers
   Electricians
   Sheet Metal Worker

   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: Eric Rees

(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 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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com
Primes Base Bid $148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Homes by TPG Construction

Scope of Work to Be Performed by Certified Firm: Flooring, Paint

<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 $15,000.00</td>
<td>% 76.14</td>
<td>$19,700.00</td>
</tr>
<tr>
<td>Materials $</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Labor $</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Eric Rees
(Signature of Bidder/Proposer's Authorized Agent)
Eric W. Rees
(Printed Name of Bidder/Proposer's Authorized Agent)
Director of Preconstruction - Water Resources 06/02/22

(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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine
State: OH
ZIP: 45439
Telephone: (937) 276-6666
Email: estimating@shookconstruction.com
Primes Base Bid $148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Homes by TPG Construction
PEP-Certified Firm’s Tax ID#: __________________________
Scope of Work to Be Performed by Certified Firm: Flooring, Paint

<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 $4,700.00</td>
<td>%23.86</td>
<td>$19,700.00</td>
</tr>
<tr>
<td>Materials</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

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Eric Rees
(Signature of Bidder/Proposer’s Authorized Agent)

Eric W. Rees
(Printed Name of Bidder/Proposer’s Authorized Agent)

Director of Preconstruction - Water Resources 06/02/22

(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 WBE

(SSELECT 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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com

Primes Base Bid $ 148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Staub Cleaning Services

PEP-Certified Firm’s Tax ID#: _______________________

Scope of Work to Be Performed by Certified Firm: Final Cleaning

<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>$ 1,460.00</td>
<td>$ 1,460.00</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Eric Rees
(Signature of Bidder/Proposer’s Authorized Agent)

Eric W. Rees
(Printed Name of Bidder/Proposer’s Authorized Agent)

Director of Preconstruction - Water Resources 06/02/22
(Title of Bidder/Proposer’s Authorized Agent)

Digitally signed by Eric Rees
DN: C=US, O=shookconstruction.com, OU=Propreconstruction, CN=Eric Rees
Date: 2022.06.02 11:07:01-04'00'

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 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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com
Primes Base Bid $ 148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Tall View Palladium
PEP-Certified Firm's Tax ID#: 
Scope of Work to Be Performed by Certified Firm: Dumpster Rental

<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>$ 525.00</td>
<td>$ 525.00</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Eric Rees
(Signature of Bidder/Proposer's Authorized Agent)

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

Director of Preconstruction - Water Resources 06/02/22
(Title of Bidder/Proposer's Authorized Agent)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED WBE (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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com
Primes Base Bid $148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm’s Tax ID#: 
Scope of Work to Be Performed by Certified Firm: Drywall & Metal Studs, Doors & HW

<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>$6,000.00</td>
<td>%73.16</td>
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<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.

Eric Rees
(Signature of Bidder/Proposer’s Authorized Agent)

Digitally signed by Eric Rees
DN: C=US, O=Shook Construction, OU=Preconstruction, CN=Eric Rees
Date: 2022.06.02 11:08:18-04'00'

Eric W. Rees
(Printed Name of Bidder/Proposer’s Authorized Agent)
Director of Preconstruction - Water Resources
(Title of Bidder/Proposer’s Authorized Agent)

06/02/22
(Date)

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PEP-CERTIFIED SBE

(SELECT ONE) PARTICIPATION FORM

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SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com
Primes Base Bid $148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm’s Tax ID#: ____________________________
Scope of Work to Be Performed by Certified Firm: Drywall & Metal Studs, Doors & HW, Supplies

<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 $2,201.00</td>
<td>26.84%</td>
<td>$8,201.00</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Eric Rees
(Signature of Bidder/Proposer’s Authorized Agent)

Eric W. Rees
(Printed Name of Bidder/Proposer’s Authorized Agent)

Director of Preconstruction - Water Resources 06/02/22
(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 WBE

(_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: Shook Construction Co.
Address: 2000 W. Dorothy Lane
City: Moraine State: OH ZIP: 45439
Telephone: (937) 276-6666 Email: estimating@shookconstruction.com
Primes Base Bid $148,250.00
Name of Project: Interior Alterations to Water Reclamation Administration Building

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.

Eric Rees
(Signature of Bidder/Proposer’s Authorized Agent)

Eric W. Rees
(Printed Name of Bidder/Proposer’s Authorized Agent)

Director of Preconstruction - Water Resources 06/02/22
(Title of Bidder/Proposer’s Authorized Agent)

Digitally signed by Eric Rees
DN: C=US, O=Shook Construction, OU=Preconstruction, CN=Eric Rees
Date: 2022.06.02 11:09:12-04'00

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

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

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s).

- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

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

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

<table>
<thead>
<tr>
<th>Participation Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>5.01 %</td>
</tr>
<tr>
<td>MBE</td>
<td>10.12 %</td>
</tr>
<tr>
<td>WBE</td>
<td>5.03 %</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 firms 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.

