CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **JUNE 17, 2020**

6:00 P.M.

I. AGENDA SCHEDULE

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **Purchase Orders:**

<u>HUMAN RELATIONS COUNCIL</u>

A1. Step Up to Success!/Linda Burrs (professional executive coaching as needed through 12-31-20) **$24,650.00**

1. **(Cont'd):**

MUNICIPAL COURT

B1. Dell Marketing LP (ten laptops) **$11,859.60**
-The Human Relations Council and The Municipal Court.

Total: $36,509.60

2. **Bilbrey Construction, Inc. – Contract Modification –** for Professional Design Build Services for City Hall Renovations – Change Order Number 1 – Dept. of Public Works/Prop. Mgmt. **$29,191.23**
(Thru 12/31/21)

3. **Wood Environment & Infrastructure, Inc. – Contract Modification** – second amendment for Groundwater Monitoring Well Network Expansion and Investigations – Dept. of Water/Environmental Protection. **$500,000.00**
(Thru 12/31/22)

B. Construction Contracts:

4. **Sunesis Construction Co. – Award of Contract –** for the Anderson Reservoir Rehabilitation and New Booster Pump Station (15% MBE, 5% WBE Goal/6.34% MBE, 2.47% WBE Achieved) – Dept. of Water/Water Supply & Treatment. **$4,287,242.30**
(Thru 10/31/22)

COMMISSIONER MIMS

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

5. **No. 31817-20** Amending the City's Appropriations for the Year 2020, and Declaring an Emergency.

COMMISSIONER SHAW

6. **No. 31818-20** Appropriating Property Designated as Parcels 28 T, and 37 T in Connection with the Salem Avenue Reconstruction Phase I Project, and Declaring an Emergency.

COMMISSIONER FAIRCHILD

Emergency Resolutions – First and Second Reading:

COMMISSIONER JOSEPH

7. **No. 6510-20** Authorizing the Acceptance of a Grant Award from the Board of Commissioners of Montgomery County, Ohio via the Montgomery County Alcohol, Drug Addiction and Mental Health Services in the Amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

COMMISSIONER MIMS

8. **No. 6511-20** Authorizing the Acceptance of the Grant Award from Keep America Beautiful in the Amount of Twenty-Five Thousand Fifty-Two Dollars and Zero Cents ($25,052.00), and Declaring an Emergency.

Ordinance – First Reading:

9. **No. 31819-20** Consenting to Repair Concrete Pavement on U.S. Route 35 Within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

Ordinance – Second Reading:

10. **No. 31815-20** Consenting to Crack Seal Interstate Route 75 Within the City of Dayton, and Agreeing to Cooperate In Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

VI. MISCELLANEOUS:

ORDINANCE NO. 31820-20

RESOLUTION NO. 6512-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 978-20

City Manager's Report

From **2730 – PMB/Procurement**

Date June 17, 2020

Expense Type Purchase Order

Total Amount $ 36,509.60

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

2020 Purchase Orders

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

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

Description

HUMAN RELATIONS COUNCIL

(A1) P0200723 – STEP UP TO SUCCESS! / LINDA BURRS, MIAMISBURG, OH

- Professional executive coaching as needed through 12/31/2020.
- These services are required to provide executive coaching in leadership, organizational performance and interpersonal skills.
- Step up to Success! / Linda Burrs is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $6,000.00 by $24,650.00 for a total not to exceed $30,650.00 and therefore requires City Commission approval.
- The Human Relations Council recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	10000-1400-1159-57	$24,650.00

Signatures/Approval

Melissa A. Wilson, CPPB — Digitally signed by Melissa A. Wilson, CPPB DN: cn=Melissa A. Wilson, CPPB, o=City of Dayton, ou=Procurement Division, email=Melissa.Wilson@daytonohio.gov, c=US Date: 2020.06.10 14:47:49 -04'00'

Division — Shannon, Diane — Digitally signed by Shannon, Diane Date: 2020.06.10 15:18:19 -04'00'

Department — Joseph D. Parlette — Digitally signed by Joseph D. Parlette Date: 2020.06.11 12:25:09 -04'00'

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

MUNICIPAL COURT

(B1) P0200929 – DELL MARKETING LP, ROUND ROCK, TX

- Ten (10) laptops.
- These goods are required to provide remote access and video conferencing for the City's judges, magistrates and court staff as a result of the COVID-19 emergency.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534109 and Index #STS033.
- The Municipal Court has been awarded Technology Grant Funds in the amount of $14,858.50 from the Supreme Court of Ohio for this purchase.
- The Municipal Court recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Computer Hardware	28220-2510-1413-74	$11,859.60

The aforementioned departments recommend approval of this order.

City Manager's Report

2.

From **6480 - PW/Property Management**

Date **June 17, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$29,191.23 thru 12/31/2021**

Name **Bilbrey Construction, Inc.**

Address **832 S. Ludlow Street**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facilities Improvements	40003-6480-1425-54	$29,191.23

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

Description

PROFESSIONAL DESIGN BUILD SERVICES FOR CITY HALL RENOVATIONS – CHANGE ORDER NUMBER 1

The Department of Public Works proposes Change Order Number 1 for $29,191.23 to the existing contract with Bilbrey Construction, Inc. for the Professional Design Build Services for City Hall Renovations project. This work includes the outstanding balance to remove and install new CAT5e networking cable, including the final installation upon the arrival of the modular furniture, removal & reinstallation of all existing smoke detectors to the new ceiling tiles, the outstanding balance for the fire alarm system modifications, the removal and reattachment of the two existing WiFi modems to the new ceiling tiles with new CAT5e network cable, and tying in the HVAC controls to a new Bacnet controller.

This Change Order Number 1 is fully funded from the Facilities Improvements Fund.

The current contract amount is $483,464.00. Change Order Number 1 which totals $29,191.23, will increase the contract with Bilbrey Construction, Inc. for the professional design build services for City Hall renovations to $512,655.23.

This Change Order Number 1 has been approved by the Department of Law as to form and correctness. A copy of Change Order Number 1 and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CD 20-2324

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

_____ New Contract _____ Renewal Contract X Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 512,655.23
Initial Encumbrance	$ 483,464.00
Remaining Commission Approval	$ 29,191.23
Original CT/CF	CT192324
Increase Encumbrance	$ 29,191.23
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 0.00

Required Documentation

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

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

Amount: $ 29,191.23 Fund Code 40003 (Fund) 6480 (Org) 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Amount: _____ Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount: _____ Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Amount: _____ Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Bilbrey Construction, Inc.

Vendor Address: 832 S. Ludlow Street, Dayton, Ohio 45402
Street City State Zipcode + 4

Federal ID: 311167970

Commodity Code: 90600

Purpose: Professional design build services for City Hall renovations - Change Order Number 1

Contact Person: Chatan Robinson Public Works/Property Management (Department/Division) 6/9/2020 (Date)

Originating Department Director's Signature: [signature] 6/10/2020

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

[signature] 06/10/2020
Finance Director Signature Date

[signature] 06/10/2020 CD202324
CF Prepared by Date CF/CT Number

SA 06/10/2020

CHANGE ORDER NUMBER 1

This **Change Order Number 1** ("Change Order"), is entered into this ____ day of _____, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Bilbrey Construction (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor amended an Agreement for the Professional Design Build Services for City Hall Renovations at 101 W. Third Street, Dayton, Ohio ("Project"), CT20-2324 dated February 26, 2020 ("Contract"), to add additional design services for the sixth and fourth floors of City Hall and to construct the improvements for a proposed call center on the first floor; and,

WHEREAS, the City and Contractor agree that extra work, or altered work, must be performed to complete the project; and,

WHEREAS, the City and Contractor agree that the extra work, or altered work, or both, require the Contract to be modified; and,

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed.

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

Section 1. Under this Change Order, the Consultant shall perform the following work:

a.	Item No. 1, Outstanding Balance to Remove & Install Proposed CAT5e Network Cabling	1 LUMP SUM
b.	Item No. 2, Remove & Reinstall Smoke Detectors to Ceiling Tiles	1 LUMP SUM
c.	Item No. 3, Fire Alarm Modifications Allowance Overage	1 LUMP SUM
d.	Item No. 4, Reattach Two WiFi Modems to Ceiling Tiles, Including New Network Cabling	1 LUMP SUM
e.	Item No. 5, HVAC Controls Tied to New Bacnet Controller	1 LUMP SUM

Section 2. In consideration of Contractor's performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed Twenty-Nine Thousand One Hundred Ninety-One Dollars and Twenty-Three Cents ($29,191.23). Payment will be made as itemized in the document attached hereto as Exhibit A.

Section 4. The City and Contractor agree to extend the Project completion date from May 15, 2020 to June 15, 2020.

Section 5. The terms and compensation provided by this Change Order constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 6. Except as modified by this Change Order, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Change Order Number 1 as of the date first above written

CITY OF DAYTON, OHIO

_____
City Manager

BILBREY CONSTRUCTION, INC.

_____
Title PRESIDENT.

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 20____

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

CHANGE ORDER #1 ITEMIZED COSTS (EXHIBIT A)				
Item Description	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**
Outstanding Balance to Remove & Install Proposed CAT5e Network Cabling	LUMP	1	$18,038.33	$18,038.33
Remove & Reinstall Smoke Detectors to Ceiling Tiles	LUMP	1	$1,594.95	$1,594.95
Fire Alarm Modifications Allowance Overage	LUMP	1	$448.30	$448.30
Reattach Two WiFi Modems to Ceiling Tiles, Including New Network Cabling	LUMP	1	$1,335.65	$1,335.65
HVAC Controls Tied to New Bacnet Controller	LUMP	1	$7,774.00	$7,774.00
				$29,191.23

City Manager's Report

5.

From 6480 - PW/Property Management

Date February 12, 2020

Expense Type Contract Modification

Total Amount $470,964.00 thru 12/31/2021

Supplier, Vendor, Company, Individual

Name Bilbrey Construction, Inc.

Address 832 S. Ludlow Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facilities Improvements	40003-6480-1425-54	$248,630.00
City Hall HVAC Replacement	49003-6480-1425-54	$130,000.00
City Hall Sixth & Fourth Floor Renovations	49011-6480-1425-54	$92,334.00

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

Description

PROFESSIONAL DESIGN BUILD SERVICES FOR CITY HALL RENOVATIONS - FIRST AMENDMENT

The Department of Public Works requests approval for a first amendment to the City's agreement with Bilbrey Construction, Inc. for professional design build services for City Hall renovations. This amendment is to include the additional HVAC design services for the proposed call center, the construction of the proposed call center, and to begin design services for the proposed renovations to the sixth and fourth floors. During the design of the proposed call center, it was determined that the existing HVAC infrastructure would not properly heat the area to be constructed as we are adding two newly walled-in rooms; completely isolating them from the heat sources in this area. We have also worked with Bilbrey Construction, Inc. to develop a proposed call center construction budget to include the following Procurement Enhancement Program (PEP) goals: 13.88% MBE Participation and 4.94% WBE Participation. This First Amendment will also give authority to begin necessary design services for the sixth and fourth floor renovations.

This project is fully funded from the Facilities Improvements Capital Fund, City Hall HVAC Replacement Fund, and the City Hall Sixth & Fourth Floor Renovations Fund.

The agreement commences upon execution by the City and shall terminate on December 31, 2021.

The agreement has been approved by the Department of Law as to form and correctness. A Certificate of Funds is attached for $470,964.00.

Signatures/Approval

Division

Thomas J. Kibitz Jr.

Department

for City Manager

Approved by City Commission

Rachella Lavender

Clerk

February 12, 2020

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 483,464.00
Initial Encumbrance	$ 12,500.00
Remaining Commission Approval	$ 470,964.00
Original CT/CF	CT192324
Increase Encumbrance	$ 470,964.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ Initial City Manager's Report
____ Initial Certificate of Funds
____ Initial Agreement/Contract
____ Copy of orignal City Manager's Report
____ Copy of Original Certificate of Funds

Amount: $ 248,630.00 Fund Code 40003 (Fund) 6480 (Org) 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Amount: $ 130,000.00 Fund Code 49003 (Fund) - 6480 (Org) - 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)
Amount: $ 92,334.00 Fund Code 49011 (Fund) - 6480 (Org) - 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Amount: ____ Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Bilbrey Construction, Inc.

Vendor Address: 832 S. Ludlow Street, Dayton, Ohio 45402
Street City State Zipcode + 4

Federal ID: 311167970

Commodity Code: 90600

Purpose: The first amendment is for professional design build services for City Hall renovations.

Contact Person: Chatan Robinson Public Works/Property Management 1/31/2020
Department/Division Date

Originating Department Director's Signature: Thomas J Stitzer Jr

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 appropirated 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.

C Gordon 02/04/2020
Finance Director Signature Date

Jonie Williams 02/04/2020 CT20-2324
CF Prepared by Date CF/CT Number

SA 02/04/2020

FIRST AMENDMENT TO
DESIGN SERVICES AGREEMENT

This First Amendment to design services agreement, is entered into this 26th day of February 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Bilbrey Construction, Inc. (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on July 31, 2019 for Professional Design Build Services for City Hall Renovations at 101W. Third Street, Dayton, Ohio; and,

WHEREAS, during design of the proposed first floor call center, it was discovered that the existing HVAC system was past its useful life and would be unable to properly heat and cool the area once constructed; and,

WHEREAS, it was necessary to include HVAC design services to include the installation of a new HVAC system for this area; and,

WHEREAS, based upon the approved design for the first floor call center, the Consultant has provided a cost proposal for the construction; and,

WHEREAS, in an effort to maintain the City Hall Renovations schedule, it is necessary to begin the design services for the sixth floor & fourth floor renovations; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree to amend the Agreement as follows:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I-SERVICES TO BE PERFORMED

Consultant shall conduct a current site survey, create various floor plan designs, and prepare construction plans and specifications for the design of a centralized call center on the first floor of City Hall at 101 W. Third Street, Dayton, Ohio. The Consultant shall perform and/or address the following:

Scope of Services:

1. Initial coordination with the City: Scheduling of field survey (investigation) will be discussed, code review, and any available as-built or original construction drawings will be requested and provided.
2. Review any available drawings provided by the City.
3. Meet with City to review the first floor & call center requirements for the proposed floor plan designs.
4. Develop and provide at least two to three designs including construction cost estimates for review by the City.
5. After final design selection by the City, work to the floor plan design and associated construction cost estimates, plans, and specifications.
6. Present final construction costs estimates, plans, and specifications to the City for final review.
7. Provide additional design services for providing a new variable refrigerant flow ("VRF") HVAC system for the first floor call center for a price of $3,630.00.
8. Furnish all labor, material, equipment, and supervision necessary to complete the above first floor call center construction on a straight-time basis for a price of $375,000.00 This would be constructed in the northern corridor of the first floor and include the following:

a. The above price includes all work in accordance with App Architecture drawings (complete set, 14 sheets) dated November 13, 2019.
    i. This would include the installation of two new enclosed rooms for the proposed call center and Treasury staff with acoustical walls & flooring to limit noise echoing.
    ii. Removal of the existing HVAC unit, air devices, and much of the existing duct system in this area.
    iii. Removal of the existing ceiling grid system.
    iv. Removal and storage of all existing light fixtures to be reinstalled.
    v. Installation of the new HVAC system, ceiling grid, and the existing light fixtures based upon a new floor layout to include the proposed rooms.
    vi. Installation of necessary electrical outlets for the new workstation locations, electrical feeders for the new VRF units, removal of existing electrical wiring, and other incidental electrical items.
    vii. Removing and installing new fire alarm devices.
    viii. Peforming other planned work incidental thereto.
b. This work shall be performed with the following clarifications:
    i. The City will have this area cleared of all computers, furniture, personal effects, files, etc. so this work can be efficiently performed. This may include relocating these items to various sections within this area to avoid the proposed construction.
    ii. The files in the storage room can remain and will be covered during construction.
    iii. The freight elevator in the northeast corner can be used, if operational, by the Consultant and any other Contractors during construction. The southeastern corner stairs will be used for access as well.
    iv. The asbestos that is located in the sevice door and pipes in the chase near the entance into this area will not be disturbed. An allowance of $2,000.00 to abate floor tile in the north mechanical room, per Helix's report, is included. New resilient floor tile and base will be installed in this room.
    v. Existing floors will be protected with Masonite during construction.
    vi. A dumpster will be located on the west side of North Ludlow Street, in the parking lane, adjacent to City Hall. Necessary permits are included in this proposal.
    vii. An allowance of $4,000.00 is included for the general building permit.
    viii. This proposal includes performance and payment bonds.
    ix. All sales tax is excluded.
    x. The Consultant shall make a concerted effort to meet the Department of the Human Relations Council ("HRC") goals. These goals are to be met by the following:
        1. Cardinal Diversity Group,: $48,590.00 (13.88% MBE Participation)
        2. Titan Commercial Flooring, Inc.: $9,274.00 (2.65% WBE Participation)
        3. Perry Interiors, Inc.: $8,000.00 (2.29% WBE Participation)

        For a total participation goal of 13.88% MBE & 4.93% WBE participation. This plan has been reviewed and approved by HRC, a copy of which is attached hereto as Exhibit A.
    xi. This proposal includes daily and final clean-up, temporary protection, supervision, safety, project management, permits, tacky mats, general liability and builders risk insurance, overhead, and profit.
    xii. This proposal includes a contingency allowance of $24,912.00 for hidden or unforeseen conditions.

9. During construction of the proposed call center on the first floor, the Consultant shall also begin design services for the necessary sixth & fourth floor renovations. The Consultant shall furnish all labor, material, equipment, and supervision necessary to complete the above sixth floor & fourth floor design on a straight-time basis for a price of $92,334.00. This fee is based off of the original RFP and subsequent meetings with City staff to determine the exact scope of work for each floor. This would include the following:

a. All necessary architectural, mechanical, electrical, & plumbing items for each floor. The design shall also include all technology pathways to feed systems furniture as well as any other necessary technology devices.
    i. All necessary technology cabling shall be completed by the City.
b. Continued Owner's meetings on a monthly basis throughout the design period.
c. Field measuring and verification of existing building conditions and creation of a computer-aided design (CAD) floor plans of the existing building area.
d. Review and apply applicable sections of the Ohio Building Code and Americans with Disabilities Act (ADA) requirements.
e. Coordinate with the City's systems furniture vendor.
f. Coordinate the work with the Consultant's HVAC subconsultant.
g. Develop construction documents suitable for building permit submission to the City.
h. Provide interior design services to select new finishes that match or coordinate with existing.
i. Provide coordination between the Consultant and all subconsultants for constructability questions, scheduling, and cost estimating services.
j. Provide future construction administration services for the eventual construction of the sixth and fourth floors that shall include:
    i. Submit final drawings and specifications to the City for a general building permit.
    ii. Answer questions during bidding.
    iii. Shop drawing review.
    iv. Attend bi-weekly meetings/site visits (12 included).
    v. Attend a punch list walk-through and create the project punch lists.
    vi. Create a final record drawings based upon construction as-builts and provide to the City.

All provisions contained in the "General Provisions of the Construction and Material Specifications of the City of Dayton, Department of Public Works, Division of Civl Engineering, Dated October 1, 2008", "Amendments to the city of Dayton General Provisions", "Project Specifications", and "Plans" are hereby embodied as part of this Agreement, a copy of which is attached hereto as Exhibit B.

