



DAYTON

City of Dayton, Ohio
Department of Aviation
Division of Planning and Engineering

PROFESSIONAL ENGINEERING CONSULTANT FOR DEPARTMENT OF AVIATION

REQUEST FOR PROPOSAL (RFP) No. 21-027AOAD

August 2021

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SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Department of Aviation,
 Division of Planning and Engineering,
 Attn: Michael Cross
 3600 Terminal Drive, Suite 300
 Dayton, OH 45377
 Telephone: (937) 454-8226
 Fax: (937) 264-3592
 Email: mcross@flydayton.com

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

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

<http://daytonohio.gov/bids.aspx>

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

Issue RFP:	August 26, 2021
Notify City of Intent to Attend Pre-Proposal Meeting	12:00 PM local (Dayton OH) time on September 14 th , 2021
Pre-Proposal Meeting:	Meeting will be held at the Dayton International Airport, Friends and Family Assistance Center (FFAC), at 1:00 PM local (Dayton OH) time on September 16 th , 2021
Site Visit:	Site visit will be conducted at the Dayton International Airport- immediately following the pre-proposal meeting
Last Day to Submit Questions:	1:00 PM local (Dayton OH) time on September 23 rd , 2021
Written Responses to Questions:	September 27 th , 2021, by close of business
Due Date for Proposals:	11:00 AM local (Dayton OH) time on September 30 th , 2021
Contractor is Selected:	Anticipated by October 30 th , 2021
Contract is Awarded:	Anticipated be November 15 th , 2021
Notice to Proceed Issued:	Anticipated be December 31, 2021

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **VOLUNTARY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City’s Procurement Enhancement Plan (PEP) procedures
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify Mike Cross at mcross@flydayton.com by September 14th at 12:00 pm if they will be attending the Pre-Proposal meeting and how many persons will attend.

1.04 SITE VISIT. The City shall conduct a Site Visit. The Site Visit will be conducted at the Dayton International Airport immediately following the Pre-Proposal meeting. The intent of the site visit is to:

- Review the Project Location and site conditions
- Answer questions

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

1.05 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No. 21-027AOAD Professional Engineering Consultant for Department of Aviation, RFP No. 21-027AOAD Part 1, RFP No. 21-027AOAD Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:
<https://us02web.zoom.us/j/89663288681?pwd=Qlk1QlkrCTUyTnhhS09SL0R1R0RPZz09>

Meeting ID: 896 6328 8681

Passcode: 628300

One tap mobile

+1 312 626 6799 US (Chicago) +13017158592 US (Washington D.RFPC)

+1 929 436 2866 US (New York) +1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

Find your local number: <https://us02web.zoom.us/j/ktUHc7lmH>

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 11:00am, EST on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

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

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

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

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

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

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** – The street address of the proposer's company headquarters.

- **Local Office of Proposer** – Provide the location of the proposer’s office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
- **Company’s Primary Business** – State the proposer’s primary business, the number of years in the proposer’s industry, and the number of employees assigned to these related activities.
- **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
- **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city’s RFP are to be identified and failure to do so shall make the proposal non-responsive. City’s standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

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

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

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	Qualification of Firm and Past Performance	35%
2	Key Personnel for this Project	20%
3	Project and Program Management Techniques	20%
4	References	15%
5	Dayton Local Business	5%
6	PEP Certified Vendor (required unless there is an assigned goal)	5%
	Total Points	100%

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City’s Department of Aviation is requesting proposals from qualified, highly experienced, and professional consulting firms to perform Master Airport Consulting Services.

The City of Dayton, Department of Aviation (Department) is seeking responses from consultants experienced in providing professional services needed for projects within airport environs. The Department seeks to enter into a master professional airport services agreement with a Master Consultant to assist with projects at the Airport over the next five (5) years (2022-2026).

2.02 BACKGROUND INFORMATION. The City of Dayton, Ohio (City) is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. The City owns and operates the James M. Cox Dayton International Airport (DAY), a FAR 139 certified air carrier facility, the Dayton-Wright Brothers Airport (MGY), a general aviation and reliever airport facility, and the Dayton Transportation Center Heliport (5D7), an unattended H1 concrete landing pad located in the heart of Downtown Dayton, Ohio. For purposes of this RFP, “Airports” refers collectively to DAY, MGY, and 5D7, as the context dictates.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS. The consultant and its team of sub-consultants must be able to provide planning, design, and construction services for both federally and non-federally funded projects at the Airports. All work must meet Federal Aviation Administration (FAA), Ohio Department of Transportation (ODOT), and City standards and regulations. Consultants responding to this solicitation must be willing to provide professional airport services to the City on an as-needed basis for the Airport projects until final project close-out activities are completed or such services are no longer required by the City. The actual scope of services will be determined by the City’s Department of Aviation as needed on a per-project basis pursuant to the terms of the master professional services contract. Additional information on the scope of work may be found in Exhibit E. A copy of the proposed Airport Capital Improvement Plan (CY 2022 to 2030) is attached in Exhibit F. This engagement and services only cover projects involving the Airport and/or the City’s Department of Aviation.

2.04 EVALUATION AND SELECTION PROCESS. The following are the required submittal contents, together with the potential points available for each content category:

A. QUALIFICATION OF FIRM AND PAST PERFORMANCE

Consultant and each of its proposed sub-consultants for this engagement shall provide a narrative of prior experience within the past five (5) years and qualifications in airport planning, design, construction, and environmental analysis services. Provide a list of airport projects (including dates of each project, project budget, and scope of work involving both federal and non-federal funding that you (and all proposed sub-consultants) completed and/or had substantial involvement. Include a description of the work performed, identify the percentage of the total project completed by you (and each sub-consultant) and any special practices that were implemented to assist your clients to achieve their goals. Provide the names of the individuals that were assigned to the projects described and state if those individuals are proposed for this engagement. The consultant is encouraged to elaborate on any “lessons learned” from past experience.