Eric Rees
(Signature of Bidder/Offeror’s Authorized Agent)

Eric W. Rees
(Printed Name of Bidder/Offeror’s Authorized Agent)

Shook Construction Co.
(Name of Bidder/Proposer’s Firm)

Director of Preconstruction - Water Resources

Date: 06/02/2022

(Date)

BACK
City Manager’s Report

6530 - REC/Programs

Supplier, Vendor, Company, Individual

Name: Marion’s Piazza Inc.

Address: 711 Shroyer Road
Dayton, Ohio 45419

Date: June 29, 2022
Expense Type: Other, (See Description Below)
Total Amount: $20,000.00

Fund Source(s) | Fund Code(s) | Fund Amount(s)
---|---|---
PRC Sponsorships & Special Events | 16016-6510-29501-56 | $20,000.00

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

Description

Sponsorship Agreement

The Department of Recreation is requesting approval to enter into a sponsorship agreement with Marion’s Piazza Inc. for sponsorship of the 2022 Independence Day Celebration on July 3, 2022.

This sponsorship will entitle Marion’s Piazza Inc. to certain promotional mentions and recognition in all advertisements and publications related to the 2022 Independence Day Celebration including non-exclusive naming rights for the event.

This agreement commences upon execution and will terminate automatically on August 1, 2022.

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

A Certificate of Revenue in the amount of $20,000.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 1/2019
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  Name Marion’s Piazza

Address  711 Shroyer Road

City  Dayton State Ohio Zip 45419

Customer # 31-0713131 Address Location #

Federal ID# 31-0713131

Revenue Information:  Fund 10000 Organization 6530 Revenue 29501 Program 56

Contract Information:  Contract Start Date  Contract Expiration Date 8/1/2022

Billing Information:  Rate: $20,000.00 Arrears Pre-bill

Monthly (1st month of billing)

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain) $20,000 due by 7/31/2022

Rate Change Date Rate Change Amount

Description of Services (wording on invoice):

1. Sponsorship from Marion’s Piazza in the amount of $20,000.00 to receive non-exclusive naming rights at the 2022 Independence Day Celebration event. The first payment of $10,000.00 is to be delivered to City by June 30, 2022, and the remaining payment of $10,000.00 is to be delivered to City by July 31, 2022.

Departmental Approval E-SIGNED by Robin Williams on 2022-06-03 15:46:09 GMT

TO BE COMPLETED BY FINANCE

Revenue Contract Number 6-3131 Auditor O Billy Date 6-15-2022

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 [Signature] 6/16/22
SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”), dated this ___ day of ________________, 2022, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and Marion’s Piazza, Inc. (“Sponsor”).

WITNESSETH THAT:

WHEREAS, The City seeks to hold their 2022 Independence Day Celebration on July 3, 2022 (“Event”); and,

WHEREAS, There are sponsorship opportunities available for the Event, and sponsorship of the Event is beneficial to sponsors, the community, and the Event; and,

WHEREAS, Sponsor desires to be a Title Sponsor of the Event, and further desires to provide Twenty Thousand Dollars and No Cents ($20,000.00) to support the Event; and,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE 1. OFFICIAL STATUS

Sponsor shall remit Twenty Thousand Dollars and No Cents ($20,000.00) to City (“Sum”), and in exchange for doing so shall be positioned as a Title Sponsor of the Event, with support from Supporting Sponsor(s).

ARTICLE 2. ACKNOWLEDGEMENT & RECOGNITION

In consideration of payment of the Sum, Sponsor shall have the following pursuant to this Agreement:

a. Non-exclusive naming rights for the event;
b. Corporate logo to appear on all event-related promotional material;
c. The opportunity to record a personal message to be broadcast to the crowd and on several local radio stations moments before the start of the fireworks display;
d. Twenty-five (25) complimentary tickets to the VIP reception area;
e. Recognition as a sponsor in all press releases for the event;
f. Corporate name announced on stages at regular intervals; and
g. The opportunity to attend a consultation and planning meeting with the fireworks contractor.
ARTICLE 3. SPONSORSHIP FEES & COMMITMENT

Sponsor hereby agrees to:

a. Remit payment of the Sum in two equal installments. The first payment of Ten thousand Dollars and No Cents ($10,000.00) is to be delivered to City by June 30, 2022, and the remaining payment of Ten Thousand Dollars and No Cents ($10,000.00) is to be delivered to City by July 31, 2022.

b. Provide the City with one high-resolution, camera-ready logo for City’s use related to the Event.

c. Grant the City a limited license to display, reproduce, copy, and otherwise use Sponsor’s logo in relation to the Event.

ARTICLE 4. FORCE MAJEURE

Sponsor further understands, acknowledges, and agrees that the Event may be rescheduled and/or canceled due to weather and other acts of nature, pandemic, war, riot, civil disturbance, acts of terrorism, personnel and/or material shortage, and other occurrences beyond City’s control. Under any such occurrence, the Event may be canceled at the sole discretion and judgment of City and, if so canceled, no further performance will be required of either party.

ARTICLE 5. NON-ASSIGNMENT

Neither party shall assign this Agreement without prior written approval of the other party.