It is further agreed that Consultant shall assume all responsibility for the work, and take all precautions preventing injuries to persons and damage to property on or about the work.

The City specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow. All claims brought forward by Consultant must be brought forward immediately once they arise.

Any services not listed in this Agreement shall not be performed and compensated for unless it is agreed to in writing by both parties.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II-COMPENSATION

The City shall pay Consultant a sum not to exceed Four Hundred Eighty-Three Thousand Four Hundred Sixty-Four Dollars and Zero Cents ($483,464.00) for the Services actually provided in accordance with this agreement, as amended. Consultant may submit invoices to City monthly for services actually performed. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This First Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2021, unless extended to a later date by a mutual written amendment to this First Amendment or teminated according to Article 6 of the Agreement.

Section 4. Article Twelve, Prevailing Wage Rate, is hereby added to this Agreement and shall state the following:

ARTICLE XII- PREVAILING WAGES

The Consultant shall pay the prevailing wage rates of the project locality, as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau to laborers and mechanics performing the work. Consultant shall comply with the provisions, obligations, and is subject to the remedies and penalties of the Ohio Revised Code Section 4115 relating to the payment of prevailing wages. Attached to this Agreement as Exhibit C are the current prevailing rates of wages as ascertained by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. City shall , within seven (7) business days after receipt of a notice of a change in prevailing rates, notify the Consultant of the change. The Consultant shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Agreement.

Within ten (10) days of the Consultant being notified to proceed with the Agreement, the Consultant shall provide the City's prevailing wage coordinator a schedule of dates during the term of the Agreement on which wages will be paid to employees working on the project.

Consultant shall also submit monthly payroll reports with each invoice for payment, which reports shall be certified by the Consultant that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. Consultant shall be responsible for submitting all payroll reports of the Consultant's subcontractors, containing the name, address, and social security number of each employee of the Consultant and the Consultant's subcontractors paid for the work. The payroll report shall list the number of hours each employee worked each day on the project during the reporting period, the total hours each week on the project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay. The payroll report shall also list each fringe benefit and state if it is paid in cash to the employee or to a named plan. Consultant and the Consultant's subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the project.

Section 5. Article Thirteen, Liquidated Damages, is hereby added to this Agreement and shall state the following:

ARTICLE XIII- LIQUIDATED DAMAGES

The completion date bid for the construction of the call center shall be May 15, 2020. Failure to complete all Services within the Contract Completion, the City shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the table listed in the City of Dayton, Ohio Construction and Material Specifications (2008 Edition) specification 116.06, "Liquidated Damages" of $500 for each and every Day thereafter until Contract Completion, unless the Contractor timely requests and the city grants an extension of time in accordance with the Contract Documents. The amount of Liquidated Damages is agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the City, its taxpayers and the public would sustain. Liquidated Damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise. If a delay of the critical path in completion of the Project occurs which is caused by the City and the Contractor concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days

of the concurrent delay used in calculating the Liquidated Damages and the Contractor shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Contractor for all inspection regardless of any time extension.

A completion date bid for the design servics for the sixth & fourth floor renovations shall be August 1, 2020. Failure to complete all Services within the Contract Completion, the City shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the table listed in the City of Dayton, Ohio Construction and Material Specifications (2008 Edition) specification 116.06, "Liquidated Damages" of $250 for each and every Day thereafter until Contract Completion, unless the Contractor timely requests and the city grants an extension of time in accordance with the Contract Documents. The amount of Liquidated Damages is agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the City, its taxpayers and the public would sustain. Liquidated Damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the Contractor and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise. If a delay of the critical path in completion of the Project occurs which is caused by the City and the Contractor concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days of the concurrent delay used in calculating the Liquidated Damages and the Contractor shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Contractor for all inspection regardless of any time extension.

Section 6. Article Fourteen, Contract Bond, is hereby added to this Agreement and shall state the following:

ARTICLE XIV – CONTRACT BOND

The contract bond labeled Exhibit D which is attached hereto and incorporated herein must be signed before this Agreement goes into effect.

Section 7. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

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

CITY OF DAYTON, OHIO

for City Manager

BILBREY CONSTRUCTION, INC.

, PRES.

Title PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

February 12, 2020

Min./Bk. I-16 Pg. _____

Clerk of the Commission

EXHIBIT A

HUMAN RELATIONS COUNCIL (HRC) RECOMMENDATION MEMO

MEMORANDUM | DAYTON

January 16, 2020

TO: Andrew Marks
Department of Public Works

FROM: Erica Fields
Human Relations Council (HRC)

SUBJECT: **Dayton City Hall Renovations Project (Change Order)**

Bilbrey Construction, pursuant to a design build change order, submitted participation for a project that was not publically bid. They propose utilizing three (3) PEP-certified contractors in an attempt to meet the City and project's participation goals. The HRC would also note the contractor submitted evidence of "Good Faith Efforts" in an attempt to meet participation goals. No further verification was conducted by contract compliance as the awarding department selected this contractor. The HRC's contract compliance analysis has confirmed that Bilbrey Construction is an approved contractor in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative has indicated their adherence to fair hiring practices.

The recommended company to receive the aforementioned construction award is as follows:

	PERCENTAGE OF PARTICIPATION
Bilbrey Constuction	
A. MINORITY-OWNED BUSINESS ENTERPRISE	
Cardinal Diversity Group	13.88 %
B. WOMAN-OWNED BUSINESS ENTERPRISE	
Titan Flooring	2.65 %
Perry Interiors	2.29 %
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	18.82 % PEP

The attached participation verification letters should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1437.

EF

EXHIBIT B

GENERAL PROVISIONS OF THE CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE CITY OF DAYTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CIVIL ENGINEERING, DATED OCTOBER 1, 2008

EXHIBIT C

STATE OF OHIO
PREVAILING WAGE RATES

Exhibit D

Contract Bond

Bond # B3254467

KNOW ALL MEN BY THE PRESENTS

That we Bilbrey Construction, Inc. as principal and The Cincinnati Insurance Company as surety, are held and firmly bound unto the City in the sum of Three Hundred Seventy Five Thousand Dollars and Zero Cents ($ 375,000.00) lawful money of the United States, to be paid on demand, to said The City of Dayton, its successors or assigns, for which payment well and truly to be made, the undersigned bind themselves, their heirs, executors, administrators, successors or assigns, jointly and severally firmly by these presents:

THE CONDITIONS OF THIS OBLIGATIONS ARE SUCH THAT:

1. The above-named principal did on the _____day of _____, 2020 enter into the Contract hereto attached, with the City of Dayton for the Design Build Services for City Hall Renovations project which Contract is made a part of this bond the same as though fully set forth herein.
2. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall well and truly execute all and singular the stipulations by said party to be executed and shall fully and faithfully perform the work therein specified, and comply with, do and perform all and singular the terms, conditions and requirements of the plans, specifications and agreement composing said Contract, and shall hold said City harmless from any and all loss of damage in any manner resulting from any failure of said party of the second part to comply with the performance thereof, and shall indemnify and save harmless the City, from any and all claims of any kind that may be filed or asserted against said City, or any officer thereof, at any time, for the use of any patented article or for the infringement of any patent, and shall indemnify and save harmless said the City from all liens, charges, claims, demands, loss, cost, and damages of every kind and nature whatsoever, and shall pay all legal claims for labor performed upon and for material and machinery furnished for the work specified in said Contract, if the principal shall for the period of one (1) year from the date of acceptance, at his own expense, make all repairs which may become necessary by reason of defective material or workmanship, then this obligation shall be void, otherwise to remain in full force and effect in law.
3. We, the undersigned, hereby stipulate and agree that this undertaking shall be for the use of any laborer, material man, or machinery man, having just claim as aforesaid, as well as for said the City; and further, the said surety or sureties hereon hereby stipulate and agree that from time to time, and as often as they may see fit, the parties to said Contract may make additions to, omissions from or modifications of the work, and of the plans, specifications and Contract, without notice to or the necessity of obtaining the consent or approval of the surety or sureties hereon and the same shall not in any way affect the obligations of said surety or sureties on this bond.
4. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, has agreed with said the City that he will repair any defect in any roadway, pavement, sidewalk, facility, flooring or other work done under said Contract, which defect in the opinion of the City (as said term "City" is defined in said Contract) is caused by, arises out of, or is incident to the use of defective material, improper workmanship, or failure by said Contractor to comply with the specifications or any other requirement of said Contract, expressed or implied during the period of one (1) year following the acceptance by said City of the work performed under the aforesaid Contract; that such repairs shall be made as directed by and subject to the approval of the Director of Public Works and without expense to said City; and that if said Contractor fails to begin the work of making such

repairs, within five (5) days after written notice to do so, service to which notice may be made in any of the ways authorized in said Contract, or if having begun to make such repairs, such Contractor fails, neglects or refuses to carry such repairs to prompt conclusion, said the City, acting through its proper officers, may cause satisfactory repairs to be made and charge the expense thereof to and receive the same from said Contractor or his surety hereunder; provided that if the repair of a pavement, sidewalk, facility, or flooring is necessary solely because of the fact that the City has permitted openings to be made therein, subsequent to its acceptance thereof, then the said City shall be responsible for the maintenance and repair thereof.

5. If the Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall comply with the conditions of this obligation, the same shall be void, otherwise to remain in full force and effect.
6. The sum for which the principal and surety are held and bound to the City shall be ten percent (10%) of the Contract amount during the one (1) year period following acceptance as provided in paragraph four (4) above.

For purposes of this Agreement, all professional services to be performed by the Consultant shall be hereinafter referred to as "Services". Consultant shall have no liability for defects in the Services attributed to Consultants'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, images, or data, shall become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, license 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.

Witnes our signature this 5th day of February 2020.

Signed in the presence of :

Witness:

Paula Dye

Bilbrey Construction, Inc.

By: [signature]
Principal (Title)

Address: 832 S. LUDLOW ST.
DAYTON, OHIO 45402

Federal I.D. Number: 31-1167970

Kate Rose

The Cincinnati Insurance Company
SURETY

By: Mary Beth Milling
Mary Beth Milling, Attorney-In-Fact

Address: **c/o AssuredPartners**
5905 East Galbraith Road, Suite 5000
Cincinnati, OH 45236

Telephone: **(513) 624-1742**

N.B. Attach corporate seal of principal of corporation
Attach corporate seal of surety company signing

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

G. Dale Derr; Tammie J. Landess; Evan R. Derr; Randal T. Noah; Mary Beth Milling; Nancy Nemec; Stella Adams; Mark Nelson; Tammy Masterson; Katie Rose; Karen M. Speed; Julie Siemer and/or Liz P Ohl

of Dayton and Cincinnati, Ohio their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows: Any such obligations in the United States, up to Forty Million and No/100 Dollars ($40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

The Cincinnati Casualty Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

Stephen A. Jantz

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

NOTARIAL SEAL STATE OF OHIO

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 5th day of February, 2020.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

The Cincinnati Casualty Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2018

ASSETS

Cash	$ 422,230,260
Bonds	6,161,963,097
Stocks	4,552,705,759
Agents Balance Receivable	1,607,085,700
All Other Admitted Assets	403,834,010
TOTAL ADMITTED ASSETS	$13,147,818,826

LIABILITIES

Reserve for Losses and Loss Expense		$ 5,123,807,341
Reserve for Unearned Premiums		2,373,905,827
All Other Liabilities		731,001,285
Capital	$ 3,586,355	
Surplus	4,915,518,018	
		4,919,104,373
TOTAL LIABILITIES & EQUITY		$13,147,818,826

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2018 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 26th day of February, 2019.

NOTARIAL SEAL STATE OF OHIO

Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 06/26/2019

Effective 07/01/2019

Expires 06/30/2020

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

CINCINNATI INSURANCE COMPANY, THE

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of $13,147,818,826, liabilities in the amount of $8,228,714,453, and surplus of at least $4,919,104,373.

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

Jillian Froment,Director

Accredited by the National Association of Insurance Commissioners (NAIC)

City Manager's Report

3.

From **6480 - PW/Property Management**

Date **July 31, 2019**

Expense Type **Service Agreement**

Total Amount **$12,500.00 thru 12/31/2021**

Supplier, Vendor, Company, Individual

Name **Bilbrey Construction, Inc.**

Address **832 S. Ludlow Street**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facilities Improvements	40003-6480-1425-54	$12,500.00

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

Description

PROFESSIONAL DESIGN BUILD SERVICES FOR CITY HALL RENOVATIONS

The Department of Public Works requests permission to enter into a Professional Service Agreement with Bilbrey Construction, Inc. in the amount of $12,500.00 for the design-build services for City Hall renovations. This project will conduct a current site survey of the first floor, create a mutually agreed upon design for a proposed centralized call center and prepare final construction cost estimate plans and specifications.

This project is fully funded from the Facilities Improvements Capital Fund.

The agreement commences upon execution by the City and shall terminate on December 31, 2021.

The agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Rashella Lavender
Clerk

July 31, 2019
Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

CT19-2324

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 12,500.00
Initial Encumbrance	$ 12,500.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount: $ 12,500.00

Fund Code 40003 (Fund) 6480 (Org) 1425 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)

Amount: ____

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount: ____

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount: ____

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Bilbrey Construction, Inc.

Vendor Address: 832 S. Ludlow Street, Dayton, Ohio 45402
Street City State Zipcode + 4

Federal ID: 311167970

Commodity Code: 90600

Purpose: Professional design build services for City Hall Renovations

Contact Person: Chatan Robinson Public Works/Property Management (Department/Division) 7/19/2019 (Date)

Originating Department Director's Signature: Thomas J [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 appropirated 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.

[signature] 7-20-19
Finance Director Signature Date

[signature] 7/19/19 CT19-2324
CF Prepared by Date CF/CT Number

SA 7/19/19

BACK

3.

City Manager's Report

From **3470 - Water/Environmental Protection**

Date **June 17, 2020**

Expense Type **Contract Modification**

Total Amount **$500,000.00 (thru 12/31/2022)**

Supplier, Vendor, Company, Individual

Name **Wood Environment & Infrastructure, Inc.**

Address **521 Byers Road, Suite 204**
Miamisburg, OH 45342

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital Fund	53003-3420-1424-54-WD1501	$500,000.00

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

Description

GROUNDWATER MONITORING WELL NETWORK EXPANSION AND INVESTIGATIONS SECOND AMENDMENT

The Department of Water requests permission to enter into a Second Amendment with Wood Environment & Infrastructure, Inc. in the amount of $500,000.00 for the ongoing protection of the City's drinking water supply. In response to existing aquifer contamination as well as potential spills and releases, services will include installation of shallow and deep aquifer monitoring wells, water quality and water level monitoring, risk assessment inspections, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs.

The original agreement was approved on October 4, 2017 in the amount of $5,900,000.00. The First Amendment was approved on July 17, 2018 and deleted all instances of Amec Foster Wheeler Environment & Infrastructure Inc. within the Agreement and First Amendment, deleting them in their entirety and replacing with Wood Environment & Infrastructure Solutions, Inc. This Second Amendment will increase the contract amount to $6,400,000.00 and extend the term to December 31, 2022.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1815

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED CORD #1

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	10/4/2017
Expiration Date	12/31/2022
Original Commission Approval	$ 5,900,000.00
Initial Encumbrance	$ 5,900,000.00
Remaining Commission Approval	$ -

Original CT/CF	CT17-1815
Increase Encumbrance	$ 500,000.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 500,000.00

Required Documentation

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

Amount: $ 500,000.00 (Seq. 2) Fund Code 53003 - 3420 - 1424 - 54 - WD1501 - Fund Org Acct Prog Act Loc	Amount: Fund Code - - - - - - Fund Org Acct Prog Act Loc
Amount: Fund Code - - - - - - Fund Org Acct Prog Act Loc	Amount: Fund Code - - - - - - Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Wood Environment & Infrastructure Solutions, Inc.

Vendor Address: 521 Byers Road, Suite 204, Miamisburg, OH 45342
Street City State Zipcode + 4

Federal ID: 91-1641772

Commodity Code: 90793

Purpose: Amendment to the agreement to continue providing Professional Services for the ongoing protection of the City's drinking water supply through installation of shallow and deep aquifer monitoring wells, water quality level monitoring, risk assessment inspection, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs.

Contact Person: Lisa Burton-Yates Water/ Water Engineering (Department/Division) 6/4/2020 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 06-09-2020 (Date)

Sandra Williams
CF Prepared by 06/09/2020 (Date) CT17-1815 (CF/CT Number)

CORD #1
6/9/2020

MEMORANDUM | DAYTON

June 8, 2020

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

FROM: Michael Powell, Director
Department of Water

SUBJECT: Water Department Contract Items for June 17th Commission Meeting

The Department of Water is recommending the award of two contracts for approval on the June 17, 2020 City of Dayton Commission Meeting. The Department of Water considers each of these contracts essential to maintaining operations. Each of the items are detailed below:

Anderson Reservoir Rehabilitation
The Department of Water requests permission to enter into a Contract with Sunesis Construction Co., in the amount of $4,287,242.30 for the Anderson Reservoir Rehabilitation and New Booster Pump Station project. This amount includes the base bid of $3,897,493.00 and Alternate No. 1 – Contingency Allowance for $389,749.30 (10% of the base bid). This project consists of comprehensive crack repairs, expansion joint repairs, spall repairs, and placing a geomembrane liner to further protect and extend the life of the structure. In addition, this project includes the construction of a new booster pump station.

Three bids were received for this project on April 30, 2020. After evaluating the bids, Sunesis Construction Co.'s bid was determined to be the lowest. The Human Relations Council received a waiver request and subsequently recommended Sunesis Construction Co. for award. The estimated cost for the project was $4,840,000.00. The time of completion is October 31, 2021.

Groundwater Monitoring Well Network Expansion and Investigation – Second Amendment
The Department of Water requests permission to enter into a Second Amendment with Wood Environment & Infrastructure, Inc. in the amount of $500,000.00 for the ongoing protection of the City's drinking water supply. In response to existing aquifer contamination as well as potential spills and releases, services will include installation of shallow and deep aquifer monitoring wells, water quality and water level monitoring, risk assessment inspections, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs.

The original agreement was approved on October 4, 2017 in the amount of $5,900,000.00. The First Amendment was approved on July 17, 2018 and deleted all instances of Amec Foster Wheeler Environment & Infrastructure Inc. within the Agreement and First Amendment, deleting them in their entirety and replacing with Wood Environment & Infrastructure Solutions, Inc. This Second Amendment will increase the contract amount to $6,400,000.00 and extend the term to December 31, 2022.

c: Joe Parlette

SECOND AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT, is dated this ___ day of _____, 2020 between the City of Dayton, Ohio ("City") and Wood Environment & Infrastructure Solutions, Inc. ("Consultant"), who previously conducted business as Amec Foster Wheeler Environment & Infrastructure, Inc. ("Amec Foster Wheeler").

WHEREAS, on October 26, 2017, the Commission of the City of Dayton approved an Agreement for Professional Services (CT17-1815) between the City and Consultant ("Agreement"); and

WHEREAS, Consultant changed their name from Amec Foster Wheeler Environment & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc. as an administrative change in nature, effective on April 16, 2018; and,

WHEREAS, The City desires guidance and a recommended treatment and remediation technology in response to potential adverse impacts to the groundwater and the City's drinking water supply; and,

WHEREAS, Services will include implementing a hydrogeological investigation and necessary infrastructure improvements to support the Source Water Protection Program; and,

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

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

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

ARTICLE 1 – TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement in Article 12, Subsection J.