ARTICLE 6. COMPLETE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. City makes no representation of any kind except those specifically set forth herein.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

Sponsor 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 failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE 8. TERM & TERMINATION

This Agreement begins upon execution by the City and expires on August 1, 2022. Either party may terminate this agreement immediately by delivery of notice to the other party at any time if any of the follow events occur:

a. City or Sponsor default under any provision of this Agreement and have failed to cure such default within 30 days after receiving written notice of the same.

b. Any of the representations or warranties made by City or Sponsor in this Agreement are discovered to be untrue or inaccurate in any material respect.

In addition to the foregoing, City may terminate this Agreement for any or no cause upon providing written notice to Sponsor.

ARTICLE 9. BINDING AGREEMENT

This Agreement shall be binding upon the parties, their successors, and assigns.

ARTICLE 10. GENERAL PROVISIONS

A. Amendment. City or Sponsor may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, signed by a duly authorized representative of the City and Sponsor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given, and shall not affect the City’s rights with respect to any other or further breach.

C. Notices and Communications. Any written notices, invoices, or other communication 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 herein. Such written communication or notice shall be addressed to:
City:

City of Dayton – Recreation and Youth Services
ATTN: Stephan Marcellus
101 W. Third St. Mezz. Floor
Dayton, OH 45402
(937) 333-1740 Office
(937) 333-6019 Fax

Sponsor:

Marion’s Piazza
711 Shroyer Rd.
Dayton, Oh 45419
937-293-6991

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

D. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. The Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution, performance, or interruption of this Agreement.

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

CITY OF DAYTON

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
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</tbody>
</table>

MARION’S PIAZZA, INC.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Roger Glass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

E-SIGNED by Roger Glass on 2022-06-07 17:59:59 GMT

APPROVED AS TO FORM AND CORRECTNESS:

6/6/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

______________________________, 2022

Min. /Bk.: _________________ Page: __________

_______________________________
Clerk of the Commission
City Manager’s Report

From 5350 - Finance/Utility Revenue Admin
Supplier, Vendor, Company, Individual
Vertex Data Utility Services, LLC, d/b/a VertexOne, f/k/a Vertex Business Services
Address 501 George Bush Hwy Suite 350
Richardson, TX 75080

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>Water Operating Fund</td>
<td>53000-5350-1159-64</td>
<td>$18,217.91</td>
</tr>
</tbody>
</table>

Expense Type Payment of Voucher
Total Amount $18,217.91

Includes Revenue to the City ☑ No
Affirmative Action Program ☑ Yes

Description

Payment of Voucher
Past Due Invoices

The Department of Finance requests a Payment of Voucher of $18,217.91 to pay two invoices from 2020 for Vertex Data Utility Services, LLC, d/b/a VertexOne, f/k/a Vertex Business Services (VertexOne).

The original Agreement (CT15-1088) covered the initial contract period of March 1, 2015, to February 28, 2018, a two-year, 2 one-year, and a four-month Amendment and Extension were executed through June 30, 2022, making the contract total $2,141,000.

Two invoices dated before December 31, 2020, created the need for this request for a Payment of Voucher. The Second Amendment and Extension (CT20-1088) expired February 28, 2021, and should have covered the dates of service. However, the Certificate of Funds for these dates of service was liquidated before these invoices were paid.

The Utility Revenue Administration (URA) researched the invoices in question to verify that the invoices had not been paid and to ensure a duplicate payment would not occur. The URA investigated the issue to determine where the process failed to create a procedure to avoid a similar reoccurrence in the future.

SeamlessDocs now provides all signators with a final copy when the payment request is completed. URA has implemented a budget tracking process that includes logging all invoices and tracking them from initiation in SeamlessDocs to completion to ensure timely payments of all division invoices.

A Certificate of Funds and the outstanding invoices in the amount of $18,217.91 are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Expiration Date</td>
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<tr>
<td>Original Commission Approval</td>
<td>$18,217.91</td>
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<tr>
<td>Increase Authority</td>
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<td>Increase Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
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</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

---

**Amount:** $18,217.91

**Fund Code:**
- 53000 - 5350 - 1159 - 64 - XXXX - XXXX

---

**Amount:**

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

---

**Vendor Name:** Vertex Data Utility Services, LLC, d/b/a VertexOne, f/k/a Vertex Business Services

**Vendor Address:**
- 501 George Bush Hwy Suite #350 Richardson TX 75080
- Street City State Zipcode + 4

**Federal ID:** 26-1398981

**Commodity Code:** 66600

**Purpose:** Please pay past due invoices #FI3702641, and #FI3702642 as a Payment of Voucher

---

**Contact Person:** Jim Wedding

**Finance/Utility Revenue Administration:**
- Department/Division: 6.10.2022

**Originating Department Director’s Signature:**

---

SECTION II - to be completed by the Finance Department

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

**Finance Director Signature:**

**Date:** 6/15/22

**CF Prepared By:**

**Date:** 6/19/22

**CF/CT Number:** CF22-0155

Finance Department

October 18, 2011
DATE: June 16, 2022

TO: Shelley Dickstein
City Manager

FROM: Robbi Stivers, Director
Department of Finance

SUBJECT: Payment of Voucher - VertexOne

The Department of Finance regretfully has a Payment of Voucher for a multi-year contract with VertexOne for $18,217.91.

The original Agreement (CT15-1088) covered the initial contract period of March 1, 2015, to February 28, 2018. 1 two-year, 2 one-year, and a four-month Amendment and Extension were executed through June 30, 2022, making the contract total $2,141,000.

The Payment of Voucher resulted from the failure of a pandemic-era-related process where the Department of Finance began using SeamlessDocs to process invoice payments electronically. In the initial rollout of SeamlessDocs, a few glitches caused invoices in the system to get hung up in the workflow process. The initiating division’s staff were unaware the payment request was stuck in the process and went unpaid. Meanwhile, the Vendor (VertexOne) changed software after the invoices were created, lost track of invoices on their old system, and did not follow up on the unpaid invoices. With the end of the contract near, the Vendor customarily reviewed their customer’s payment history and discovered a gap in our payment history. Their investigation identified unpaid invoices that resulted in the gap.

Two invoices dated before December 31, 2020, created the need for this request for a Payment of Voucher. The Second Amendment and Extension (CT20-1088) expired February 28, 2021, and should have covered the dates of service. The encumbrances were open until the end of the first quarter of 2021 to catch these discrepancies; however, the Certificate of Funds for these dates of service was liquidated before the invoices were paid.

The Utility Revenue Administration (URA) researched the invoices in question to verify that the invoices had not been paid and to ensure a duplicate payment would not occur. The URA investigated the issue to determine where the process failed to create a procedure to avoid a similar reoccurrence in the future.

SeamlessDocs now provides all signators with a final copy when the payment request is completed. URA has implemented a budget tracking process that includes logging all invoices and tracking them from initiation in SeamlessDocs to completion to ensure timely payments of all division invoices.

A Certificate of Funds has been created for $18,217.91.

If you have any questions, please contact me at ext. 3578 or Jim Wedding, Division Manager of Utility Revenue Administration at ext. 3589.

RS/jjw

Attachments

C: Mr. Wedding, Ms. Brown, Mr. John, file
Vertex Data Utility Services, LLC  
1321 Upland Dr.  
Suite 8389  
Houston, TX 77043

Bill To:  
City of Dayton  
Attn: Valerie Hudson  
101 W Third Street  
Dayton, OH 45401

Date: 1/26/2021  
Terms: Net 30  
Due Date: 2/25/2021

<table>
<thead>
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<th>Description of Charges</th>
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<th>Fees</th>
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<td>Total Print and Mail Transactional Fees</td>
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<td>Total Electronic Bill Presentment and Payment Transaction Fees</td>
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Total Professional Services

Sales Tax: Exempt

Billing on Behalf of Vertex Data Utility Services LLC

Thank you for your business  
$ 18,201.92
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<thead>
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<th>Service</th>
<th>Quantity</th>
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<th>Total</th>
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<tbody>
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**Print and Mail Transactional Fees**

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<td>Oversized Folding and Insertion up to 50 pages</td>
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<tr>
<td>Manual Folding and Insertion for &gt;50 pages</td>
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<td>1.92188</td>
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<td>NCOA Line - Address Update</td>
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</tr>
<tr>
<td>Courier Preparation</td>
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**Consumables**

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<th>Total</th>
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<tr>
<td>Form Type #2 (cut sheet paper page 2)</td>
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<tr>
<td>9 x 12 Outer Mailing Envelope (OME)</td>
<td>8</td>
<td>0.36300</td>
<td>2.90</td>
</tr>
<tr>
<td>Insert Production (per each quote)</td>
<td>-</td>
<td>1.00000</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Storage Fee (per pallet)</td>
<td>-</td>
<td>36.07000</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Recycling Fee</td>
<td>-</td>
<td>0.00144</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Return Fee</td>
<td>-</td>
<td>36.07000</td>
<td>-</td>
</tr>
<tr>
<td>Kubra Inv 6730 - RCP Project Refund</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sales Tax on Consumables</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Electronic Archival Processing and Payments Transaction Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Archival Transaction Fee - Dayton</td>
<td>80,010</td>
<td>0.00384</td>
<td>307.24</td>
</tr>
<tr>
<td>Document Archival Transaction Fee - Clayton</td>
<td>-</td>
<td>0.00384</td>
<td>-</td>
</tr>
<tr>
<td>Document Archival Transaction Fee - Jefferson</td>
<td>-</td>
<td>0.00384</td>
<td>-</td>
</tr>
<tr>
<td>Archived Document Customer Viewing</td>
<td>1,616</td>
<td>0.09193</td>
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<tr>
<td>Email Notification with Attached, Secure PDF</td>
<td>-</td>
<td>0.15322</td>
<td>-</td>
</tr>
<tr>
<td>Email Notification with Embedded Link</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Attached, secure PDF processing</td>
<td>-</td>
<td>0.03065</td>
<td>-</td>
</tr>
<tr>
<td>Credit Card and ACH Processing</td>
<td>8,162</td>
<td>0.06891</td>
<td>562.44</td>
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<td>Biller-direct Remittance</td>
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<tr>
<td>Notification Manager SMS</td>
<td>-</td>
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</table>