2. Article 2, Services To Be Performed By Consultant, is hereby deleted in its entirety and replaced with the following:

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services described in Attachment A and any as-needed services directed by the Department of Water. Services may include hydrogeology investigations, installation of surface water monitoring stations, groundwater stations, pump tests, and necessary infrastructure improvements to support the Source Water Protection Program.

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

ARTICLE 3 – COMPENSATION

City shall pay Consultant a total amount not to exceed SIX MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($6,400,000.00), as set forth in Attachment B in addition to all direct and indirect labor charges, material costs, overheads, and profits plus all other fees and charges including expenses.

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

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

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2020

Min./Bk._____ Pg._____

_____
Clerk of the Commission

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By_____

Title_____

CERTIFICATE OF FUNDS

CT17-1815

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract ____ Renewal Contract X Change Orders

Contract Start Date	10/4/2017
Expiration Date	7/31/2019
Original Commission Approval	$ 5,900,000.00
Initial Encumbrance	$ 5,900,000.00
Remaining Commission Approval	

Original CT/CF	CT17-1815
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: ____ Fund Code __ - __ - __ - __ - __ - __ (Fund Org Acct Prog Act Loc)	Amount: ____ Fund Code __ - __ - __ - __ - __ - __ (Fund Org Acct Prog Act Loc)
Amount: ____ Fund Code __ - __ - __ - __ - __ - __ (Fund Org Acct Prog Act Loc)	Amount: ____ Fund Code __ - __ - __ - __ - __ - __ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Wood Environment & Infrastructure Solutions, Inc.

Vendor Address: 521 Byers Road, Suite 204, Miamisburg, OH 45342
Street City State Zipcode + 4

Federal ID: 91-1641772

Commodity Code: 90793

Purpose: First Amendment for the name change from AMEC Environment and Infrastructure to Wood Environment Infrastructure Solutions.

Contact Person: Lisa Burton-Yates Water / Water Engineering (Department/Division) 7/27/2018 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] — Finance Director Signature 8-6-18 — Date

[signature] — CF Prepared by 8/2/18 — Date CT17-1815 — CF/CT Number

SA 8-2-18

FIRST AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT, is dated this 17th day of July, 2018 between the City of Dayton, Ohio ("City") and Wood Environment & Infrastructure Solutions, Inc. ("Consultant"), who previously conducted business as Amec Foster Wheeler Environment & Infrastructure, Inc. ("Amec Foster Wheeler").

WHEREAS, On October 26, 2017, the Commission of the City of Dayton approved an Agreement for Professional Services (CT17-1815) between the City and Consultant ("Agreement"); and,

WHEREAS, Consultant changed its name from Amec Foster Wheeler Environment & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc. as an administrative change in nature, effective on April 16, 2018; and,

WHEREAS, The parties desire to amend the agreement to reflect the correct entity title.

NOW THEREFORE, City and Consultant mutually agree to amend the Agreement as follows:

1. All instances of Amec Foster Wheeler Environment & Infrastructure, Inc., within the Agreement, shall be deleted in their entirety and replaced with Wood Environment & Infrastructure Solutions, Inc.

2. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

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

CITY OF DAYTON, OHIO

for _____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

for _____
City Attorney

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By _____

Title Principal Project Manager

No Commission Action Required

wood.

Wood Environment & Infrastructure Solutions, Inc.
1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
USA
T: 770-360-0600
www.woodplc.com

Lisa Burton-Yates

April 16, 2018

Dayton, City of
Supply Chain Manager
320 W Monument Ave
Dayton, OH 45402-3017

Subject: Change of Name

Dear Valued Client;

We are pleased to inform you that our name was changed on April 16, 2018, from Amec Foster Wheeler Environment & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc.

Please be advised that this is a change of name only. Our federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) will remain the same. Likewise, there is no change in the invoice payment address.

This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services you have with Amec Foster Wheeler. We will continue to provide the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

Effective, April 16, 2018, our business correspondence will reflect the Wood Environment & Infrastructure Solutions, Inc. name. If your company requires changes to our contract documents, or has any other procedural requirements, please advise at your earliest convenience and we will work with you to process any required documentation.

If you have any questions regarding the name change, please contact melissa.brochu@woodplc.com. Thank you for your business, and we look forward to continuing to serve you.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.

Ann Massey

Ann Massey
President & CEO

City Manager's Report

2.

From **3470 - Water/Environmental Protection**

Date **October 4, 2017**

Expense Type **Service Agreement**

Total Amount **$5,900,000.00 (thru 12/2021)**

Supplier, Vendor, Company, Individual

Name **Amec Foster Wheeler Environment & Infrastructure, Inc.**

Address **521 Byers Road, Suite 204**
Miamisburg, OH 45342

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 General Obligation Bond	53807-3470-1424-55	$5,900,000.00

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

Description

GROUNDWATER MONITORING WELL NETWORK EXPANSION AND INVESTIGATIONS

The Department of Water requests permission to enter into an Agreement with Amec Foster Wheeler Environment & Infrastructure, Inc. in the amount of $5,900,000.00 for the ongoing protection of the City's drinking water supply. In response to existing aquifer contamination as well as potential spills and releases, services will include installation of shallow and deep aquifer monitoring wells, water quality and water level monitoring, risk assessment inspections, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs. The Agreement specifies that services including necessary equipment such as drilling rigs and remediation and sampling instrumentation will be provided by qualified technical personnel within forty-eight (48) hours of notification.

In response to RFP No. 17043D, a selection committee evaluated two proposals. Amec Foster Wheeler Environment & Infrastructure, Inc. was accepted and selected for services associated with Groundwater Investigations.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2021, with an option to renew for another year.

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

A Certificate of Funds is attached.

Signatures/Approval

Michele D. Simmons
Division

Department

City Manager

Approved by City Commission

For Clerk

October 4, 2017
Date

FORM NO. MS-16

Updated 8/2016

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made this 26th day of October, 2017, between the City of Dayton, Ohio, ("City"), and Amec Foster Wheeler Environment & Infrastructure, Inc. 521 Byers Rd, Suite 204. Miamisburg, OH 45342 ("Consultant").

WITNESSETH THAT:

WHEREAS, The City desires the capabilities to perform comprehensive aquifer investigations, risk assessment inspections, water quality and water level monitoring installation and maintenance of water level data loggers and telemetry, and installation and maintenance of micro-gas chromatographs in response to potential adverse impacts to the groundwater and the City's drinking water supply; and,

WHEREAS, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services and will provide the necessary equipment; and,

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

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

ARTICLE 1. TERM.

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. The City at its sole discretion may exercise an option to extend this Agreement for an additional year at the established rates.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT.

Consultant shall provide all services necessary to complete the obligations, duties, and requirements that are described in an Attachment A ("Services") which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION.

The total remuneration by the City shall not exceed FIVE MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($5,900,000.00) and shall be paid according to Attachment B, attached hereto and incorporated herein by reference. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Invoices shall state the invoice period, total amount requested, Services provided during the invoice period, and associated receipts.

The City shall remit payment to Consultant within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in who or in part to the performance of the Services and shall be clearly identified and readily accessible to City.

ARTICLE 4. CITY'S RESPONSIBILITIES.

The City will furnish to Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services. In addition, the City will furnish the services of at least one of the City's employees or staff as required by Attachment C.

ARTICLE 5. STANDARD OF CARE.

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant will have no liability for defects in the Services directly attributable to Consultant's reliance upon, 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, there is an error in the Services caused by Consultant's failure to meet such standards and City has notified Consultant in writing of any such error within that period, Consultant 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.

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from and against all claims, judgments, 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 the Agreement and/or the acts, omissions, or conduct of Consultant and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

The parties specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City shall not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of Consultant. In addition, the City shall not, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of Consultant to perform its duties as set forth in this Agreement. Also, the City shall not, by participating in meetings and consultations with Consultant and the decisions resulting therefrom, in any degree or to any extent be liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains solely that of Consultant.

Regardless of completion of the Services, obligations, and duties in this Agreement, or the termination of this Agreement, the terms and conditions of this Article will survive.

ARTICLE 7. INSURANCE.

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, at minimum 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) Consultant shall maintain errors and omissions insurance in the amount of ($1,000,000).
(6) Environmental Impairment Liability Insurance, having a minimum amount of ($1,000,000) per occurrence and ($5,000,000) aggregate.

The Consultant shall furnish to the City all current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this. All 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 policy limits stated above. The Consultant shall cause all required policies of insurance to contain a provision requiring at minimum a thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage.

Consultant shall maintain Workers' Compensation Insurance as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. CONFIDENTIALITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

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

ARTICLE 10. TERMINATION.

This Agreement may be terminated in the event of or under any of the following circumstances:

1. A receiver for Consultant's assets is appointed by a court of competent jurisdiction.
2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Consultant's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Consultant to remedy such failure within thirty (30) days from the date of written notice from City.
4. Consultant's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Consultant desires to terminate this Agreement.
6. The City may terminate this contract at any time upon thirty (30) days written notice to the Consultant.

Any termination of this Agreement shall not relieve the Consultant of any liability to the City for damages sustained by virtue of any breach by the Consultant. After termination of this Agreement, the City shall not be under any further monetary obligation or commitment to the Consultant. 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 11. RECORDS AND RETENTION

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

All Records, including any and all supporting documentation for invoices and Records submitted to City, shall be retained by Consultant and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Consultant shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 12. STANDARD TERMS.

A. DELAY IN PERFORMANCE

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

materials, accesses, or services required to be provided by either the City or Consultant under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

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

B. GOVERNING LAW AND VENUE

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

Consultant: Amec Foster Wheeler Environment & Infrastructure, Inc.
521 Byers Rd., Suite 204
Miamisburg, OH 45342
Attention: Paul Stork, Office Manager

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Jim Shoemaker, Division of Environmental Management

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

City Manager

Date: 10/26/17

AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE, INC.

By:

Title: OFFICE MANAGER

APPROVED:

Director, Department of Water

APPROVED AS TO FORM AND CORRECTNESS:

for City Attorney

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

October 4, 2017

Min./Bk. I-15 Pg. 0051

Rachelle Lavender

Clerk of Commission

CERTIFICATE OF FUNDS

CT17-1815

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	10/04/17
Expiration Date	12/31/21
Original Commission Approval	$ 5,900,000.00
Initial Encumbrance	$ 5,900,000.00
Remaining Commission Approval	$ -

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

Required Documentation

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

Amount: $ 5,900,000.00	Amount:
Fund Code 53807 - 3470 - 1424 - 55 - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Amec Foster Wheeler

Vendor Address: 521 Byers Road, Suite 204, Miamisburg, OH 45342
Street City State Zipcode + 4

Federal ID: 91-1641772

Commodity Code: 90793

Purpose: To provide Professional Services for the ongoing protection of the City's drinking water supply through installation of shallow and deep aquifer monitoring wells, water quality level monitoring, risk assessment inspection, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs.

Contact Person: Lisa Burton-Yates

Water/ Water Engineering (Department/Division) 9/22/2017 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 9-25-17 (Date)

CF Prepared by 9/25/17 (Date) CT17-1815 (CF/CT Number)

RHH CR 9/22/17

Finance Department

October 18, 2011

1 1 9/22/17 mb

ATTACHMENT A
TO
AGREEMENT FOR CONSULTING SERVICES

City: **City of Dayton, Ohio**
Project: **Groundwater Monitoring Well Network Expansion and Investigations**
Consultant: **Amec Foster Wheeler Environment and Infrastructure, Inc.**

Scope of Work / Project Requirements. In response to changes in the Source Water Protection Program ("SWPP") including a much larger protection area, the City of Dayton Water Department is expanding the existing early warning monitoring well network. In addition, emergency response and time-critical groundwater investigations are initiated in response to spills and releases which have impacted or have the potential to impact groundwater and the City's drinking water supply. Other investigations are performed to enhance our understanding of the groundwater quality and underlying deposits by defining the lateral and vertical distribution of existing groundwater contamination and to determine the appropriate mitigation remedy.

The City's contractor must be able to respond to episodes of groundwater contamination, under the direction of the Division of Environmental Management ("DEM"), within forty-eight (48) hours of notification. The contractor must be able to interpret geological and groundwater quality issues based on available information and make sound turn-key decisions that are in the best interest of the Water Department and consistent with the Triad Approach. The contractor and drilling crew must be familiar with the buried valley deposits that underlie the Miami Valley and Southwest Ohio and have extensive experience in delineating groundwater contaminant plumes by vertically profiling water quality via slotted hollow stem auger (preferred in the upper aquifer) or rotosonic drilling techniques.

The contractor will also submit memorandums summarizing the investigations; perform soil and groundwater sampling, monitoring water levels through "snapshot" events, collect soil samples, and drilling and installing monitoring wells via conventional methods (standard hollow stem auger drilling). Additionally, the contractor will provide comprehensive review of remediation sites in the Source Water Protection Area ("SWPA"), Phase 1 and 2 Environmental Site Assessments ("ESA"), Brownfield sites, and reports associated with the Ohio Voluntary Action Program. The contractor will also perform water quality and water level monitoring to over 330 existing monitoring wells. Lastly, the contractor will perform risk assessment inspections of selected businesses and industrial sites in the SWPA.

The contractor will also install and service water level and monitoring equipment in existing monitoring wells until term listed in Article 1. This will include telemetry equipment that allows for real time secured remote viewing and do not require cellular use agreements. The automated Micro Gas Chromatograph ("GC") units must be adjustable to analyze for chlorinated ethenes or other Volatile Organic Compounds ("VOCs") and Poly and Perfluoroalkyl Substance ("PFAS") compounds. The Micro GC units shall be able to both pump the groundwater from the well and be able to analyze for selected VOC analysis once per day. The unit shall be water proof and operable in all types of weather. The contractor will also perform a Bayesian statistics-based methodology to optimize the scheduling of long-term monitoring. Some of the well locations will be based on known or potential sources while others will be based on a data driven analysis approach.

A. Locations

Locations will include, but are not limited to the City's Multi-Jurisdictional Source Water Protection Area and the five-year time of travel. Information regarding Dayton's SWPP and SWPA can be viewed at http://www.daytonohio.gov/154/Source-Water-Protection-Program. All groundwater

investigations are anticipated to occur within the Great Miami Buried Valley Aquifer System ("GMBVA") or the limestone and shale formations which make up the valley walls surrounding the GMBVA.

B. Utility Clearance

The contractor will be required to field locate all existing utilities prior to set-up at each location. Upon initial notification of an emergency response groundwater investigation, the contractor will contact the Ohio Utilities Protection Service ("OUPS"). All other entities that may have underground utilities in the area and are non-members of OUPS shall be notified by the contractor.

C. Health and Safety

Due to the potential to encounter groundwater contamination, the contractor shall have a complete health and safety plan for all onsite personnel including subcontractors. At a minimum, this plan will address onsite monitoring, personal protective equipment and action levels to be utilized by all onsite personnel. The contractor will provide the City with a Health and Safety Plan prior to the start of each investigation.

D. Borehole Advancement

For conventional auger: "Screen" which is welded to a conventional auger will not be acceptable.

All borings shall be advanced for the primary purpose of vertical characterization of groundwater contamination and monitoring well installation. The drilling method employed must be slotted hollow stem auger ("SHSA") or rotosonic. The drilling method must be compatible with the collection of representative groundwater samples at discreet intervals (see Groundwater Sampling). The SHSA is the preferred method and must be capable of drilling and performing vertical aquifer sampling to depths of up to one hundred (100) feet. The lower five (5) feet of auger must be laser or machine slotted. SHSAs must have new O-ring seals separating five-foot auger sections. Augers found to be in poor condition will be rejected. To promote discreet and representative interval samples, the lead slotted auger must have a Teflon plug. As a result no split spoon samples will be required during vertical sampling under this method. However, SHSA borings may be gamma logged to confirm lithology.

Rotosonic drilling is required for all borings greater than one hundred (100) feet and will include continuous core sampling. The introduction of water into the borehole during rotosonic drilling will not be acceptable except as a result of extreme drilling conditions and must be approved by DEM. Any water added to the borehole must be accurately measured and evacuated prior to interval development.

NOTE: Non-vertical profiling borings will be drilled via a conventional hollow stem auger. Continuous split spoon (two-foot spoons) sampling will be performed until the desired depth is drilled. Soil samples will be collected at two depths during borehole advancement based on results of headspace readings; and one at the groundwater interface. If the subsurface is known to contain old foundations, the rotosonic drilling method may be employed.

E. Drilling Fluids

If the rotosonic drilling method is used, it must be dry-drilled unless extreme drilling conditions are encountered which necessitates the introduction of water to the borehole. Any water added to the borehole must be pre-approved by DEM. A totalizer, or similar measuring instrument, will be used to record the amount of water added. Any water added to the hole must be evacuated prior to collecting vertical profile samples. Drilling water shall be obtained directly from a designated City production well or a pre-tested water source.

F. Vertical Aquifer Sampling

Groundwater samples shall be collected during borehole advancement of all borings. This method of subsurface exploration is intended to provide a qualitative vertical characterization of groundwater contamination. Onsite laboratory results will supplement the lithologic information to determine appropriate screen length and depth.

Groundwater samples will be collected at "first water" (approximately five feet into the saturated deposits), above all low-permeability layers/lenses and at ten (10) foot intervals in permeable deposits. Sampling intervals must be no more than five feet in length.

To promote discreet interval samples, the submersible pump must have an inflatable packer above the pump to eliminate water from above the selected interval from entering the intended sampling zone. (Note that new O-ring seals should prevent any water from entering the zone and are required for screened hollow stem auger drilling– see Borehole Advancement.)

Each sampling interval shall be developed by slight overpumping from a submersible pump until water is less than 25 NTUs. Temperature, pH and specific conductivity will be measured on a groundwater fraction from each sampling interval to assure proper development. Development water shall be containerized and transported by the contractor to a site designated by the City.

The contractor shall sample each interval using a low flow-purge submersible pump. The contractor shall collect two sets of Volatile Organic Analysis ("VOA") vials for onsite analysis and one set for the City. The contractor shall properly label each sample container (including those set aside for the City) and store them on ice. The contractor shall arrange a schedule with the City's commercial laboratory for pick-up/delivery at the drilling site or will arrange for the samples to be dropped off at the laboratory before 5:00 p.m. each day.

G. Onsite Laboratory Analyses

All vertical samples shall be analyzed onsite for VOCs via a mobile laboratory. The mobile laboratory shall be self-contained and equipped with a GC, a generator and associated support equipment. The GC shall employ a photoionization detector and flame ionization detector.

The GC shall be calibrated, at least one hour prior to the first analysis, using mixtures or standard mixtures applicable to the compounds to be quantified for the day. Periodic checks will be performed each day to demonstrate consistency in instrument calibration. Results for key petroleum and chlorinated ethene hydrocarbons must be available within forty-five (45) minutes from the time the sample was collected.

The following chlorinated ethene and petroleum hydrocarbon compounds require detection limits of five (5) micrograms per liter (ug/l) or less: tetrachloroethylene ("PCE"), trichloroethylene ("TCE"), trans 1,2 dicloroethylene (trans 1,2 DCE), cis 1,2 dichloroethylene (cis 1,2 DCE), 1,1 dichloroethylene (1,1 DCE), and vinyl chloride. The City may require the contractor to identify the presence of chlorinated ethane compounds such as 1,1,1 trichloroethane (1,1,1 TCA), 1,1 dichloroethane (1,1 DCA) and 1,2 dichloroethane (1,2 DCA) or petroleum compounds such as benzene, toluene, ethylbenzene and xylene.

H. Soil Sampling and Analysis

All non-vertical profile drilling will include the collection of soil samples during borehole advancement. Soil samples will be collected at two depths during borehole advancement based on results of headspace readings; and one at the groundwater interface. The contractor will submit the soil samples to an Ohio Voluntary Action Program certified laboratory. The analytical parameters will be site specific.

I. Holes Abandoned for Cause

If the City determines that, for reasons beyond the control of the contractor, it is necessary to stop drilling, or the hole is lost before the objective or desired depth is reached and further attempts to save or complete the hole are not practical, the hole will be ordered abandoned for cause. The contractor shall abandon the hole as described under Borehole/Well Abandonment. The contractor will be paid for work completed including the footage drilled.

J. Defective Holes

If the City determines that the hole is lost due to, negligence, incompetence or malpractice on the part of the contractor or his subcontractors, or to the use of defective or unsuitable equipment, the City will notify the contractor and order the hole abandoned. The contractor, at his own expense, will abandon the hole as described under Borehole/Well Abandonment. The contractor will not be paid for any footage in any hole abandoned because of defects caused by the contractor or his

subcontractors. The contractor shall drill a new hole at an alternate site in the immediate area as approved by the City.

K. Soil Containment

With the exception of drilling activities along City right-of-ways, a temporary catchment pit shall be excavated and double lined with polypropylene prior to the commencement of drilling. The pit shall be located downslope of the borehole and will be of suitable size to contain all auger cuttings and development and decontamination water. Where access prohibits, a double lined (temporary) above ground catchment may be constructed and used in lieu of catchment pits. Following site completion, all liquids shall be pumped from the pit, containerized and transported to a site designated by the City. The contractor shall collect a composite sample of the pit soils to be analyzed for VOCs (Method 8260). If analytical results indicate levels below Ohio Voluntary Action Program ("OVAP") Single Chemical Generic standards (dependent on the existing use of the property, i.e. residential or commercial/industrial), the contractor will remove the polypropylene liner and backfill the pit level with the surface. If analytical results indicate contamination above OVAP standards, the contactor will be responsible for proper transportation and disposal costs. The contractor will first transport the drums to a temporary staging area located at Ottawa Yards.

For wells drilled along City right-of-ways or on private property where catchment pits are prohibited, all auger cuttings and/or bailer material shall be contained in 55-gallon drums. Upon site completion, the contractor shall provide proper transport to a temporary staging area as designated by the City. When the investigation has been completed, the contractor will collect an appropriate number of drum samples for proper disposal. Any excavated areas left open or obstacles which may be potentially dangerous to the public will be adequately fenced, taped and/or barricaded to clearly identify any physical hazards. This may include the use of caution lights.

L. Decontamination

This item covers the work, materials and equipment necessary for cleaning all drilling, logging and sampling equipment.

All equipment shall be washed and cleaned prior to going onsite. All equipment to be introduced to the borehole must be cleaned prior to introduction. Equipment to be cleaned will include (but not necessarily be limited to) well casings, well screens, rods, drill bits, pumps, samplers, logging tools, drive casings and augers. The decontamination process consists of hosing the drilling equipment with a high-pressure hot water rinse.

All sampling tools shall be cleaned prior to use including at a minimum, rods, bits, pumps, samplers, hand tools, and logging tools. Any tools that come in contact with the soil or groundwater during the drilling process shall be cleaned.

The contractor must provide all equipment necessary for this cleaning process, including clean water and a mobile hot water high-pressure washer, as necessary. All water used in the decontamination process shall be containerized and transported by the contractor to a site designated by the City. Equipment and procedures used by the contractor for the cleaning of drilling and sampling equipment must be approved by the City.

M. Well Construction

All borings shall be completed using two (2) inch, schedule 40, flush joint threaded PVC casing and screen. It is anticipated that screen slot size will be 0.010 inch and screen length will be ten (10) feet. However, screen lengths of five (5) feet should be on hand during the project. Centralizers will be used to center casing and screen in the borehole and to ensure an even distribution of filter pack and seals around the casing and screen for wells greater than 80 feet. Centralizers shall be placed at the bottom and near the top of the screen with one centralizer placed at every twenty-five (25) feet of casing. No centralizer will be placed just below land surface.

N. Well Completion

For all wells, and depending on the percentage of fines in the proposed interval, either sand or gravel pack or naturally caved-in formation shall be installed or allowed to collapse around the well screen to a depth of three to five feet above the top of the screen. One foot of fine sand shall be placed

immediately above the sand or natural pack. Each well shall have a two to four foot bentonite seal (bentonite pellets) above the fine sand and a bentonite/cement slurry tremie-grouted from the top of the bentonite seal to the frost line.

After the slurry has settled, 4,000 psi air-entrained concrete (4%-6% air) shall be used to fill the annular space above the slurry, to secure a four (4) inch or eight (8) inch square protective casing and to construct a fifty-four (54) inch square concrete pad. (Note: Concrete pads securing flush mount vaults shall be 36" by 36".) The pad shall slope away from the casing in all directions. For stick-up wells, three 6-inch steel guard posts will be installed near the edge of the pad and will be secured in concrete poured separately from the "pour" used to construct the pad.

Wells installed along City right-of-ways and on private property will be completed in a flush mount vault level with the surface. Flush mount vaults must offer a high security locking system requiring a key and specialized opening tool.

The contractor will cut a V-shaped notch into the top of the casing to represent the measuring point for each well installed.

O. Well Development

The well shall be developed until the water is free from sand, silt, and turbidity. The contractor shall develop the well by first extracting sediment via a submersible or centrifugal pump and vacuum hose, then pumping at rates no greater than eight gallons per minute. If this method does not allow for timely development, the contractor may adopt a mechanical surging (surge block) method. Air lift pumps or any other pumping method where air comes in contact with the water will not be an acceptable method of development unless authorized by DEM.

The contractor shall furnish a pump, generator, and any other necessary appurtenances.

Development water shall be containerized and transported by the contractor to a site designated by the City.

The contractor will provide a non-potable water tank of at least five hundred (500) gallons to containerize development water. Physical and chemical parameters including temperature, pH, specific conductance and turbidity of the water shall be measured during well development. Development will be considered complete when the pH, temperature, and specific conductance of the discharge water have stabilized or until a maximum of ten well volumes are removed, and the turbidity of the water is less than twenty-five (25) nephelometric turbidity units ("NTUs") as verified by a nephelometer.

Once the well is completely and properly developed, a sample shall be collected and analyzed on site for VOCs and priority pollutant metals (filtered). Additional samples will be collected for the City and properly stored on site.

P. Downhole Gamma Logging

SHSA borings may be gamma logged prior to well installation to provide supplemental stratigraphic information. Qualified personnel must perform the gamma ray logging. The equipment must meet the DEM's approval. Documentation must be provided to show the equipment has been calibrated immediately prior to use on this project and recalibrated on a monthly basis or as needed (whichever is more frequent) throughout the project.

Q. Restoration

The area surrounding the monitoring wells, abandoned holes and any other work sites shall be returned to the original condition and to the satisfaction of the City. This includes removal or replacement of trees, large rocks or metal, the placement of topsoil, seeding or the placement of sod. This also includes the leveling and grading of dirt or gravel roads.

R. Survey

A complete survey will be required on all wells. This will include both a horizontal and a vertical (NAVD 88) survey. The City will provide information regarding existing USGS benchmarks and the City's GPS monuments.

Each well will require an X and Y coordinate (State Plane) and two Z coordinates. The vertical survey will include top-of-well-casing ("TOWC") elevation, taken at the "measuring point", and a surface elevation.

S. Well Sampling Events

The contractor will sample 70 investigation wells on a quarterly basis. The contractor will properly purge at least three well volumes from each well prior to sampling. Purge water will be contained via a water tank or drums. If drums are used, a representative number of samples will be collected and analyzed for non-hazardous waste disposal. The contractor will deliver the well samples and associated chain of custodies to a local commercial laboratory under a City purchase order. If a water tank is used to contain purge water, the contractor will transport the tank to a designated sanitary pump station for disposal. The well samples will be analyzed for VOCs (Method 8260).

T. Memorandums

After the completion of field activities, the following information will be submitted to the City in the form of a Draft Memorandum (for each investigation):

1. Project location map.
2. Executive Summary.
3. Summary of activities.
4. Findings, conclusions, and supporting conceptual maps (potentiometric and iso-concentration), cross-sections, summary tables and laboratory reports.
5. Boring/well logs.
6. Well construction diagrams including well depth, screen location, screen length, slot size, vertical distribution and amount of sand or gravel pack, vertical distribution and amount of cement/bentonite, and survey information.
7. Well development logs and sampling procedures.
8. Spreadsheets showing the analytical parameters and mobile lab results.

Following DEM review, the contractor will submit a final memorandum.

U. Meetings and Report Preparation

The contractor shall attend monthly meetings and weekly conference calls with the City to facilitate rapid and efficient project execution. In addition, the contractor shall keep the City informed regarding activities and findings on a daily basis during investigations. Following the completion of each investigation, the contractor will submit to the City a draft memorandum summarizing site activities and findings, maps, cross-sections, pictures, and tables for review. The contractor will submit three copies of the final memorandum to the City.

ADDITIONAL REQUIREMENTS

A. The contractor will apply for and obtain all necessary permits, manifest, and file any other necessary paperwork.

B. The contractor will be responsible for erosion control requirements relative to drainage ditches, waterways and the City's Municipal Separate Storm Sewer System (MS4) including but not limited to silt fencing and catch basin protection.

C. To ensure compliance with the regulations pertaining to all work necessary, a representative of the contractor will be *onsite* at all times when subcontractors are working.

D. The contractor and subcontractor(s) are required to comply with all applicable regulations including, but not limited to Occupational Safety and Health Administration ("OSHA"), American National Standard Institute ("ANSI"), American Petroleum Institute (API), Environmental Protection Agency ("EPA"), National Fire Protection Association ("NFPA"), and the Ohio Department of Natural Resources ("ODNR"), pertaining to all work associated with this project. The contractor is responsible for ensuring that all personnel including all onsite subcontractors comply with all health and safety requirements.

E. All samples, to be analyzed by the City's commercial laboratory, will be taken in accordance with US EPA and Ohio EPA guidelines and regulations. A chain of custody is to be completed for each non-mobile laboratory sample taken.

F. In the event that fifty-five (55) gallon drums or roll-off boxes are used to contain auger cuttings, rotosonic cores, or "catchment pit" material, the contractor will be responsible for appropriate packaging, labeling, transportation, and proper disposal. The contractor may be asked to transport material to a temporary staging area located at Ottawa Yards. (The contractor will be escorted by DEM personnel to gain entry into Ottawa Yards.) The contractor will conform to all applicable transportation regulations. Additionally, the contractor will be responsible for spill clean-up associated with these activities.

G. All memorandums will be submitted to the City in draft form. The City reserves the right to request changes and/or modifications of the draft memorandums prior to the acceptance of any final memorandums.

H. All work which does not conform to the specifications will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to final acceptance of the work will be corrected or removed immediately and completed or replaced in an acceptable manner at the contractor's expense.

I. All equipment proposed for use during the project shall be of appropriate design and properly maintained to conduct the work and to produce a satisfactory result. Equipment used on any portion of the project shall be utilized such that no damage to public roadways or adjacent property will result from its use.

J. The result of all services under this contract will be "exclusive property" of the City of Dayton and all documents (including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data (including groundwater modeling information) and all copies or reproductions thereof, or other information received or generated in the performance of this agreement) shall be delivered to the City, and shall be maintained as strictly confidential and not disclosed to others, including individuals, corporations, or government agencies, either before or after the termination of this agreement, except as expressly authorized in writing by the City of Dayton, Ohio.

K. All work will be charged to the City based on time and materials not to exceed the total amount specified in the proposal and Contract. The City reserves the right to delete and/or modify the work required as deemed necessary within the scope of the total money available.

ATTACHMENT B
TO
AGREEMENT FOR CONSULTING SERVICES

City: **City of Dayton, Ohio**
Project: **Groundwater Monitoring Well Network Expansion and Investigations**
Consultant: **Amec Foster Wheeler Environment and Infrastructure, Inc.**

COMPENSATION

1. The total "Not-To-Exceed" fee for performance of the Scope of Services is $5,900,000.00.

   The Fee Schedule for personnel is as follows:

AMEC FOSTER WHEELER FEE SCHEDULE
****
Amec Foster Wheeler's labor fee schedule for services provided on a time and materials basis is provided below. This rate schedule will remain in effect for the entire five-year term of the contract, but the categorization of personnel may be adjusted if so warranted by increases in qualifications and experience. Court appearances, depositions, and other similar litigation support will be charged at 1.5 times the standard rate.

Senior Project Manager	$135.00/hr.
Project Manager	$110.00/hr.
Field Geologist	$70.00/hr.
GC Operator	$75.00/hr.
Field Technician	$60.00/hr.
Risk Assessor	$110.00/hr.
Graphics	$65.00/hr.
Word Processing	$35.00/hr.

The "Not-To-Exceed" fee of $5,900,000.00 is broken down as follows:

Shallow and Deep Aquifer projects	**$3,060,000.00**
Water Quality and Water Level Monitoring	**$240,000.00**
Risk Assessment Inspections	**$160,000.00**
Installation and Maintenance of Water Level Data Loggers and Telemetry	**$380,000.00**
Installation and Maintenance of Micro-GC	**$2,060,000.00**
TOTAL	**$5,900,000.00**

ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES

City: **City of Dayton, Ohio**
Project: **Groundwater Monitoring Well Network Expansion and Investigations**
Consultant: **Amec Foster Wheeler Environment and Infrastructure, Inc.**

CITY'S RESPONSIBILITIES

The city will furnish, as required by the work and not at the expense of Consultant, the following item:

1. The services of at least one of the City's employees or staff.

BACK

City Manager's Report

4.

From **3430 - Water/Water Supply & Trmt**

Date **June 17, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **$4,287,242.30 (thru 10/31/2022)**

Name **Sunesis Construction Co.**

Address **2610 Crescentville Road**
West Chester, OH 45069

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital Fund	53004-3430-1424-54-WF1710	$4,287,242.30

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

Description

ANDERSON RESERVOIR REHABILITATION AND NEW BOOSTER PUMP STATION
(15% MBE, 5% WBE GOAL/6.34% MBE, 2.47% WBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Sunesis Construction Co., in the amount of $4,287,242.30 for the Anderson Reservoir Rehabilitation and New Booster Pump Station project. This amount includes the base bid of $3,897,493.00 and Alternate No. 1 – Contingency Allowance for $389,749.30 (10% of the base bid). This project consists of comprehensive crack repairs, expansion joint repairs, spall repairs, and placing a geomembrane liner to further protect and extend the life of the structure. In addition, this project includes the construction of a new booster pump station.

Three bids were received for this project on April 30, 2020. After evaluating the bids, Sunesis Construction Co.'s bid was determined to be the lowest. The Human Relations Council received a waiver request and subsequently recommended Sunesis Construction Co. for award. The estimated cost for the project was $4,840,000.00. The time of completion is October 31, 2021. The expiration date identified on the Certificate of Funds is October 31, 2022.

This project is being funded using 2020 Water Capital Funds (Cash).

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

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2595

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Orders

Contract Start Date	6/17/2020
Expiration Date	10/31/2022
Original Commission Approval	$ 4,287,242.30
Initial Encumbrance	$ 4,287,242.30
Remaining Commission Approval	$ -

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

Required Documentation

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

Amount: $ 4,287,242.30	Amount:
Fund Code 53004 - 3430 - 1424 - 54 - WF1710 - (Fund / Org / Acct / Prog / Act / Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund / Org / Acct / Prog / Act / Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund / Org / Acct / Prog / Act / Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund / Org / Acct / Prog / Act / Loc)

Attach additional pages for more FOAPALs

Vendor Name: Sunesis Construction Co.

Vendor Address: 2610 Crescentville Road (Street) West Chester (City) OH (State) 45069 (Zipcode + 4)

Federal ID: 31-1323837

Commodity Code: 968-96

Purpose: Anderson Reservoir Rehabilitation and New Pump Station Project

Contact Person: Lisa Burton-Yates | Water/Water Engineering (Department/Division) | 6/5/2020 (Date)

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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 | 06-09-2020 (Date)

Tonia Williams | 06/09/2020 (Date) | CT20-2595 (CF/CT Number)

CF Prepared by

6/9/2020

MEMORANDUM | DAYTON

June 8, 2020

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

FROM: Michael Powell, Director
Department of Water

SUBJECT: Water Department Contract Items for June 17th Commission Meeting

The Department of Water is recommending the award of two contracts for approval on the June 17, 2020 City of Dayton Commission Meeting. The Department of Water considers each of these contracts essential to maintaining operations. Each of the items are detailed below:

Anderson Reservoir Rehabilitation

The Department of Water requests permission to enter into a Contract with Sunesis Construction Co., in the amount of $4,287,242.30 for the Anderson Reservoir Rehabilitation and New Booster Pump Station project. This amount includes the base bid of $3,897,493.00 and Alternate No. 1 – Contingency Allowance for $389,749.30 (10% of the base bid). This project consists of comprehensive crack repairs, expansion joint repairs, spall repairs, and placing a geomembrane liner to further protect and extend the life of the structure. In addition, this project includes the construction of a new booster pump station.

Three bids were received for this project on April 30, 2020. After evaluating the bids, Sunesis Construction Co.'s bid was determined to be the lowest. The Human Relations Council received a waiver request and subsequently recommended Sunesis Construction Co. for award. The estimated cost for the project was $4,840,000.00. The time of completion is October 31, 2021.

Groundwater Monitoring Well Network Expansion and Investigation – Second Amendment

The Department of Water requests permission to enter into a Second Amendment with Wood Environment & Infrastructure, Inc. in the amount of $500,000.00 for the ongoing protection of the City's drinking water supply. In response to existing aquifer contamination as well as potential spills and releases, services will include installation of shallow and deep aquifer monitoring wells, water quality and water level monitoring, risk assessment inspections, installation and maintenance of water level data loggers and telemetry, and the installation and maintenance of micro-gas chromatographs.