**Professional Services**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Billable Support Cases</td>
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<td>180</td>
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<tr>
<td>One-Time Billing</td>
<td>1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>18,201.92</td>
<td>-</td>
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</table>
Vertex Data Utility Services, LLC  
1321 Upland Dr.  
Suite 8389  
Houston, TX 77043

<table>
<thead>
<tr>
<th>Description of Charges</th>
<th>Quantity</th>
<th>Rate</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Hosting and Support</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Print and Mail Transactional Fees</td>
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<td>1.88</td>
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</tr>
<tr>
<td>Total Electronic Bill Presentment and Payment Transaction Fees</td>
<td></td>
<td>0.22</td>
<td></td>
</tr>
<tr>
<td>Total Postage</td>
<td></td>
<td>12.50</td>
<td></td>
</tr>
<tr>
<td>Total Paper/Storage</td>
<td></td>
<td>1.39</td>
<td></td>
</tr>
<tr>
<td>Total Professional Services</td>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

Sales Tax: Exempt

Billing on Behalf of Vertex Data Utility Services LLC

Thank you for your business

$ 15.99
## Hosting Fee

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Print and Mail Transactional Fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-processing composition</td>
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<td>Marketing Insert Fees</td>
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<td>Oversized Folding and Insertion up to 50 pages</td>
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<td>Manual Folding and Insertion for &gt;50 pages</td>
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<td>NCOA Line - Address Update</td>
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<td>-</td>
</tr>
<tr>
<td>Courier Preparation</td>
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<tr>
<td>IMB (Intelligent Mail Bar-Code)</td>
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## Consumable Fees:

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</thead>
<tbody>
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</tr>
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<td>-</td>
</tr>
<tr>
<td>Insert Production (per each quote)</td>
<td>-</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Storage Fee (per pallet)</td>
<td>-</td>
<td>36.07</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Recycling Fee</td>
<td>-</td>
<td>0.00144</td>
<td>-</td>
</tr>
<tr>
<td>Inventory Return Fee</td>
<td>-</td>
<td>36.07</td>
<td>-</td>
</tr>
<tr>
<td>Sales Tax on Consumables</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

## Electronic Bill Presentment and Payment Transaction Fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Archival Transaction Fee</td>
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<tr>
<td>Archived Document Customer Viewing</td>
<td>-</td>
<td>0.09193</td>
<td>-</td>
</tr>
<tr>
<td>Email Notification with Attached, Secure PDF</td>
<td>-</td>
<td>0.15322</td>
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<td>Biller-direct Remittance</td>
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<td>0.01540</td>
<td>-</td>
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<tr>
<td>Notification Manager SMS</td>
<td>-</td>
<td>0.07660</td>
<td>-</td>
</tr>
</tbody>
</table>

## Professional Services:

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Charge</th>
<th>Total</th>
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<tr>
<td>Project 2</td>
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</tr>
<tr>
<td>Project 3</td>
<td>0</td>
<td>180</td>
<td>-</td>
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</tbody>
</table>

**Total** 15.99
City Manager’s Report

From 2380 – Planning, Neighborhoods & Dev. / Director’s Office

Supplier, Vendor, Company, Individual
Name Joint Office of Citizen Complaints, Inc.
Address 11 W. Monument St., Suite 606
Dayton, Ohio 45402

Date June 29, 2022

Expense Type Other, (See Description Below)
Total Amount $25,000.00 thru 12-31-2022

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-2380-1231-51 $25,000.00

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

Description

Contribution Agreement

The Department of Planning, Neighborhoods & Development is requesting approval to enter into a Contribution Agreement with the Joint Office of Citizen Complaints, Inc. (“Ombudsman’s Office”) in the amount of $25,000.00.

The Ombudsman’s Office is a point of contact to receive and resolve public inquiries and concerns in an impartial, confidential, and non-litigious manner. In this capacity, they shall serve City of Dayton residents and customers by providing information, referrals, and investigative services to individuals who have contacted the Ombudsman’s Office with complaints regarding government services and/or operations. These services are free to the public and there are no eligibility requirements.

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

The funding source is the General Fund in the Director’s Office of Planning, Neighborhoods & Development.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016
Ombudsman CMR
Final Audit Report 2022-06-24

Created: 2022-06-24
By: Esther Rohm (esther.rohm@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCABAABAV6jUu5AGgxU6YyQjRo6v6ZtJXdx2DzAXC

"Ombudsman CMR" History

Document created by Esther Rohm (esther.rohm@daytonohio.gov)
2022-06-24 - 3:58:47 PM GMT - IP address: 198.30.33.2

Document emailed to Todd Kinskey (todd.kinskey@daytonohio.gov) for signature
2022-06-24 - 3:59:23 PM GMT

Email viewed by Todd Kinskey (todd.kinskey@daytonohio.gov)
2022-06-24 - 5:53:03 PM GMT - IP address: 198.30.33.2

Document e-signed by Todd Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2022-06-24 - 5:58:08 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2022-06-24 - 5:58:08 PM GMT