The original agreement was approved on October 4, 2017 in the amount of $5,900,000.00. The First Amendment was approved on July 17, 2018 and deleted all instances of Amec Foster Wheeler Environment & Infrastructure Inc. within the Agreement and First Amendment, deleting them in their entirety and replacing with Wood Environment & Infrastructure Solutions, Inc. This Second Amendment will increase the contract amount to $6,400,000.00 and extend the term to December 31, 2022.

c: Joe Parlette

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:
ANDERSON RESERVOIR REHABILITATION AND NEW BOOSTER PUMP STATION (15% MBE AND 5% WBE PARTICIPATION)

Bid Opening Date:	**Engineer's Estimate:**[1]	**Estimated Time of Completion:**
April 30, 2020	$4,840,000.00	October 31, 2021

Bidders	**Actual Amount**[1] **of Bid**	**Adjustment for Work Days**	**Adjustment for Comparison Purposes Only**
***Sunesis Construction Co.**	$4,287,242.30	$0.00	$4,287,242.30
Peterson Construction Co.	$4,345,000.00	$0.00	$4,345,000.00
Shook Construction	$4,794,190.50	$0.00	$4,794,190.50

*** RECOMMENDED FOR AWARD**

[1] includes Base Bid and Alternate No. 1 - Contingency Allowance

Anderson Reservoir Rehabilitation and New Booster Pump Station (#6919977)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
04/30/2020 12:00 PM EDT

Section Title	Sunesis Construction Co. Extension	Peterson Construction Co Extension	Shook Construction Extension
Base Bid	$3,897,493.00	$3,950,000.00	$4,358,355.00
Alternate 1 - Contingency Allowance (10% of Base Bid)	$389,749.30	$395,000.00	$435,835.50
Base Bid Total:	$3,897,493.00	$3,950,000.00	$4,358,355.00

MEMORANDUM | DAYTON

May 20, 2020

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

FROM: Chrisondra Goodwine, Contract Compliance Officer C. G.
Human Relations Council (HRC)

SUBJECT: **Anderson Reservoir Rehabilitation and New Booster Pump Station (15% MBE and 5% WBE GOAL)**

The apparent low bidder, Sunesis Construction, submitted a bid utilizing eight (8) PEP-certified contractor to meet 6.34% MBE and 2.47% WBE project's participation. Sunesis Construction submitted a waiver request. The waiver request was timely and complied with the five (5) necessary actions to deem the waiver request a valid good faith effort. The HRC's contract compliance analysis has verified that Sunesis Construction is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Sunesis Construction	**$3,897,493.00**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Net Quest Services	**$12,006.00**	**.31% MBE**
Tall View Palladium	**$157,008.50**	**4.03% MBE**
Kes Harris Trucking	**$38,576.88**	**.99% MBE**
W.C. Jones Asphalt Paving Co.,	**$39,545.00**	**1.01% MBE**
Stone Enviornmental	**$10,000.00**	**.26% WBE**
Security Fence Group	**$5,000.00**	**.13% WBE**
Landview Services	**$41,878.29**	**1.07% WBE**
Journey Steel Inc	**$39,369.00**	**1.01% WBE**
	TOTAL COMMITTED PARTICIPATION	**6.34% MBE** **2.47% WBE**

The attached participation forms and waiver request supporting documents should be included with the contract agreement. Contract compliance will include meeting verified participation and

minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Anderson Reservoir Rehabilitation and New Booster Pump Station

Bidder Synesis Construction Co
2610 Crescenbuille Rd
West Chester, OH
45069

Anderson Reservoir Rehabilitation and New Booster Pump Station (#6919977)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
04/30/2020 12:00 PM EDT

					Sunesis Construction Co.	
Sectior	Lin	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid							$3,897,493.00
	1	SPL	General Conditions	LS	1	$280,000.00	$280,000.00
	2	SPL	Pump Station Demolition	LS	1	$69,400.00	$69,400.00
	3	SPL	Pump Station - Concrete	LS	1	$23,550.00	$23,550.00
	4	SPL	Site Piping and Valves	LS	1	$322,260.00	$322,260.00
	5	SPL	General Site Grading, Paving	LS	1	$237,600.00	$237,600.00
	6	SPL	Anderson Reservoir - Mixing	LS	1	$29,320.00	$29,320.00
	7	SPL	Electrical and Instrumentatic	LS	1	$90,000.00	$90,000.00
	8	SPL	Anderson Reservoir - Ceiling	SF	2730	$145.00	$395,850.00
	9	SPL	Anderson Reservoir - Ceiling	LF	10	$53.50	$535.00
	10	SPL	Anderson Reservoir - Walls R	SF	10	$118.50	$1,185.00
	11	SPL	Anderson Reservoir - Walls R	LF	800	$55.50	$44,400.00
	12	SPL	Anderson Reservoir - Walls R	LF	200	$53.50	$10,700.00
	13	SPL	Anderson Reservoir - Walls R	LF	600	$46.00	$27,600.00
	14	SPL	Anderson Reservoir - Bottom	SF	10	$119.50	$1,195.00
	15	SPL	Anderson Reservoir - Bottom	LF	2800	$52.00	$145,600.00
	16	SPL	Anderson Reservoir - Bottom	LF	3460	$42.30	$146,358.00
	17	SPL	Gate House Improvements	LS	1	$33,500.00	$33,500.00
	18	SPL	Anderson Reservoir - Access	LS	1	$68,250.00	$68,250.00
	19	SPL	Anderson Reservoir - Site Gr	LS	1	$332,970.00	$332,970.00
	20	SPL	Fencing	LS	1	$5,000.00	$5,000.00
	21	SPL	Altitude Valve Vault	LS	1	$326,840.00	$326,840.00
	22	SPL	NW Corner Access Hatch	LS	1	$29,150.00	$29,150.00
	23	SPL	SW Corner Access Hatch	LS	1	$74,350.00	$74,350.00
	24	SPL	Reservoir Drain - Splash Pad	LS	1	$16,000.00	$16,000.00
	25	SPL	Pre-Engineered Booster Pum	LS	1	$1,185,880.00	$1,185,880.00
Alternate 1 - Contingency Allowance (10% of Base Bid)							$389,749.30
	26	A-1	Contingency Allowance	LS	1	$389,749.30	$389,749.30
Base Bid Total:							$3,897,493.00

DISCLOSURE OF LITIGATION

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.

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Sunesis Construction Co.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Richard E. Jones, Jr President

_____

Home Office Address 2610 Crescentville Rd West Chester, OH 45069

Local Address 2610 Crescentville Rd West Chester, OH 45069

Telephone 513-326-6000 Fax 513-326-6001

E-mail johnw@sunesiscc.com

Federal I.D.# 31-1323837

Dated this 30th day of April, 2020

Bidder: Sunesis Construction Co
(Person, Firm, or Corporation)

By: [signature]

Title: President

BID BOND

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

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Sunesis 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 30th day of April, 2020

Sunesis Construction Co.

Bidder

Great American Insurance Company

Mary Beth Milling, Attorney-In-Fact Surety

AssuredPartners

Name of Insurance Agency

5905 E. Galbraith Road, Suite 5000, Cincinnati, OH 45236

Address of Insurance Agency

Telephone (513) 624-1742 FAX (513) 624-1792

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than NINE

No. 0 21304

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MARK NELSON	LIZ OHL	ALL OF	ALL
MARY BETH MILLING	KAREN M. SPEED	CINCINNATI, OHIO	$100,000,000
RANDAL T. NOAH	JULIE SIEMER		
STELLA ADAMS	G. DALE DERR		
KATIE ROSE			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of APRIL, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-10-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of April, 2020.

Assistant Secretary

S1029AG (07/18)

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, Richard E. Jones, Jr hereby certify that
(print name – an Officer of the company)

Jones Construction Co. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: _____
(signature)

Title: President

Date: 4/30/20

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.

Aetna
Dental
401K

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

Apprentice training program
ABC Ohio Valley Chapter

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

Security Fence
Tall View
Lake Erie Electric
W. C. Jone Asphalt
Land View

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

We Contacted ALL Companies Listed within the PEP MBE/WBE List.
"SEE ATTACHED LIST"

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

N/A

PEP LIST

1st Advance Security and Investifations INC
A to Z Maintenance
Able & Affordable LLC
Adrienne L. Heard
Advanced Caulking LLC
Allied Technical Services dba Allied Pump Rentals
Anthony James Painting
Apex Mechanical Systems Inc
Associated Excavating, Inc.
Atelier Design LLC
Auxano Environmental LLC
Barnett Mechanical Services LLC
Belgray Inc
Benchmark Industrial Supply LLC
Billy Back Excavating Ltd
Bozeman Construction Company
Branscomb Trucking
Brian Brothers Painting & Restoration LLC
Briggs Creative Services LLC
Bsi Security Services Inc
Busy Bee Auto Parts & Towing
C Garrett Construction
Cardinal Diversity Group
Clear Consulting INC
Coldwater Consulting, LLC
Combinasian LLC
Comptech Computer Technologies Inc
Countryside Gardens, Inc.
CPM Enterprises LLC
D T Trucking LLC
Davidas Trucking & Excavating
DHDC Engineering Consulting Services INC
Digital Watchman LLC
Diversified Mechanical Systems LLC
DJB Trucking and Excavating LLC
Dreams Property Management LLC
Dynotec Inc
Ebony Construction Company Inc
Efix Computer Repair and Services
Emerald Sparks Ltd
Emy Services LLC
En-Route Towing and Roadside
Enviro Control Systems INC
Ewol Trucking & Construction
Ezzie Contractor LLC
Fastlane Construction LLC
First Star Safety

First Systems Inc
Gardner Tobin INC
Garrett and Associates
Gerken Swafford Engineering Solutions, LLC
Golden Graham Inc
Green Star Trucking Inc
Grissom Construction LLC
Hoskins Agency LLC DBA HE Trucking
Iceberg Home Improvements
Ideal Electrical Services, Inc.
Independent Enterprises
Innovative Cleaning Services and Supply
Integrity Lift Solutions LLC
J and B Erectors INC
J Clark Excavating LLC
J Enterprises Construction INC
JLM Trucking INC
JM Enterprise LLC
Jones-Warner Consultants Inc
Jostin Concrete Construction
Journey Steel INC
JYG Innovations
Kabil Associates Inc
Kes Harris Trucking Inc
Kettering Building Services
Kilgore's Heating & Air Conditioning
King Crawford Trucking LLC
Kolar Design Inc
Kula Kula LLC
L.J. DeWeese Co., Inc.
Ladybug Services LLC
Landview Services LLC
Langford's Gourmet Cookies, LLC
Lawhon and Associates INC
Longs Lawn Care
Lumpkin & Lumpkin Group LLC
LUVRUFUS 34 LLC
M A C Paran Consulting Services Inc
Mad River Construction Llc
Magic Painting
Martin Concrete & Trucking Inc
Metro Painting LLC
National Alliance Security Agency Inc
Net Quest Services, Inc.
New Industry Standard LLC
N-ovation Technology Group
Oakley Blacktop Inc

Ohio Commercial Designs Flooring LLC
Oregon Group Architects Inc
Oren Plastering Company
Outdoor Enterprise LLC
P L MECHANICAL LLC
PCS Technologies LLC
Perry Interiors, Inc.
PEW Demolition
Pita Pockets LLC
Professional Cleaning Services, LLC
Proficient Information Technologies Inc
Queen Environmental Temps, Inc.
RA Consultants LLC
RA Cooks Renovations LLC
Ralls and Jackson Cleaning and Janitorial Services CORP
Ralph Kato Co.
Reese Electric Inc.
Rely Supply LLC
Robinson's Janitorial & Floor Care Services
Roby Services Ltd
Rus Power Storage
RWB Properties & Construction LLC
Security Fence Group Inc
Sharp Conway Architects LLC
Space And Asset Management Inc Dba Elements Iv Interiors
Staub Cleaning Services
Step up to Success!/Linda Burrs
Stone Environmental Engineering & Science INC
Tall View Palladium INC
Teverbaugh Equipment Inc
The Painting Contractor LLC
ThermalTech Insulation, Inc.
Titan Commercial Flooring INC
Tosha's Cleaning Service
Trinity Corporation

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 Butler ,ss:

Richard E. Jones, JR being duly sworn, deposes and states as follows:

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

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

   ☐ Labor organization.

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

By: [signature]

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Butler)

Richard E. Jones, JR, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
Genesis 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.

SIGNED

President
TITLE

BID BOND

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

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Sunesis 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 30th day of April, 2020

Sunesis Construction Co.

Bidder

Great American Insurance Company

Mary Beth Milling, Attorney-In-Fact Surety

AssuredPartners

Name of Insurance Agency

5905 E. Galbraith Road, Suite 5000, Cincinnati, OH 45236

Address of Insurance Agency

Telephone (513) 624-1742 FAX (513) 624-1792

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than NINE

No. 0 21304

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	ALL OF	ALL
MARY BETH MILLING	CINCINNATI, OHIO	$100,000,000
RANDAL T. NOAH		
STELLA ADAMS		
KATIE ROSE		
LIZ OHL		
KAREN M. SPEED		
JULIE SIEMER		
G. DALE DERR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of APRIL, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of April, 2020.

Assistant Secretary

S1029AG (07/18)

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Anderson Reservoir Rehabilitation & New Booster Pump Station
NAME LOCATION

During the performance of this contract:

Sunesis Construction Co 2660 Crescentville Rd 513-326-6000
CONTRACTOR ADDRESS TELEPHONE / FAX
West Chester, OH 45069 513-326-6001

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

Sumesis Construction Co (Contractor) certifies that:

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

Labor	
Operator	

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

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

SIGN: _____
(Signature of Authorized Representative of Bidder)

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

PEP 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:

% SBE	% MBE	% WBE	% DLSB

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

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

☐ SBE ☒ MBE ☒ WBE ☐ DLSB

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

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

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror's Authorized Agent)	Sunesis Construction Co (Name of Bidder/Proposer's Firm)
Richard E. Jones, JR (Printed Name of Bidder/Offeror's Authorized Agent)	President (Title of Bidder/Offeror's Authorized Agent)
4/30/20 (Date)	

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Suresis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshaw@suresiscc.com

Primes Base Bid $ 3,897,993.-

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving

PEP-Certified Firm's Tax ID#: 31-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 39,545.—	% 100	$ 39,545.—
Materials	$ 19,772.50	% 100	$ 19,772.50
Labor	$ 19,772.50	% 100	$ 19,772.50

SECTION 3: AFFIRMATIONS

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

[signature]
(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, JR
(Printed Name of Bidder/Proposer's Authorized Agent)

President 4/30/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Jones Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshawco@jonesscc.com

Primes Base Bid $ 3,897,993.-

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Net Quest Services

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: Labor

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 12,000	% 100	$ 12,000
Materials	$ 0	% 100	$ 0
Labor	$ 12,000	% 100	$ 12,000

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, Jr.
(Printed Name of Bidder/Proposer's Authorized Agent)

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

4/30/20
(Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Dunedis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-321-4000 Email: jshawco@dunediscc.com

Primes Base Bid $ 3,897,493.

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

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: Concrete sidewalks + Earthwork

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 157,009.-	% 100	$ 157,009.
Materials	$ 78,504.50	% 100	$ 78,504.50
Labor	$ 78,504.50	% 100	$ 78,504.50

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, Jr.
(Printed Name of Bidder/Proposer's Authorized Agent)

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

4/30/20
(Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Sunesis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshaw@sunesiscc.com

Primes Base Bid $ 3,897,493.—

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Security Fence

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: Fence

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 5000	% 100	$ 5000
Materials	$ 2500	% 100	$ 2500
Labor	$ 2500	% 100	$ 2500

SECTION 3: AFFIRMATIONS

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

[signature]
(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, JR
(Printed Name of Bidder/Proposer's Authorized Agent)

President 4/30/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Suresis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshaw@suresiscc.com

Primes Base Bid $ 3,897,493 –

Name of Project: Anderson Reservoir Rehabilitation + New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Stone Environmental Engineering & Science

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: SWPPP

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 10,000.	% 100	$ 10,000.
Materials	$ 0	% 100	$ 0
Labor	$ 10,000	% 100	$ 10,000.

SECTION 3: AFFIRMATIONS

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

[signature]
(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, JR
(Printed Name of Bidder/Proposer's Authorized Agent)

President 4/30/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Jones's Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshawa@jonesscc.com

Primes Base Bid $ 3,897,493.-

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Land View

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: Erosion Control, Seeding & Mulching

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 41,878.	% 100	$ 41,878
Materials	$ 20,939	% 100	$ 20,939
Labor	$ 20,939	% 100	$ 20,939

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Richard F. Jones, Jr.
(Printed Name of Bidder/Proposer's Authorized Agent)

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

4/30/20
(Date)

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Dunesis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshawco@dunesisco.com

Primes Base Bid $ 3,897,493.

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: BCS, LLC.

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: Survey & Staking

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 12,509.	% 100	$ 12,509.
Materials	$ 6,254.50	% 100	$ 6,254.50
Labor	$ 6,254.50	% 100	$ 6,254.50

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Richard R. Jones, JR

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

President 4/30/20

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

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

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Dunesis Construction Co

Address: 2610 Crescentville Rd

City: West Chester State: OH ZIP: 45069

Telephone: 513-326-6000 Email: jshawa@dunesiscc.com

Primes Base Bid $ 3,897,493.-

Name of Project: Anderson Reservoir Rehabilitation & New Booster Pump Station

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Journey Steel

PEP-Certified Firm's Tax ID#:

Scope of Work to Be Performed by Certified Firm: Furnish + Install FRP Beam + Ladder.

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 39,369.-	% 100	$ 39,369.-
Materials	$ 19,684.50	% 100	$ 19,684.50
Labor	$ 19,684.50	% 100	$ 19,684.50

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Richard C. Jones, Jr.
(Printed Name of Bidder/Proposer's Authorized Agent)

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

4/30/20
(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.

BACK

DRAFT

1st and 2nd Reading 5.

31817-20

By:..... No .....

AN ORDINANCE

Amending the City's Appropriations for the Year 2020,
and Declaring an Emergency.