Adobe Acrobat Sign
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: 12/31/2022
Original Commission Approval: $25,000.00
Initial Encumbrance: $25,000.00
Required Documentation
Original CT/CF - 
Increase Encumbrance - 
Decrease Encumbrance - 
Remaining Commission Approval - 
Change Order: 
Copy of City Manager’s Report
Copy of Original Certificate of Funds

Amount: $25,000.00
Fund Code: 10000 - 2380 - 1231 - 51 -
Fund Org Acct Prog Act Loc

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

Attach additional pages for more FOAPALs

Vendor Name: Joint Office of Citizen Complaints/ Ombudsman’s Office
Vendor Address: 11 W. Monument St., Suite 606 Dayton Ohio 45402
Street City State Zip code + 4

Federal ID: 31-0818787
Commodity Code: 95299
Purpose: Contribution to support the activities of the Ombudsman’s Office that is responsible for investigating and helping to resolve citizen complaints regarding government services and/ or operations in an impartial, confidential and non-litigious manner.

Contact Person: Jill Bramini
Planning, Neighborhoods & Development/ Director's Office

E-SIGNED by Todd Kinskey on 2022-05-26 19:39:00 GMT

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 
Date: 5/13/22

CF Prepared by: 
Date: 5/13/22

Finance Department

October 18, 2011
May 26, 2022

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

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

SUBJECT: Joint Office of Citizen Complaints, Inc. (Ombudsman’s Office) Agreement

The Department of Planning, Neighborhoods & Development recommends the approval of a
collection agreement with the Joint Office of Citizen Complaints, Inc. (Ombudsman). The
contribution amount for 2022 is $25,000.00.

Under the terms of the 2022 Contribution Agreement, the Ombudsman’s Office will provide
investigations and assistance to City of Dayton residents and customers regarding government
services and/or operations. They will provide impartial, confidential, and non-litigious resolutions
to customer complaints. The Ombudsman’s Office will also identify appropriate private or public
partners to assist City residents and customers. The Ombudsman’s Office will also aid with non-
governmental issues, such as eviction prevention, landlord-tenant complaints, and other emergency
assistance.

New terms in the 2022 Contribution Agreement require the Ombudsman’s Office to provide the City
with additional documentation, detailing the progress toward issue resolution, as well as a
description of services provided to residents and customers. The Ombudsman’s Office is also
required to provide the City with a summary of the most frequent issues for City of Dayton residents
and customer.

For future funding requests after the 2022 Contribution Agreement expires, CDBG may be an
appropriate source for the services offered by the Ombudsman’s Office. Pending funding
availability, we will encourage the Ombudsman’s Office to apply through our CDBG Competitive
Process in future years.

TK/hrb

C: Ms. Lofton; Mr. Parlette; Mr. Gondol; Ms. Browning; file
CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Contribution Agreement"), dated this ______ day of __________, 2022, is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and the JOINT OFFICE OF CITIZEN COMPLAINTS, INC., a not-for-profit corporation existing under the laws of the State of Ohio ("Ombudsman").

ARTICLE I. SCOPE OF SERVICES

Ombudsman shall provide services described in "Exhibit A – Scope of Services" in a manner satisfactory to the City ("Services").

ARTICLE II. TERM OF CONTRACT

This Contribution Agreement shall commence upon execution by the City and shall terminate on December 31, 2022, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE III. PAYMENT

The City grants funds in the amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($25,000.00) to Ombudsman pursuant to this Contribution Agreement. Ombudsman shall submit a request for disbursement of funds to the City, and the City shall tender funds within thirty (30) days from receipt of the disbursement request.

ARTICLE IV. INDEPENDENT CONTRACTOR

By executing this Contribution Agreement, Ombudsman acknowledges and agrees that Ombudsman will be providing all Services to City as an "Independent Contractor." As an Independent Contractor for City, Ombudsman will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Ombudsman will have no authority to assume or create any obligation on behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.

Ombudsman and its employees, agents, contractors and any persons retained to perform pursuant to this Contribution Agreement are not City employees and understand therefore, that they will not be entitled to, nor make any claim for, any of the emoluments of employment with the City. Further, Ombudsman will be solely responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Ombudsman acknowledges its employees are not public employees for Ohio Public Employees Retirement System ("PERS") purposes.

ARTICLE V. ASSIGNMENT

Ombudsman shall not assign any rights or duties under this Contribution Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge Ombudsman from any obligation under this Contribution Agreement. Notwithstanding the foregoing, nothing in this Contribution Agreement shall preclude Ombudsman from retaining the services of contractors, consultants and the assistance of other organizations in the performance pursuant to this Contribution Agreement.

ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Ombudsman shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.
It is expressly agreed and understood by Ombudsman that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Contribution Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City of Dayton to terminate this Contribution Agreement at its option.

ARTICLE VII. RECORDS TO BE MAINTAINED

Ombudsman shall keep accurate and complete records of activities pursuant to this Contribution Agreement. All costs and expenditures pursuant to this Contribution Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, pertaining in whole or in part to this Contribution Agreement and shall be clearly identified, and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Ombudsman shall make available to the City and/or its designees all of its financial, personnel and employment records, with respect to this Contribution Agreement, and will permit the City and/or its designee to audit, examine, and make excerpts or transcripts from such records and shall arrange for independent audits of all contracts/agreements, invoices, materials, payrolls, records of personnel, conditions of employment, other financial data, and records/reports specified in Exhibit A. In performing any independent audit, Ombudsman shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

ARTICLE VIII. LIABILITY

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and/or negligent conduct of the parties’ respective employees and agents in the performance pursuant to this Contribution Agreement. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Contribution Agreement.

ARTICLE IX. TERMINATION

The City or Ombudsman may terminate this Contribution Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement.

ARTICLE X. MEETINGS AND EVALUATION

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

ARTICLE XI. PROJECT REPORTING

Within ninety (90) days after expiration or termination of this Contribution Agreement, Ombudsman shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Ombudsman’s activities and outcomes pursuant to this Contribution Agreement. This Article shall survive termination or expiration of this Contribution Agreement.

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

City or Ombudsman may request to amend this Contribution Agreement at any time. Upon mutual agreement to amend this Contribution Agreement, the amendment shall be reduced to writing, which shall
make specific reference to this Contribution Agreement, approved by the City’s Director of Planning and Community Development, signed by a duly authorized representative of the City and Ombudsman, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver

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

C. Notices and Communications

Any written notice, invoice or other communication required or permitted by this Contribution 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 herein. Such written communication or notice shall be addressed to:

City of Dayton
Dept. of Planning, Neighborhoods & Development.
101 W. Third St.
Dayton, Ohio 45402
Attn: Hilary Ross Browning
(937) 333-3754
Fax (937) 333-4281
Hilary.Browning@daytonohio.gov

Joint Office of Citizen Complaints
11 W. Monument Ave., Suite 606
Dayton, OH 45402
Attn: Diane Welborn
(937) 223-4613
Fax (937) 228-1183
welborn@dayton-ombudsman.org

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

D. Conflict of Interest

This Contribution Agreement shall not be interpreted or constructed as to preclude, prevent or restrict Ombudsman from agreeing or otherwise contracting with other parties aside from the City; provided, however, that such other contract work in no way impedes Ombudsman’s ability to perform pursuant to this Contribution Agreement.

Ombudsman represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Ombudsman’s business. Ombudsman covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Contribution Agreement. Ombudsman will immediately report the discovery of any potential conflict of interest to the City.

E. Applicable Law/Venue

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

E. Entire Agreement/Integration
This Contribution Agreement represents the entire integrated Contribution Agreement between the City and Ombudsman. This Contribution Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Contribution Agreement.

G. Political Contributions
Ombudsman affirms and certifies that it complies with Ohio Revised Code Section 3517.13 limiting political contributions.

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

CITY OF DAYTON, OHIO

____________________________
City Manager

5/26/2022

JOINT OFFICE OF CITIZEN COMPLAINTS, INC.

E-SIGNED by Diane Welborn
By: on 2022-05-26 17:21:59 GMT
Its: Joint Office of Citizen Complaints Inc.

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED AS TO FORM AND CORRECTNESS:

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

_______________________________, 202

Min. / Bk. _____ Pg. _____

Clerk of the Commission
EXHIBIT A

Joint Office of Citizen Complaints
Scope of Services

Generally, the Ombudsman responds to individual complaints regarding government services and/or operations. Ombudsman’s services are free to the public, and there are no eligibility requirements. Ombudsman’s services are available to the public by telephone, mail, personal contact, local media, and via civic and educational meetings held during the year throughout the community.

Under the terms of this Contribution Agreement, Ombudsman shall use these funds to fulfill its mission for City of Dayton residents and customers in calendar year 2022. Ombudsman shall provide the following services to City of Dayton residents and customers:

- Investigate and assist in resolving complaints regarding government services and/or operations;
- Assist City of Dayton residents and customers in resolving complaints in an impartial, confidential, and non-litigious manner;
- Refer City of Dayton residents and customers to appropriate private and public organizations that can assist them in obtaining needed services;
- Assist City of Dayton residents with non-governmental issues such as emergency assistance, eviction prevention, and landlord-tenant complaints, according to available resources in the agency and in the community;
- Make connections between public and private agencies, and provide information about the public or private agency best suited to resolve the complaint or ameliorate the problem;
- Analyze complaints to identify patterns that may reveal systemic problems and convene those persons and/or agencies that can institute needed changes.

Under the terms of this Contribution Agreement, Ombudsman shall provide the following documentation to the City of Dayton by December 31, 2022:

- Summary report of the Ombudsman’s progress toward the services provided.
- The summary report shall include a detailed description of services provided to City of Dayton residents and customers, including descriptions of the most frequent complaints that City of Dayton residents and customers have.
- The Ombudsman shall provide detail of the number of individual complaints/requests received from City of Dayton residents and customers.
- The detail of each complaint should include the service date(s), services provided and whether there was a resolution to the issue. To ensure anonymity, the complaint should be given a unique identification number.
A RESOLUTION

Authorizing the City Manager to Accept Federal Fiscal Years 2023 and 2024 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00).