WHEREAS, On February 26, 2020, this Commission passed an appropriation ordinance for the year 2020, being Ordinance Number 31791-20, which provided for the appropriation of Six Hundred Seventy-Five Million Seven Hundred Eighty-One Thousand One Hundred Dollars and Zero Cents ($675,781,100.00) to the various funds of the City of Dayton; and,

WHEREAS, The City Manager and Department Directors arranged a work program for 2020 for which there are now modifications in several funds that require amendment to the 2020 appropriations made in Ordinance Number 31791-20; and,

WHEREAS, The City's Charter and State law mandate that no expenditures be made except pursuant to appropriations authorized by the Commission; and,

WHEREAS, To provide for the usual daily operations of the various departments of the City until the end of the current calendar year, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That appropriations for the year 2020 made by this Commission pursuant to Ordinance No. 31791-20 of monies available to the City, or in the process of collection by the City, and not otherwise encumbered, are amended as shown within the following funds:

		2020 Appropriations (Original)	2020 Appropriations (First Revised)
GOVERNMENTAL FUND TYPE			
(1) General Fund - 10			
1200	Clerk of Commission	1,302,500	1,302,500
1300	Civil Service Board	1,525,100	1,525,100
1400	Human Relations Council	1,001,100	1,001,100
2100	City Manager's Office	1,380,800	1,380,800
2101	Public Affairs	1,260,800	1,260,800
2105	Office of Sustainability	212,500	212,500
2300	Dept. of Planning and Community Development (including Housing Inspection)		
	Expenses	3,427,000	3,677,000
	Transfers Out	150,000	150,000
	Total	3,577,000	3,827,000
2500	Clerk of Courts	3,891,900	3,891,900
2510	Municipal Court	4,909,600	4,909,600

		2020 Appropriations (Original)	2020 Appropriations (First Revised)
2600	Department of Economic Development (including Zoning Admin. & Building Inspection)	3,691,000	3,691,000
2700	Dept. of Procurement, Management & Budget	1,852,000	1,852,000
3400	Department of Water	118,400	118,400
5200	Department of Law	2,903,600	2,903,600
5300	Department of Finance	4,050,400	4,050,400
5500	Department of Information Technology	7,022,100	7,022,100
5600	Department of Human Resources	1,164,500	1,164,500
6200	Department of Police		
	Expenses	53,121,200	53,121,200
	Transfers Out	850,700	850,700
	Total	53,971,900	53,971,900
6300	Department of Fire	42,853,900	42,853,900
6400	Department of Public Works	26,001,400	26,001,400
6500	Department of Recreation & Youth Services (incl. Convention Ctr.)	5,726,700	5,726,700
9980	Non-Departmental		
	Expenses	1,607,600	2,063,500
	Transfers Out	945,000	989,100
	Total	2,552,600	3,052,600
Issue 9 - General Fund - 10001			
6400	Department of Public Works	624,000	624,000
9980	Non-Departmental		
	Transfers Out	7,928,500	7,928,500
	Total	7,928,500	7,928,500
	Total Issue 9 - General Fund	8,552,500	8,552,500
Community Golf & Recreation Fund - 13000			
6550	Department of Recreation & Youth Services	0	715,000
	Total Community Golf & Recreation Fund	0	715,000
16999	Special Projects		
	Expenses	14,562,900	15,732,400
	Transfers Out	3,878,000	3,878,000
	Total	18,440,900	19,610,400
75000	Income Tax Fund		
	Transfers Out	5,500,000	5,250,000
	Total	5,500,000	5,250,000
Total General Fund		**203,463,200**	**205,847,700**
(2) Special Revenue			
Roadway Maintenance Fund – 21999			
Street Maintenance Fund - 21000			
6400	Department of Public Works	6,065,700	6,065,700
	Total Roadway Maintenance Fund	**6,065,700**	**6,065,700**

		2020 Appropriations (Original)	2020 Appropriations (First Revised)
Street Maintenance Capital - 21200			
6400	Department of Public Works	1,900,000	1,900,000
	Total Street Maintenance Capital	**1,900,000**	**1,900,000**
Highway Maintenance Fund - 21100			
6400	Department of Public Works	722,900	722,900
	Total Highway Maintenance Fund	**722,900**	**722,900**
Total Roadway Maintenance Fund		**8,688,600**	**8,688,600**
HUD Programs Operating			
Community Dev. Block Grant Fund - 26204-26209 and 26102			
2300	Dept. of Planning and Community Development	2,634,300	3,511,400
5300	Department of Finance	80,000	80,000
	Total Community Dev. Block Grant Fund	**2,714,300**	**3,591,400**
HOME Operating Fund - 27000			
2300	Dept. of Planning and Community Development	134,100	134,100
	Total HOME Operating Fund	**134,100**	134,100
Total HUD Programs Operating		**2,848,400**	**3,725,500**
HUD Programs Non-Operating			
Fair Housing Grant Fund - 23000 - 23999			
	Various Departments	50,000	50,000
	Total	**50,000**	50,000
	Prior Year's Unexpended Appropriation	**157,900**	**157,900**
	Total Fair Housing Grant Fund	**207,900**	**207,900**
Emergency Solutions Grant - 25002			
	Various Departments	466,300	2,251,900
	Total	**466,300**	**2,251,900**
	Prior Year's Unexpended Appropriation	**480,500**	**480,500**
	Total Emergency Solutions Grant	**946,800**	**2,732,400**
Continuum of Care Grant - 25525 - 25599			
	Various Departments	2,762,400	2,795,700
	Total	**2,762,400**	**2,795,700**
	Prior Year's Unexpended Appropriation	**1,637,200**	**1,637,200**
	Total Continuum of Care Grant	**4,399,600**	**4,432,900**
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906			
	Various Departments	2,579,700	6,359,300
	Total	**2,579,700**	**6,359,300**
	Prior Year's Unexpended Appropriation	**8,152,900**	**8,152,900**
	Total Community Dev. Block Grant Non-Operating Fund	**10,732,600**	**14,512,200**

	2020 Appropriations (Original)	2020 Appropriations (First Revised)
HOME Non-Operating Fund - 27001 - 27999		
Various Departments	0	0
Total	**0**	**0**
Prior Year's Unexpended Appropriation	**4,200,600**	**4,200,600**
Total HOME Non-Operating Fund	**4,200,600**	**4,200,600**
Total HUD Programs Non-Operating	**20,487,500**	**26,086,000**
Miscellaneous Grants - 28000; 29000		
Various Departments	2,925,700	2,925,700
Total	**2,925,700**	**2,925,700**
Prior Year's Unexpended Appropriation	**12,710,700**	**12,710,700**
Total Miscellaneous Grants	**15,636,400**	**15,636,400**
Other Special Revenue - 22111-515		
Various Departments	9,622,800	10,380,200
Total	9,622,800	10,380,200
Prior Year's Unexpended Appropriation	**897,100**	**897,100**
Total Other Special Revenue Fund	**10,519,900**	**11,277,300**
Total Special Revenue	**58,180,800**	**65,413,800**
(3) Debt Service		
General Debt Retirement Fund - 31100-33100		
5300 Department of Finance	10,447,300	10,447,300
Total General Debt Retirement Fund	**10,447,300**	**10,447,300**
Total Debt Service	**10,447,300**	**10,447,300**
(4) Capital Project Funds		
General Capital Fund - 40000		
Various Capital Projects	31,580,500	30,743,000
Transfers Out	337,000	337,000
Total	**31,917,500**	**31,080,000**
Prior Year's Unexpended Appropriation	**39,018,300**	**39,018,300**
Total Capital Project Funds	**70,935,800**	**70,098,300**
(5) Permanent Funds		
Permanent Fund - 71000		
Various Departments	50,000	50,000
Total Permanent Fund	**50,000**	**50,000**
TOTAL GOVERNMENTAL FUND	**343,077,100**	**351,857,100**
PROPRIETARY FUND TYPE		
(6) Enterprise Funds		
Aviation Operating Fund - 51000 and 51001		
3200-9990 Department of Aviation		
Expenses	35,237,100	35,237,100
Transfers Out	1,680,200	1,680,200
Total	36,917,300	36,917,300
Total Aviation Operating Fund	**36,917,300**	**36,917,300**

		2020 Appropriations (Original)	2020 Appropriations (First Revised)
Aviation Capital Fund - 51002 - 52999			
	Various Capital Projects	8,065,400	8,065,400
	Transfers Out	5,049,500	5,049,500
	Total	**13,114,900**	**13,114,900**
	Prior Year's Unexpended Appropriation	**27,830,000**	**27,830,000**
	Total Aviation Capital Fund	**40,944,900**	**40,944,900**
Water Operating Fund - 53000, 53997 and 53998			
2600	Department of Economic Development	132,000	132,000
3400	Department of Water - 3400 and 9970		
	Expenses	52,885,400	53,095,400
	Transfers Out	9,333,300	9,333,300
	Total	62,218,700	62,428,700
5300	Department of Finance	4,235,400	4,235,400
	Total Water Operating Fund	**66,586,100**	**66,796,100**
Water Capital Fund - 53001 - 53996			
	Various Capital Projects	9,358,300	9,358,300
	Total	**9,358,300**	**9,358,300**
	Prior Year's Unexpended Appropriation	**27,232,800**	**27,232,800**
	Total Water Capital Fund	**36,591,100**	**36,591,100**
Sanitary Sewer Operating Fund - 55000			
3400	Department of Water - 3400 and 9970		
	Expenses	33,182,800	33,307,800
	Transfers Out	7,000,000	7,000,000
	Total	40,182,800	40,307,800
	Total Sanitary Sewer Operating Fund	**40,182,800**	**40,307,800**
Sanitary Sewer Capital Fund - 55001 - 55999			
	Various Capital Projects	24,000,000	24,000,000
	Total	**24,000,000**	**24,000,000**
	Prior Year's Unexpended Appropriation	**22,129,700**	**22,129,700**
	Total Sanitary Sewer Capital Fund	**46,129,700**	**46,129,700**
Storm Water Operating Fund - 58000			
3400	Department of Water - 3400 and 9970		
	Expenses	5,550,800	5,550,800
	Transfers Out	1,000,000	1,000,000
	Total	6,550,800	6,550,800
6400	Department of Public Works		
	Expenses	1,377,600	1,377,600
	Transfers Out	0	0
	Total	1,377,600	1,377,600
	Total Storm Water Operating Fund	**7,928,400**	**7,928,400**
Storm Water Capital Fund - 58001 - 58999			
	Various Capital Projects	4,000,000	4,000,000
	Total	**4,000,000**	**4,000,000**
	Prior Year's Unexpended Appropriation	**3,943,400**	**3,943,400**
	Total Storm Water Capital Fund	**7,943,400**	**7,943,400**

		2020 Appropriations (Original)	2020 Appropriations (First Revised)
Golf Operating Fund - 59000			
6500	Department of Recreation & Youth Services		
	Expenses	3,075,000	3,075,000
	Transfers Out	0	0
	Total	3,075,000	3,075,000
	Total Golf Operating Fund	**3,075,000**	**3,075,000**
Golf Capital - 59001			
	Various Capital Projects	0	0
	Total	**0**	**0**
	Prior Year's Unexpended Appropriation	**99,900**	**99,900**
	Total Golf Capital Fund	**99,900**	**99,900**
Total Enterprise Funds		**286,398,600**	**286,733,600**
(7) Internal Service Funds			
Fleet Management Fund - 61000			
6400	Department of Public Works	8,056,700	8,056,700
	Total Fleet Management Fund	**8,056,700**	**8,056,700**
Document Management Services Fund - 62100			
5500	Department of Central Services	617,500	617,500
	Total Stores and Reproduction Fund	**617,500**	**617,500**
Healthcare Self Insurance - 63000			
5600	Department of Human Resources	30,738,100	30,738,100
	Total Healthcare Self Insurance Fund	**30,738,100**	**30,738,100**
Workers' Compensation Fund - 65000			
5600	Department of Human Resources	4,827,700	4,827,700
	Total Workers' Compensation Fund	**4,827,700**	**4,827,700**
Plumbing Shop - 66000			
6400	Department of Public Works	753,200	753,200
	Total Plumbing Shop	**753,200**	**753,200**
Fire Fleet Management - 67000			
6330	Department of Fire	1,312,200	1,312,200
	Total Fire Fleet Management Fund	**1,312,200**	**1,312,200**
Total Internal Service Funds		**46,305,400**	**46,305,400**
TOTAL PROPRIETARY FUND		**332,704,000**	**333,039,000**
TOTAL ALL OPERATING FUNDS		**675,781,100**	**684,896,100**

Section 2. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 3. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described below:

				2020 Original	2020 First Revised
				Transfers Out	Transfers Out
GOVERNMENTAL FUND TYPE					
(1) General Fund - 10					
	From		***To***		
10000-2300	Planning and Community Development	16999-2300	Special Projects	150,000	150,000
10000-6200	Police	28000-6200	Miscellaneous Grants	810,700	810,700
	Police	16000-2380	Special Projects	40,000	40,000
10000-9980	Non-Departmental	16999-2700	Special Projects	400,000	400,000
		16999-5600	Special Projects	295,000	295,000
		16999-1400	Special Projects	150,000	150,000
		28999-1400	Miscellaneous Grants	100,000	100,000
		40000-1300	Capital	0	44,100
	Subtotal Transfers Out			**945,000**	**989,100**
Issue 9 -					
10001-9980	Non-Departmental	16999-2300	Special Project	4,300,000	4,300,000
		40000-6400	Capital	3,384,500	3,384,500
		40000-6400	Capital	244,000	244,000
	Subtotal Transfers Out			**7,928,500**	**7,928,500**
16999-2600	Special Projects	40000-2600	Capital	34,900	34,900
		31100-5300	G.O. Debt	598,300	598,300
		65000-5600	Workers' Compensation	1,420,000	1,420,000
16999-9980		10000-9980	General Fund	1,824,800	1,824,800
	Subtotal Transfers Out			**3,878,000**	**3,878,000**
75000-5300	Income Tax Fund	16999-2600	Special Projects	3,000,000	3,000,000
		16999-2300	Special Projects	1,000,000	750,000
		40000-6400	Capital	1,500,000	1,500,000
	Subtotal Transfers Out			**5,500,000**	**5,250,000**
Total General Fund Transfers Out				**19,252,200**	**19,046,300**
(4) Capital Projects					
40001-49999	General Capital Fund	31100-5300	G.O. Debt	337,000	337,000
PROPRIETARY FUND TYPE					
(6) Enterprise Funds					
51000 and 51001-9960	Aviation Operating Fund	51002 - 52999-3200	Aviation Capital	1,680,200	1,680,200
51002-52999-3200	Aviation Capital	51000 - 51000-3200	Aviation Operating	5,049,500	5,049,500
53000-9970	Water Operating Fund	53001 - 53996-3400	Water Capital	9,333,300	9,333,300
55000-9970	Sanitary Sewer Operating Fund	55001 - 55999-3400	Sanitary Sewer Capital	7,000,000	7,000,000
58000-9970	Storm Water Operating Fund	58001 - 58999-3400	Storm Water Capital	1,000,000	1,000,000
Total				**24,063,000**	**24,063,000**
TOTAL				**43,652,200**	**43,446,300**

Section 4. That all books of accounts, warrants, orders, vouchers or other official reference to any appropriation shall indicate the appropriated funds involved or to be drawn upon by the code number as set forth in the detailed budget.

Section 5. That Ordinance Number 31791-20, passed by this Commission on February 26, 2020 is repealed.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

June 10, 2020

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director
Dept. of Procurement, Management and Budget

SUBJECT: 2020 First Revised Appropriation Ordinance

Please find attached the ordinance adopting the first revised appropriation for 2020. The revised appropriation includes a net increase of $9.1 million or 1.3% across all funds. Because of the COVID-19 pandemic and ensuing economic downturn, revenues are significantly underperforming the forecast. In response, we have constrained spending in accordance with your directive limiting expenditures to essential services and functions only. Adjustments in the first revised appropriation are funded from the movement of budget from one fund series to another, grant revenues or the use of cash balances.

The following summarizes the major changes contained in the first revised appropriation. Also attached is a detailed list of all adjustments.

1. An increase of $2.4 million in the General Fund reflects a series of adjustments including:
   - A $250,000 budget increase to Planning & Community Development related to HUD compliance. A $250,000 reduction in the demolition transfer offsets the increase. To ensure adequate demolition funding, a like amount is programmed using CDBG proceeds.
   - The Non-Departmental expense budget increases $500,000 to cover various expenses through September 2020.
   - $715,000 for the new Community Golf & Recreation Fund (Fund 13000). This new fund will record the revenues and expenses of the Community Golf Center operation with net revenues pledged to recreational services and amenities. The current Golf Enterprise Fund will be terminated, subsequent to closing and securing the Kitty Hawk and Madden Hills facilities.
   - A $324,400 increase to GDPM/Community Policing, reflecting 2020 operational needs.
   - A $234,600 increase to Phoenix Police Patrol, reflecting 2020 operational needs.
   - Public Safety Photo Enforcement increases $860,500 for public safety vehicles, automated CPR devices and vendor expenses.

2. An increase of $877,100 in the CDBG Operating budget to match the recently announced 2020 HUD allocation and proceeds from the CARES Act.

3. The Emergency Solutions Grant Fund increases $1.8 million for proceeds from the CARES Act.

4. The CDBG Non-Operating Fund increases $3.8 million reflecting proceeds from the CARES Act and the recently announced 2020 HUD allocation.

5. Other Special Revenue increases by $750,000 for West Dayton Development Fund board approved and future projects along with a $7,400 increase for the Court's mental health probation officer.

6. The General Capital Fund decreases $837,500. This reflects a decrease of $900,000 to the original budget, moving it to the Miscellaneous Grants series, as well as a budget increase of $62,500 for defibrillators.

7. The Water Operating Fund budget increases $210,000 to cover contracts and consulting services.

8. The Sewer Operating Fund increases $125,000 to cover contracts and consulting services.

Please let me know if you have any questions or require additional information.

DTS/sb

Attachment

cc: Mr. Parlette
M&B Staff

First Revised Appropriation Budget Adjustments

Fund	Dept.	Description	Purpose	Source	Approved Amount
10000	Planning & Com. Dev.	Increase Personnel Budget	Move Housing Inspection Wage Costs to the General Fund for HUD Compliance	Reduction in Demolition Transfer	250,000
				Planning & Community Development	$ 250,000
75000	Income Tax	Reduce Demolition Transfer	Offset Personnel Budget Increase in Housing Inspection	Reduction in Demolition Transfer	(250,000)
				Income Tax	$ (250,000)
10000	Non-Departmental	Reduce Expense budget	Fund JobsAp Software Maintenance	General Fund - 9980	(44,100)
10000	Non-Departmental	Increase Transfer Budget	Fund JobsAp Software Maintenance	General Fund - 9980	44,100
10000	Non-Departmental	Increase Expenditure Budget	Fund Various Expenditures through September	General Fund - 9980	500,000
				Non-Departmental	$ 500,000
13000	Recreation & Youth Serv	Create Community Golf & Recreation Fund	Record Revenue and Expenses from Operations and Dedicate Net Revenue toward Recreational	Revenue from Community Golf Center Operations	715,000
				Community Golf & Recreation Fund	$ 715,000
				Total General Fund Departments	$ 1,215,000
16006	Police	DMHA/Community Policing	2020 Operational Needs	Contract Revenue	324,400
16204	Police	Phoenix Police Patrol	2020 Operational Needs	Contract Revenue	234,600
16122	Police	Public Safety Photo Enforcement	Vendor Costs	Cash Balance	255,000
16122	Police	Public Safety Photo Enforcement	Public Safety Vehicles and Upfitting	Cash Balance	495,500
16122	Fire	Public Safety Photo Enforcement	Automated CPR Devices	Cash Balance	110,000
16022	Planning & Com. Dev.	Reduce Demolition Budget	Offset Personnel Budget Increase in Housing Inspection	Reduction in Demolition Transfer	(250,000)
				Total Special Projects	$ 1,169,500
				Total General Fund Adjustments	$ 2,384,500
22502	ED	West Dayton Development Projects	Budget for Board Approved and Future Project	Cash Balance	750,000
22114	Municipal Court	Increase Budget per MOU	Funding for Mental Health Probation Officer	Contract Revenue	7,400
				Total Other Special Revenue	$ 757,400
26208	PCD - CDBG Operating	Increase Budget to Actual Amount of Entitlement plus COVID-19 Allocation	Budget to Reflect 2020 CDBG Allocation	2020 CDBG Allocation	854,100
26204	PCD - Housing Inspection	Increase Budget to Actual Amount of Entitlement	Budget to Reflect 2020 CDBG Allocation	2020 CDBG Allocation	23,000
				Total HUD Operating	$ 877,100
26001	CDBG - Non Operating	Increase Budget to Actual Amount of Entitlement plus COVID-19 Allocation	Prevent, Prepare for, and Respond to COVID-19	CARES Act CDBG Coronavirus Response Funds	3,779,600
25002	ESG	Increase Budget to Actual Amount of Entitlement plus COVID-19 Allocation	Prevent, Prepare for, and Respond to COVID-20	CARES Act CDBG Coronavirus Response Funds	1,785,600
25529	Continuum of Care	Increase Budget to Actual Amount of Entitlement	Budget to Reflect 2020 CDBG Allocation	2020 CDBG Allocation	33,300
				Total HUD Non-Operating	$ 5,598,500
40000	Economic Development	Reduce Expense Budget	Move EDGE Funds to Miscellaneous Grants Fund Series	EDGE Grants	(837,500)
					$ (837,500)
53000	Water	Increase Budget in Operating Fund	Cover Contracts and Consulting Services Originally Budgeted in Capital	Cash Balance	210,000
				Total Water Operating	$ 210,000
55000	Sewer	Increase Budget in Operating Fund	Cover Contracts and Consulting Services Originally Budgeted in Capital	Cash Balance	125,000
				Total Sewer Operating	$ 125,000
				Grand Total All Funds	$ 9,115,000

BACK

DRAFT

1st and 2nd Reading 6.
3/18/20

By:..... No.....

AN ORDINANCE

Appropriating Property Designated as Parcels 28 T, and 37 T in Connection with the Salem Avenue Reconstruction Phase I Project, and Declaring an Emergency.

WHEREAS, This Commission, by Resolution No. 6484-20, adopted on April 8, 2020, declared its intention to appropriate the real property interests hereinafter described ("Property") in connection with the Salem Avenue Reconstruction Phase I Project ("Project"); and,

WHEREAS, The property being appropriated is for the Project to reconstruct Salem Avenue from North Avenue to Manhattan Avenue that is open to the public without charge; and,

WHEREAS, The owners of the parcels comprising the Property are unable to come to an agreement with City or are unable to deliver clear title to the City; and,

WHEREAS, The total appraised value of the parcels comprising the Property is $600.00; and,

WHEREAS, The estimated filing fees and other costs in connection with assessing the compensation to be paid for the Property are in the amount of $1,000.00; and,

WHEREAS, The City must acquire the Property for the Project at the earliest date possible, it is necessary for the immediate preservation of the public peace, property, health and safety, that this ordinance take effect immediately upon passage to avoid delay in completing the Project; now, therefore,

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

Section 1. That the Commission hereby appropriates, for the purposes stated in the preamble hereof, a temporary construction easements in, under, over, and through the real property described in Exhibits marked "C" and "D" attached hereto (collectively, the "Property"), the owners of record and the appraised value for the real property being as follows:

Parcel 28 T	
Deed Holders:	Lewis E. Crutch III
Appraised Value:	$300.00
BPI:	R72-073-04-0001,0002,0017
Parcel 37 T	
Deed Holders:	Maharoof Arbad Ramadan
Appraised Value:	$300.00
BPI:	R72-066-02-0014, 0015, 0054, 0065

Section 2. That the City Attorney is hereby authorized and directed to apply to the Court of Common Pleas, Montgomery County, Ohio, for the purpose of assessing the compensation to be paid for each parcel of the Property.

Section 3. That the costs and expense for the appropriation described herein shall be paid out of the following account:

SALEM AVENUE RECONSTRUCTION PHASE I
41484-6450-1421-54
SIX HUNDRED DOLLARS
($600.00)

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

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

EXHIBIT C

LPA RX 887 T

Rev. 07/09

Ver. Date 05/31/2019

PID 103178

PARCEL 28-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Lewis E. Crutch III by deed recorded in I.R. Deed 17-075756, being part of Lot No. 24509 of the revised and consecutive Lot Numbers of the City of Dayton, of the College Park Improvement Company Plat as the same is recorded in Plat Book "H", Page 45 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 281, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most northeasterly corner of Lot No. 24509, being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), also being located 37.50 feet left of station 311+81.02 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along said westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of fifty and 00/100 feet (50.00') to the southeasterly corner of said Lot No. 24509, said point being located 37.50 feet left of station 311+31.02 of the centerline of right-of-way for Salem Avenue;

Thence South fifty-five degrees thirty-nine minutes eleven seconds West (S 55°39'11" W), leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the southerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to a point the westerly line of a proposed temporary construction easement, also being 41.50 feet left of station 311+31.02 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), leaving the southerly line of said Lot No. 24509, along the westerly line of said proposed temporary construction easement for a distance of fifty and 00/100 feet (50.00') to the northerly

line of said Lot No. 24509, said point also being 41.50 feet left of station 311+81.02 of the centerline of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving the westerly line of said proposed temporary construction easement along the northerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 46/10,000 acres (0.0046 acres) more or less, from Auditor's Parcel No. R72-07304-0017.

Prior Instrument Reference as of the date of this survey is I.R. Deed 17-075756 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/12/19

Paul W. Feie Date

Ohio Registered Surveyor No. 6723

STATE OF OHIO
PAUL W. FEIE
6723
REGISTERED
SURVEYOR

EXHIBIT D

LPA RX 887 T

Rev. 07/09

Ver. Date 06/13/2019

PID 103178

PARCEL 37-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Maharoof Arbab Ramadan by deed recorded in I.R. Deed 18-065387, being part of Lot Nos. 22488, 22489 and 22490 of the revised and consecutive Lot Numbers of the City of Dayton, of D. W. Allaman's Plat as the same is recorded in Plat Book "F", Page 7 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 38, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most southwesterly corner of Lot No. 22490, also being in the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) being located 37.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) along the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of ninety-four and 98/100 feet (94.98') to the northeasterly corner of the grantor's tract, being located 37.50 feet right of station 312+69.94 of the centerline of right-of-way of Salem Avenue;

Thence North fifty-five degrees twelve minutes thirty-nine seconds East (N 55°12'39" E), leaving said existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way), along the northerly line of the grantor's tract for a distance of five and 00/100 feet (5.00') to the easterly line of a proposed temporary construction easement, said point being located 42.50 feet right of station 312+69.97 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), leaving the northerly line of the grantor's tract along the easterly line of said proposed temporary construction easement for a distance of ninety-five and 01/100 feet (95.01') to the southerly line

of Lot No. 22490, said point being located 42.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees thirty-three minutes fifty-three seconds West (S 55°33'53" W), leaving the easterly line of said proposed temporary construction along the southerly line of said Lot No. 22490 for a distance of five and 00/100 feet (5.00') to the **TRUE PLACE OF BEGINNING.**

The above described parcel contains a total of 109/10,000 acres (0.0109 acres) more or less, being 46/10,000 acres (0.0046 acres) from Auditor's Parcel No. R72-06602-0014, 11/10,000 acres (0.0011 acres) from Auditor's Parcel No. R72-06602-0015, 34/10,000 acres (0.0034 acres) from Auditor's Parcel No. R72-06602-0054 and 18/10,000 acres (0.0018) acres from Auditor's Parcel No. R72-06602-0065.

Prior Instrument Reference as of the date of this survey is I.R. Deed 18-065387 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723

STATE OF OHIO
PAUL W. FEIE 6723
REGISTERED SURVEYOR

MEMORANDUM | DAYTON

June 4, 2020

To: Shelley Dickstein
City Manager

From: Keith Steeber, City Engineer
Division of Civil Engineering KGS

Subject: Ordinance for Appropriation

Attached is the Ordinance to appropriate two parcels in connection with the Salem Avenue Reconstruction Phase I project. Please present this Ordinance to the City Commission as an emergency.

The parcels are being appropriated because the City has been unable to locate the legal owners or the property owner has been unable to deliver clear title. Resolution No. 6505-20, adopted on May 27, 2020 declared the Commission's intention to appropriate.

If you have any questions, please contact Joe Weinel at extension 4218.

Attachments

KGS/jrw

BACK

DRAFT

1st and 2nd Reading 7.
6510-20

By…….. No……..

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Board of Commissioners of Montgomery County, Ohio via the Montgomery County Alcohol, Drug Addiction and Mental Health Services in the Amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Board of Commissioners of Montgomery County, Ohio through the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board has created a pilot project to increase the number of times a mental health professional is on scene to assist Police Officers dealing with citizens experiencing a mental health crisis; and

WHEREAS, The City of Dayton desires to participate in the pilot project to provide mental health professional availability to Police Officers; and

WHEREAS, The ADAMHS Board has awarded a grant to the City of Dayton in the amount of One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) to participate in the pilot project; and

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

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

Section 1. The City Manager or designee is authorized to accept the award of funds from the Board of County Commissioners of Montgomery County, Ohio via the ADAMHS Board and is directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept the grant.

Section 2. That for the reasons set forth in the preamble hereof, the Dayton City Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION……..…, 2020

SIGNED BY THE MAYOR……, 2020

_____

Mayor of the City of Dayton, Ohio

Attest:

_____

Clerk of Commission

Approved as to Form:

_____

City Attorney

ADAMHS BOARD
MONTGOMERY COUNTY
ALCOHOL | DRUG ADDICTION | AND MENTAL HEALTH SERVICES

AGREEMENT

BOARD RESOLUTION # 19-120
APPROVED AMOUNT $120,000

BETWEEN

MONTGOMERY COUNTY ALCOHOL, DRUG ADDICTION & MENTAL HEALTH SERVICES

AND

CITY OF DAYTON-
DAYTON POLICE DEPARTMENT

CY2020

JANUARY 31, 2020
MONTGOMERY COUNTY ADAMHS BOARD
409 E. MONUMENT AVE., STE. 102, DAYTON, OHIO 45402

Agreement

This Agreement, dated this ____ day of _____, 2020 is made between the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board ("Board"), located at 409 E. Monument Ave, Ste. 102, Dayton, OH 45402 and the City of Dayton Police Department (Law Enforcement Department- "LED").

RECITALS

WHEREAS, the Board is authorized by Chapter 340 of Ohio Revised Code as the county planning agency for mental health and addiction services in Montgomery County, Ohio; and

WHEREAS, Montgomery County, Ohio, has 22 Law Enforcement Departments in which 31% of the officers are trained Crisis Intervention Training "CIT" officers; and

WHEREAS, the Board would like to increase the number of times a mental health professional is on the scene to assist police officers with a mental health client for the purpose of improving the outcomes, such as a reduction in the number of repeat calls, community linkage, and a reduction in jail admissions for people experiencing a mental health crisis; and

WHEREAS, the Board desires to create county pilot projects with the LED, the Montgomery County Sheriff, Butler Township Police Department, Kettering Police Department, and Vandalia Police Department.

THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

1. **Term**:

   The term of this Agreement shall commence on January 1, 2020 and conclude on December 31, 2020.

2. **Description of Services:**

   The LED will assist the board in expanding its mobile crisis services throughout the County. The LED will embed mental health crisis intervention specialists from a certified community behavioral health agency to respond with LED's CIT officers. The full Description of Services to be provided by the LED, included as Attachment 1 to this Agreement, is incorporated as if fully written herein.

   The goals of the CIT Mobile Crisis Pilot is to: 1) Increase the number of times a mental health professional is on the scene to assist police officers with a mental health client. 2) Reduce the number of repeat calls by, or on behalf of, the same clients by linking

those clients with other community services and 3) Reduce jail admissions for people experiencing a mental health crisis.

The Board will collect data from the LED to assess the outcomes for the identified goals. Goals 1-3 are evaluated based on Computer Aided Dispatch data by comparing the calls for service prior to the pilot period to determine improvement/success. At the completion of the pilot period, a detailed evaluation and assessment will be conducted to determine if this project has viability for potential sustainability and expansion to other departments.

3. **Grant:**

The purpose of this grant is to financially support the development of Crisis Intervention Training (CIT) Mobile Crisis Response Pilot.

4. **Allocation/Payment:**

The Board shall make a payment of not in excess of $120,000 to the LED. As a condition of the one-time funds, LED shall provide Crisis Intervention Training Mobile Response services to Montgomery County residents.

The Board shall reimburse LED a contract price of $120,000 billable in quarterly increments of $30,000 for a minimum of 750 hours of a co-responder mental health crisis intervention provider. Payments will be disbursed upon receipt of an itemized invoice that shall include the provider and the amount of hours paid for service to the provider.

Eligible costs shall include salary and benefits. Eligible costs for equipment and materials shall be over and above the quarterly billable amount. Eligible one-time costs for mobile crisis workers include but are not limited to cell phones, electronic devices, uniforms, bulletproof vests, required training, and other necessary items as identified by the LED.

5. **Deliverables:**

A. LED will subcontract for a minimum of 2 full-time equivalent (FTE) mobile crisis workers from a Community Behavioral Health provider of the LED's choice.

B. LED will provide outcome data on a monthly and quarterly basis.

Funds may be used for one-time costs for mobile crisis workers such as equipment (cell phones, electronic devices), uniforms (including bulletproof vest), required training, and other necessary items as identified by department.

6. Governing Law:

This MOU shall be governed and construed in accordance with the Laws of the State of Ohio.

7. Liability:

Each party will be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages, costs and expenses which arise out of the performance of this MOU and which are due to that party's own negligence, tortious acts and other unlawful conduct and negligence, tortious acts and other unlawful conduct of its agents, officers and employees. However, nothing in this provision waives immunity for either party.

8. Notices:

Any notice required to be given by either party hereto, to the other party, by the terms hereof, must be either served upon the Executive Director of the Board and or in the Executive Director or President's absence, upon the person in charge, personally, or be sent to the LED by certified or registered mall, postage prepaid, to the Dayton Chief of Police at 335 W. Third St., Dayton, OH 45402 or such other address as either party may hereafter designate by written notice.

9. Termination:

Either party to this MOU may terminate this MOU by giving a 30 days' written notice to the other party. In the event of such termination, Board will cease further obligation of project funds and will make reasonable efforts to cancel or otherwise reduce all outstanding obligations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

10. Amendments:

Any amendments to this MOU must be in writing and signed by the authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers as of the day and year first written above.

City of Dayton, Ohio

_____

Shelley Dickstein, Date
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

Montgomery County Alcohol, Drug Addiction & Mental Health Services

_____

Helen E. Jones-Kelley, Date
Executive Director

This Instrument Approved as to Form:

_____
Beverly Stewart, Legal Counsel
ADAMHS Board for Montgomery County

MEMORANDUM | DAYTON

June 4, 2020

TO: Shelley Dickstein
City Manager

FROM: Richard S. Biehl
Director and Chief of Police

SUBJECT: **ADAMHS Grant – Resolution to Accept**

Attached for your review and approval is an emergency resolution and a copy of the contract to accept a $120,000 grant from the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board for a pilot project. The grant will require the Dayton Police Department to hire 2 mental health crisis intervention specialists to provide mental health professional availability in the field to Police Officers. The goal of the project will be to reduce the number of repeat calls and jail admissions for people experiencing a mental health crisis.

Since this was a pilot project and not an actual grant, there is no application attached. The contract began on January 1, 2020 and will expire on December 31, 2020 although we expect the pilot project to continue in 2021.

Please have your staff contact me or Lt. Col. Matt Carper at ext. 1082 with any questions.

Attachments

RB:sm

c: Lt. Col. Carper (w/o Attachments)
Lt. Col. Henderson (w/o Attachments)
Maj. Saunders (w/o Attachments)

BACK

DRAFT

1st and 2nd Reading 6511-20

8.

By:..... No.....

A RESOLUTION

Authorizing the Acceptance of the Grant Award from Keep America Beautiful in the Amount of Twenty-Five Thousand Fifty-Two Dollars and Zero Cents ($25,052.00) and Declaring an Emergency.

WHEREAS, The City of Dayton submitted a grant application seeking funding for the purchase of forty (40) public space recycling bins; and,

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and,

WHEREAS, Keep America Beautiful approved the City of Dayton's grant application and will award the City a grant for public space recycling bins; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect as an early date; now, therefore,

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

Section 1. That the City Manager or their designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of Twenty-Five Thousand Fifty-Two Dollars and Zero Cents ($25,052.00) from Keep America Beautiful.

Section 2. That the grant funds may not be expended or committed until the effective date of this Resolution; however, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.

Section 3. That for the reasons stated in the preamble hereof, this resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

Amelia N. Bova
_____
City Attorney

KEEP AMERICA BEAUTIFUL

Keep America Beautiful Public Space Recycling Grant Agreement

Keep America Beautiful ("**KAB**"), in partnership with its sponsor the Coca Cola Foundation is pleased to provide resources to support the placement of public space recycling collection bins to the City of Dayton ("**Grantee**").

This Grant Agreement ("**Agreement**") effective May 1, 2020 ("**Effective Date**") is entered into by and between Grantee and KAB to confirm the parties' understanding of the services and benefits as described in this Agreement. KAB and Grantee shall be collectively referred to as the ("**Parties**").

In consideration of the mutual undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

1. Payment

   KAB will provide a total of forty (40) public space recycling bins having an estimated cash value of Twenty-Five Thousand Fifty-Two Dollars and Zero Cents ($25,052.00) (the "**Grant**") to Grantee. Grantee shall use the Grant solely for the designated purposes as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and subject to Grantee's performance of all requirements under this Agreement.

2. Acceptance

   a. Grantee accepts the above Grant in exchange for the performance of all required actions under this Agreement, including the commitments set forth in Exhibit A.
   b. Grantee shall use the Grant solely for purposes as described in this Agreement and Exhibit A and understands that any alternative use of the Grant must be authorized in advance by KAB in writing.
   c. Grantee acknowledges and agrees that the receipt of this Grant does not imply a commitment on behalf of KAB to continue resource support beyond the term listed in this Agreement.

3. Relationship between Parties

This Agreement does not constitute and shall not be construed as creating a partnership, joint venture, or employee/employer relationship between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give any rights to any third person (except that the indemnification of Grantee by KAB and of KAB by Grantee shall extend to their respective, shareholders, officers, directors, employees, agents, management committee members, affiliates, and partners).

4. Trademark License

   a. KAB is the owner of right, title, and interest in and to the marks, "Keep America Beautiful (KAB)," and the KAB logo ("KAB Trademarks"). During the term of this Agreement, KAB hereby grants Grantee a limited, royalty-free, nonexclusive license to use and display KAB Trademarks, with KAB's prior written consent, in a manner that is related solely to the Grant and any promotional activities relating to such Grant. Grantee shall not use KAB Trademarks in any other manner without KAB's prior written consent. In addition, Grantee shall not use KAB Trademarks in any way that would cause a person to reasonably infer that the Parties are affiliated with one another or that either party is acting on behalf of or in endorsement of the other. Except for the trademark provided on the Grant materials, such license shall terminate upon termination of this Agreement. Grantee acknowledges that the provisions of this paragraph do not convey to Grantee any right, title, or ownership interest in any KAB Trademarks. The Parties further agree that nothing herein grants Grantee any rights to any KDP intellectual property of any kind.

   b. Grantee acknowledges its familiarity with the high quality of products and services offered under the KAB Trademarks and agrees to maintain a comparable standard of quality in connection with its use of the KAB Trademarks. Grantee shall comply with all Brand Standards, which is attached hereto as Exhibit B and incorporated herein, in connection with its use of the KAB Trademarks, and shall not take any action that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.

5. Indemnification, Limitation of Liability and Disclaimer of Warranties

   a. Limitation of Liability

      In no event shall KAB be liable for any indirect, special, incidental, or consequential damages (including lost profits) or expenses arising out of or relating to this Agreement or Grant even if KAB has been advised of the likelihood of such damages.

b. Disclaimer of Warranties

i. Grantee acknowledges and agrees that KAB makes no warranties or representations as to the availability of resources for the Grant, this Agreement, or any disbursements hereunder, or the results achieved, if any, from KAB's efforts under this Agreement.

ii. Grantee acknowledges and agrees that KAB shall have no liabilities or obligations to Grantee in the event that no results or unsatisfactory results are achieved from KAB's funding or lack of funding under this Agreement.