WHEREAS, The United States Congress enacted the FAA Reauthorization Act of 2018 (H.R. 302), which is designed to provide grants for local airport improvements; and,

WHEREAS, The City of Dayton owns, operates, and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and,

WHEREAS, The local Airport Improvement Program at the James M. Cox International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and,

WHEREAS, These projects will be funded by the United States Department of Transportation through Federal Aviation Administration Airport Improvement Project Grants (“AIP Grants”) in an aggregate amount not to exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) to be provided by City of Dayton Department of Aviation funds; and,

WHEREAS, As a result of the United States Department of Transportation and the Federal Aviation Administration’s proclivity to make AIP Grants needing immediate action, it is necessary to authorize the City Manager to accept the award of all AIP Grants on behalf of the City of Dayton during Federal Fiscal Years 2023 and 2024; now, therefore,

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

Section 1. That the City Manager or her designee is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept AIP Grants awarded by the United States Department of Transportation acting through the Federal Aviation Administration during Federal Fiscal Years 2023 and 2024 in an aggregate amount not to exceed Twenty Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match by the City of an amount not to exceed Two Million Five Hundred
Thousand Dollars and Zero Cents ($2,500,000.00), for the following Airport Improvement Program projects at the James M. Cox Dayton International Airport or the Dayton-Wright Brothers Airport: (a) pavement rehabilitation and related improvements, (b) airfield and terminal improvements, (c) land acquisition, (d) master planning, (e) equipment purchases, (f) environmental study, (g) safety, (h) security, and (i) other aviation-related projects.

ADOPTED BY THE COMMISSION........................................, 2022

SIGNED BY THE MAYOR .................................................., 2022

Mayor of the City of Dayton, Ohio

ATTEST:

______________________________
Clerk of Commission

APPROVED AS TO FORM:

______________________________
City Attorney
June 10, 2022

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

FROM: Gilbert Turner, Director
    Department of Aviation

SUBJECT: Resolution –FAA Airport Improvement Program for 2023-24

The Department of Aviation submits the attached Resolution for Commission approval. This Resolution, reviewed by the Law Department, is needed to ensure that the City can take immediate action to receive grant funding from the Federal Aviation Administration (“FAA”) under its Airport Improvement Program (“AIP”) for projects at the Dayton International Airport and Dayton-Wright Brothers Airport. This program has been providing grant funding to Aviation since 1982.

This Resolution allows the City to meet the narrow timeline prescribed by the FAA for execution of the required agreement(s) to receive federal funds for Airport projects. As is common practice with AIP grants issued by the FAA, there is often a short turnaround time in which to execute an agreement, failure to return the executed agreement can result in revocation of the grant award.

To be proactive and capture as much AIP Program grant funding as possible for Airport projects, this Resolution allows the City Manager or her designee, to execute any documentation or agreements to timely react to the immediacy needed to secure funds under this program.

As always, please contact me at 454-8212 if additional information is needed.

Encl.

cc: Ms. Lofton
    C Loritts (L)
    File
A RESOLUTION

Authorizing the City Manager to Accept Federal Fiscal Years 2021 and 2022 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00).

WHEREAS, The United States Congress enacted the FAA Reauthorization Act of 2018 (H.R. 302), which is designed to provide grants for local airport improvements; and,

WHEREAS, The City of Dayton owns, operates and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and,

WHEREAS, The local Airport Improvement Program at the James M. Cox International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and,

WHEREAS, These projects will be funded by the United States Department of Transportation through Federal Aviation Administration Airport Improvement Project Grants (“AIP Grants”) in an aggregate amount not to exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) to be provided by City of Dayton Department of Aviation funds; and,

WHEREAS, As a result of the United States Department of Transportation and the Federal Aviation Administration’s proclivity to make AIP Grants needing immediate action, it is necessary to authorize the City Manager to accept the award of all AIP Grants on behalf of the City of Dayton during Federal Fiscal Years 2021 and 2022; now, therefore,

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

Section 1. That the City Manager or her designee is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept AIP Grants awarded by the United States Department of Transportation acting through the Federal Aviation Administration during Federal Fiscal Years 2021 and 2022 in an aggregate amount not to exceed Twenty Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match by the City of an amount not to exceed Two Million Five Hundred
Expanding Resolution

Thousand Dollars and Zero Cents ($2,500,000.00), for the following Airport Improvement Program projects at the James M. Cox Dayton International Airport or the Dayton-Wright Brothers Airport: (a) pavement rehabilitation and related improvements, (b) airfield and terminal improvements, (c) land acquisition, (d) master planning, (e) equipment purchases, (f) environmental study, (g) safety, (h) security, and (i) other aviation-related projects.

ADOPTED BY THE COMMISSION ........... September 30 .......... 2020

SIGNED BY THE MAYOR .......... September 30 ............... 2020

Mayor of the City of Dayton, Ohio

ATTEST:

Rashelle Laurenson
Clerk of Commission

APPROVED AS TO FORM:

City Attorney