6. Non-Discrimination and Anti-Harassment

a. Grantee, or any person acting on behalf of Grantee, shall not in any manner discriminate against any citizen on account of race, sex, education, ethnicity, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.

b. In addition, Grantee, or any person acting on behalf of Grantee, shall not in any manner tolerate any harassment or intimidation of any citizen on account of race, sex, education, ethnicity, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.

c. Grantee attests that it has in place a written non-discrimination and anti-harassment policy, or equivalent policies. The policy must contain a notice that any discrimination and harassment on account of race, sex, education, ethnicity, religion, disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship will not be tolerated and employees who practice it will be disciplined.

d. KAB may cancel or terminate the Agreement, the Grant, and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.

7. Conflict of Interest

a. Grantee attests that it has in place a written conflict of interest policy that is applicable to the senior leaders and board members of its organization, as approved by its Board of Directors, which is reviewed, updated, and affirmed by its Board of Directors at least annually. The policy must require senior leaders and board members with a conflict or potential conflict to disclose the conflict or potential conflict and prohibit interested senior leaders and board members from voting on any matter in which there is a conflict.

b. KAB may cancel or terminate the Agreement and the Grant and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.

8. Insurance

Each party shall maintain, at its sole expense, any insurance and/or bonds required by law.

9. Term and Termination
   a. This Agreement shall remain in effect for a period of twelve (12) months from the effective date ("Term"), and shall expire unless extended in writing by both Parties. Grantee agrees to maintain and use the Grant for as long as the items remain in good working order and there is support for the program as described by the Grantee in the grant application. If the program is discontinued prior to December 31, 2024, Grantee will notify KAB and come to a mutual understanding about how the grant items will be used.
   b. KAB may terminate this Agreement, and/or discontinue, modify, or withhold Grant payment or items under this Agreement at any time when, upon written notice to Grantee, if Grantee comes under criminal investigation or prosecution, sustains a material financial failure that threatens the execution of the this Agreement, fails to make substantial progress towards completion of the commitments set forth in the Description of Grant Activities, when, in KAB's judgment, such action is otherwise necessary to comply with requirements of the law or this Agreement, or in KAB's reasonable judgment Grantee is: (i) in violation of any federal, state or local law or regulation, or (ii) in breach of this Agreement or the Description of Grant Activities and fails to cure such breach within thirty (30) days of receipt of notice from KAB.
   c. In the event the Agreement is terminated under the above circumstances, KAB reserves the right to require Grantee to return all or a portion of the Grant.
10. Record Retention
   a. Grantee shall maintain an accurate record of the Grant received, program metrics, and all expenses incurred under this Grant, and retain such books and records for at least four years after completion of the use of this Grant.
   b. At KAB's request, Grantee shall permit reasonable access to its files, records, and personnel by KAB for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant as KAB deems necessary.
11. Assignment and Transfer
   This Agreement shall not be transferred or assigned by either Party without prior written consent of the other party.
12. Notices
   Any notice required to be given hereunder shall be sent to the addresses as set forth below or at such other address as such Party will have specified in a notice given in accordance with this section:

Keep America Beautiful
c/o Becky Lyons, COO

1010 Washington Blvd.
Stamford, CT 06901

City of Dayton
c/o Bryan Urban, District Supervisor
101 West 3rd Street
Dayton, Ohio 45402

13. Entire Agreement
The Agreement and its attachments set forth the entire understanding and agreement of the parties, and supersede any and all oral or written communications. No change, modification, or amendment to this Agreement or the Description of Grant Activities shall be valid unless set forth in writing and signed by both parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

14. Counterparts
This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by e-mail or telecopier is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

IN WITNESS WHEREOF, and in accordance with the provisions outlined above, the parties have executed this Agreement.

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

KEEP AMERICA BEAUTIFUL

By: Becky Lyons

Its: Chief Operating Officer

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

_____, 20___

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

KEEP AMERICA BEAUTIFUL

Exhibit A
Description of Grant Activities

The Coca Cola Foundation and Keep America Beautiful support the development of a strong, vibrant, sustainable community. The following describes the responsibilities of each party under the Grant.

KAB's Responsibilities

1. Purchase and arrange for the shipment of recycling bins as identified in the Grantee's application;
2. Provide public space recycling technical assistance as requested, including customizable artwork for signage to promote special event recycling and recycling promotion in public spaces;
3. Purchase and provide a portable hand-held scale to periodically weigh collected recyclables;
4. Provide Grantee with an electronic platform to quarterly report the recycling impact of the Grant;
5. Provide technical support as requested by the Grantee

Grantee's Responsibilities

1. Accept ownership and use recycling collection bins as described in the payment section of the Agreement to be placed in an area that is easily accessible for periodic servicing; ideally installed next to a trash container with convenient access and high visibility;
2. For a period of at least three (3) years, arrange for the regular collection of recyclables collected in the recycling bins for recycling;
3. Maintain granted recycling collection bins for a minimum of three (3) years, ensuring they are placed in highly accessible and visible locations, kept clean and serviceable, and collected recyclables are routinely recycled.
4. Promote recycling in and around the public space where the recycling bins are deployed;
5. Submit photo(s) of the placed bins and any media coverage resulting from the Grant award;
6. No later than 15 days after the end of each quarter for the first year after the grant award, either from a random sampling estimate or actual data, use the on-line report tool supplied by KAB to report the following:
    a. Number of individuals using public space
    b. Estimated number and weight of PET bottles collected in public space recycling bins
    c. Estimated number and weight of Aluminum cans collected in public space recycling bins
    d. Estimated weight of non-recyclable items placed in recycling bins
    e. Recycling Bin collection frequency
    f. If applicable, the number of times and type of events at which special event bins were used
    g. Number of individuals attending the special events where the special event bins were used

Estimated weight of bottles and cans collected for recycling at special events

KEEP AMERICA BEAUTIFUL

Exhibit B
KAB Brand Standards

Trademark and brand standards for Keep America Beautiful are attached as a separate PDF file. For a copy of the standards or additional information, including electronic art files send an email to grants@kab.org.

MEMORANDUM | DAYTON

June 8, 2020

TO: Shelley Dickstein
City Manager

FROM: Frederick M. Stovall, Director FMS
Department of Public Works

SUBJECT: **2020 Keep America Beautiful/Coca Cola Public Space Recycling Bin Grant**

The Department of Public Works, Division of Street Maintenance has submitted a grant proposal for funding.

We were awarded the Keep America Beautiful Grant for forty (40) recycling containers to be used at Kettering Field and the new football field. There is no cost to the city for the value of $25,052.00.

We are requesting that the Resolution be placed on the June 10 calendar for City Commission approval and declaring this an emergency.

Please contact me at x4071, if you have questions.

/cj

Attachment

BACK

DRAFT

1st Reading 9.
3/8/19-20

By..... No.....

AN ORDINANCE

Consenting to Repair Concrete Pavement on U. S. Route 35 Within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for repairing concrete pavement on U. S. Route 35, identified by ODOT as MOT-35-14.37; and

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

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to repair concrete pavement on U. S. Route 35, said project being in the public interest and identified by ODOT as MOT-35-14.37 ("Project").

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

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

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

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

June 8, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer KGS
Division of Civil Engineering

SUBJECT: U. S. Route 35 Concrete Repairs
MOT-35-14.37, PID 109710
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that repairs concrete pavement on U. S. Route 35. The project will be 100% funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the spring of 2022.

Please present the attached Ordinance to the City Commission at its June 17, 2020 meeting. The Department of Law has approved the document as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3838.

KGS

Attachments

Cc: Mr. Parlette
Ms. Clements
Mr. Stovall

Steeber, Keith

From: Robin.Castle@dot.ohio.gov
Sent: Friday, March 27, 2020 1:58 PM
To: Steeber, Keith
Subject: PID 109710 - MOT-35-14.37 - Consent Legislation
Attachments: PID 109710 - MOT Dayton - CLEG.doc

Good Morning,

Attached please find a template for preliminary consent legislation for the project known as PID 109710 - MOT-35-14.37 currently in the ODOT District 7 Fiscal Year 2022 Work Plan. This project will perform concrete pavement repairs on both mainline and ramps on US 35 with a portion in the City of Dayton.

The attached is only a template. The City can use this template or use legislation format of their own. Original signatures are no longer required and when complete, the enacted and signed legislation can be scanned and returned to me or it can be sent by US Mail to my attention at the address below. If for any reason the City would like me to pick up the legislation, I will be happy to do so.

A little about the project, PID 109710 - MOT-35-14.37 is currently scheduled to sale in state fiscal year 2022 - quarter 4. Maps and general information can be found on the ODOT TIMS website at the link here: https://gis.dot.state.oh.us/tims/projects. Schedule and funding information can be found here: https://ellisproj.dot.state.oh.us/

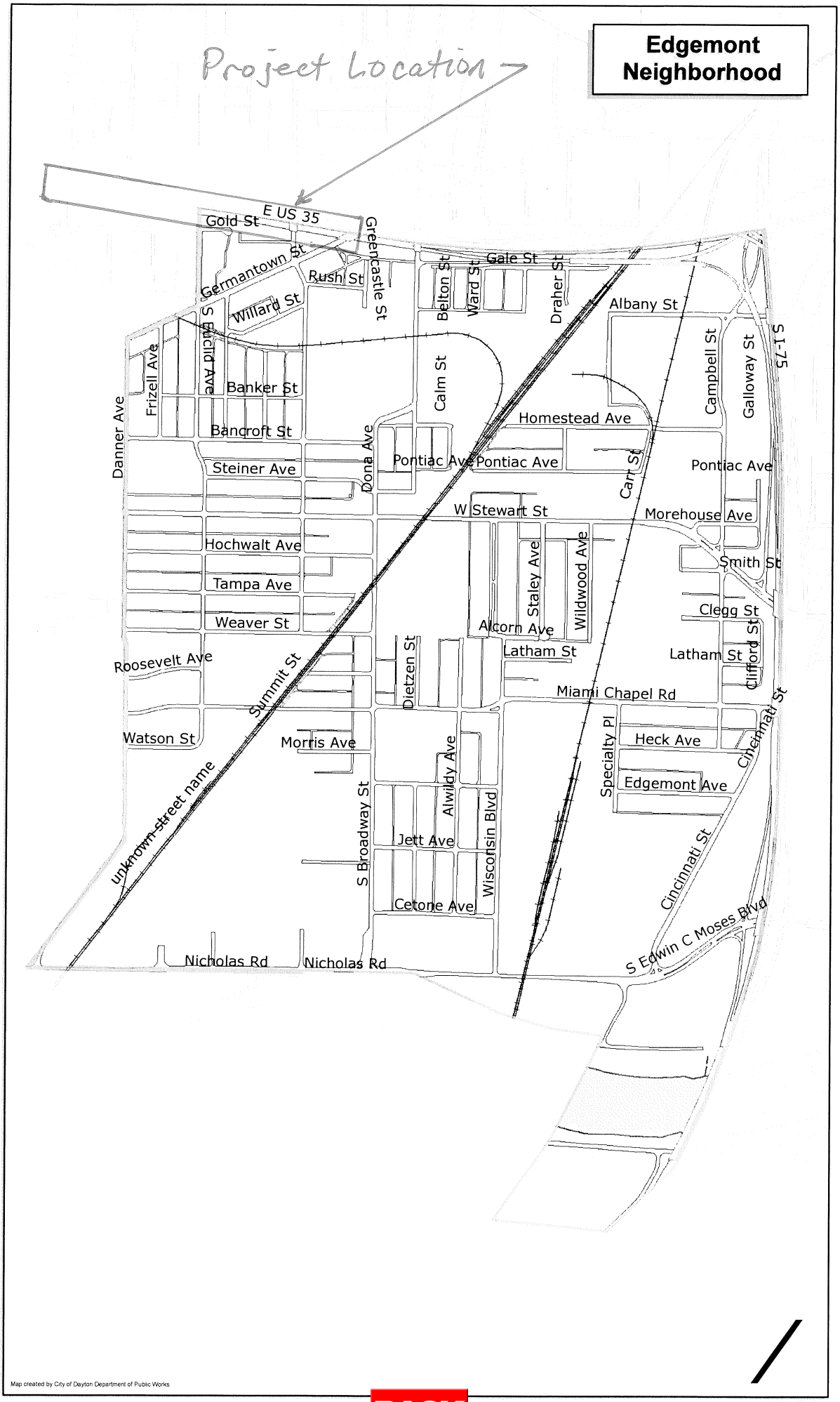
In order to keep the project on its current schedule we would like to receive the completed legislation no later than Tuesday, September 1, 2020 .

If you have any questions or need anything further, please let me know.

Thank you for cooperation,

Robin A. Castle
Program Administrator 2
ODOT District Seven
1001 St. Mary's Avenue, Sidney, OH 45365
D7: 937-497-6888 - D8: 513-933-6559
transportation.ohio.gov

Edgemont Neighborhood



Map created by City of Dayton Department of Public Works

BACK

DRAFT

2nd Reading 10.
31815-20

By:..... No.....

AN ORDINANCE

Consenting to Crack Seal Interstate Route 75
Within the City of Dayton, and Agreeing to Cooperate
In Matters Incidental Thereto, Including the Execution of
Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for sealing cracks on Interstate Route 75, identified by ODOT as MOT IR 75 11.07; and,

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

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to seal cracks on Interstate Route 75, said project being in the public interest and identified by ODOT as MOT IR 75 11.07 ("Project").

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

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

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

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the

Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

May 27, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering KGS

SUBJECT: Interstate 75 Crack Sealing
MOT IR 75 11.07, PID 101160
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that seals cracks on Interstate 75. The project will be 100% funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the fall of 2021.

Please present the attached Ordinance to the City Commission at its June 10, 2020 meeting. The Department of Law has approved the document as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3838.

KGS

Attachments

Cc: Mr. Parlette
Ms. Clements
Mr. Stovall

Steeber, Keith

From: Robin.Castle@dot.ohio.gov
Sent: Tuesday, March 24, 2020 8:23 AM
To: Steeber, Keith
Subject: PID 101160- MOT IR 75 11.07 - Consent Legislation
Attachments: PID 101160 - MOT Dayton - CLEG.doc

Good Morning,

Attached please find a template for preliminary consent legislation for the project known as PID 101160 - MOT IR 75 11.07 currently in the ODOT District 7 Fiscal Year 2022 Work Plan. This project will crack seal IR 75 in Montgomery County with a portion in the City of Dayton.

The attached is only a template. The City can use this template or use legislation format of their own. Original signatures are no longer required and when complete, the enacted and signed legislation can be scanned and returned to me or it can be sent by US Mail to my attention at the address below. If for any reason the City would like me to pick up the legislation, I will be happy to do so.

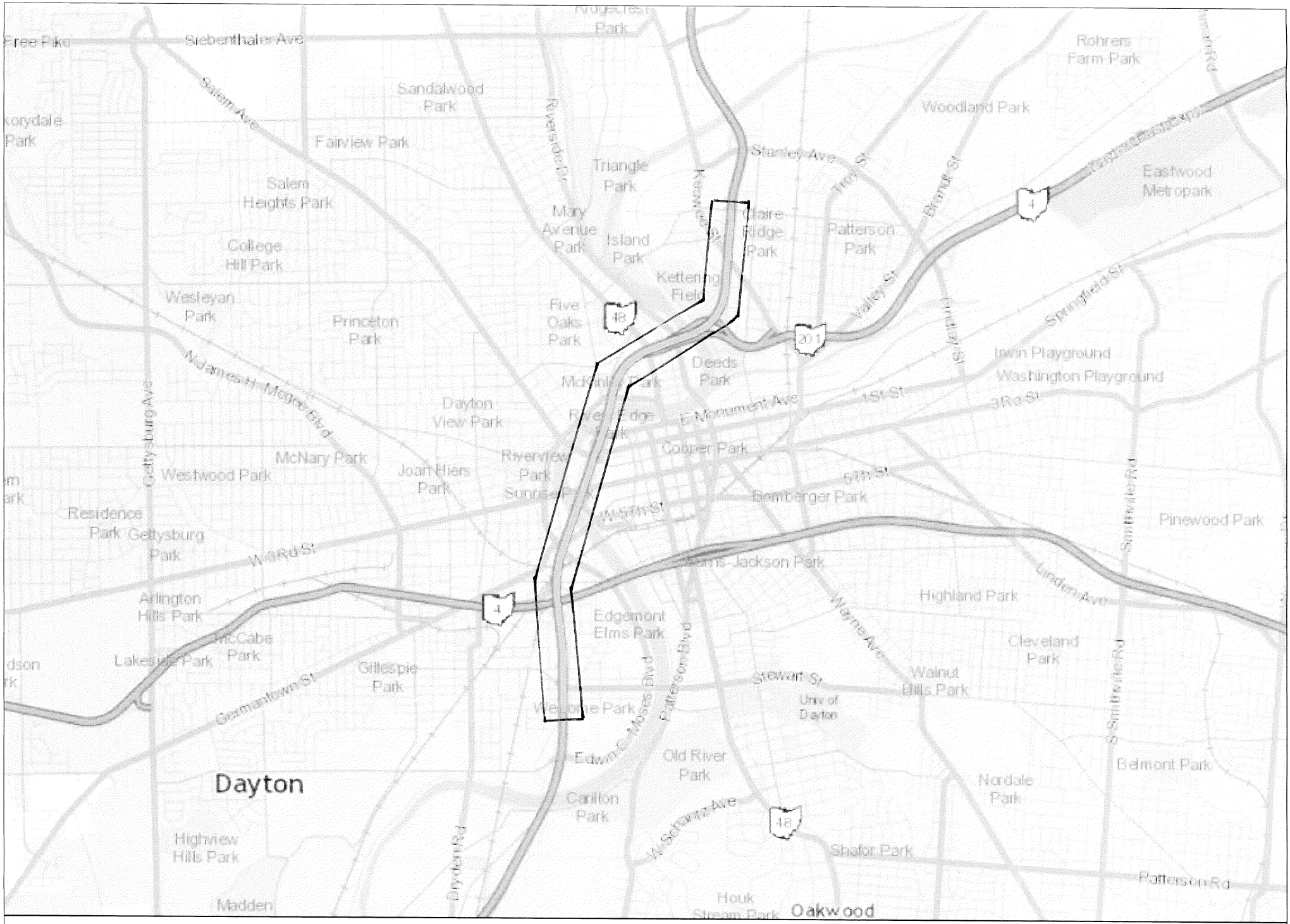
A little about the project, PID 101160 - MOT IR 75 11.07 is currently scheduled to sale in state fiscal year 2022 - quarter 1. Maps and general information can be found on the ODOT TIMS website at the link here: https://gis.dot.state.oh.us/tims/projects

In order to keep the project on its current schedule we would like to receive the completed legislation no later than Tuesday, September 1, 2020 .

If you have any questions or need anything further, please let me know.

Thank you for cooperation,

Robin A. Castle
Program Administrator 2
ODOT District Seven
1001 St. Mary's Avenue, Sidney, OH 45365
D7: 937-497-6888 - D8: 513-933-6559
transportation.ohio.gov



TIMS TRANSPORTATION INFORMATION MAPPING SYSTEM

This file was generated by the Transportation Information Mapping System from the Ohio Department of Transportation (ODOT). ODOT does not make any warranty and does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the data provided herein. Any use of this information is at the recipients own risk.

Date: 4/9/2020