B. KEY PERSONNEL FOR THIS PROJECT

Provide a graphic and narrative description of the organizational structure for the provision of services to Aviation, specifically outlining each individual’s primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), architect(s), and other individuals who will be assigned to coordinate the activities of the respective firms and key project staff members must be identified. Provide the professional qualifications and experience (a resume may be sufficient) within the past ten (10) years for all individuals identified for engagement, as well as a narrative description of specific similar project experience and competence. Resumes of firm principals are not required unless they are proposed as active, integral members of the project team. They should, however, be listed on the organizational graphic in relation to the project team.

C. PROJECT AND PROGRAM MANAGEMENT TECHNIQUES

The Consultant must describe your availability to the Department and your approach for managing the account. The Consultant must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work, and, if not the home office, explain its capability to obtain the necessary support from the home office. A description of the project team and resumes of key project members with a list of their qualifications and experience is also required.

D. REFERENCES – EXHIBIT B

Provide the name, address, and telephone number of at least three (3) airport clients that are familiar with the quality of work performed by you of similar nature. Three (3) airport client references should also be supplied for each proposed sub-consultant. The references provided must be able to attest to your firm's personnel knowledge in working with FAA and other applicable regulations and procedures.

2.05 MISCELLANEOUS. All Consultants submitting a proposal will be notified, upon the final determination by the City, of the firm selected to perform the requested work.

1. Any false statement(s) made by the respondent will void the submittal and eliminate the consultant from further consideration. Verbal responses to inquiries shall not be binding; only a written addendum to this RFP will modify its specifications and terms.
2. Notwithstanding any other provision of this RFP and in addition to any other rights reserved by the City herein, the City reserves to itself the following rights:
 - i. The right to modify or amend any provision of this RFP, including, without limitation, the provisions of the Agreement.
 - ii. The right to reject in whole or in part any or all submittals for any reason.
 - iii. The right to cancel its award to any firm(s) at any time before an agreement with such firm(s) has been fully executed and delivered, and City reserves the right to so cancel its award to a consultant without any liability.
 - iv. The right not to award to any consultant(s) that is in arrears or in default to the City upon any debt or contract, or that has failed to perform satisfactorily and faithfully under any previous agreements with the City.
3. Should the City find a discrepancy in the RFP, it reserves the right to provide written instructions to all proposers in the form of an addendum to the RFP. The City is not bound by any oral statements
4. The specific terms of the engagement for professional services will be governed by the terms of a final negotiated agreement. In the event of a conflict between the provisions of the final agreement and any provision of the RFP, the provisions of the final agreement shall control.

2.06 PRICING STRUCTURE. Each individual project will have a negotiated compensation based on hourly personnel rates (time and charges) or listed as a lump sum amount not-to-exceed for completion of all professional airport services. If an hourly rate is specified as the basis for compensation in a labor grade involved in the performance of the professional airport services listed in the agreement for the project, the Consultant's hourly rates shall be the annual actual raw labor cost for which labor grade involved in the performance of the professional airport services listed in the agreement times an agreed-upon gross multiplier. This gross multiplier is based on the Consultant's break-even cost multiplier (federally audited overhead rate), a profit of ten percent (10%), and a five percent (5%) allowance to cover standard project expenses. Standard project costs include travel to and from the City of Dayton, long-distance telephone calls courier printing and reproduction costs, and survey supplies and materials. The City will also reimburse the consultant for non-standard project expenses as required, to be determined on a case-by-case basis and with the approval of the City in advance.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

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

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

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

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

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

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2025, whichever date is earlier. The Agreement shall be renewable for "x" number of "x"-year optional periods at the discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed TWELVE MILLION DOLLARS (\$12,000,000.00). Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, the total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will make available to the Consultant, at no cost or expense, all available reports, records, data that might be necessary or useful to complete the Services required under this Agreement. The Consultant will gather and verify this information as part of their due diligence.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSURANCE

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

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

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by the Consultant to perform in accordance with the terms of this Agreement. A "substantial failure" to comply with a contract term means that there has been a major, or significant, breach of that term. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In addition, this Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for the Consultant's assets is appointed by a court of competent jurisdiction.
2. The 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 the 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 laws, ordinances rules, and/or regulations applicable to the Project and construction thereof or Services required by this Agreement.

In the event of termination, the City shall not be obligated to pay for any Services performed or materials procured subsequent to the effective date of termination, and, upon such payment, Consultant shall provide to the City copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials, whether completed or in process. Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days' written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

M. PCI COMPLIANCE

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

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

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

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

N. LIVING WAGE ORDINANCE

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

YES NO



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EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer’s Phone Number: _____

Proposer’s Fax Number: _____

Proposer’s E-mail Address: _____

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

If a corporation, state of incorporation: _____

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

Please include your IRS Form W9 with your proposal.

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

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

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

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

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

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



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EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 21-027AOAD. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
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EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: _____
 Bidding Company: _____
 Address: _____

 Signature/Title: _____
 Federal I.D.#: _____
 Phone No.: _____
 Fax No.: _____



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EXHIBIT D - BUSINESS INCOME TAX QUESTIONNAIRE
Business Income Tax Questionnaire

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



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN # _____
- 2. Corporate Earnings FEIN # _____
- 3. Individual Ownership Earnings SSN # _____
- 4. Partnership Earnings FEIN # _____

Company Name _____ Phone # _____

Mailing Address _____ City _____ St. _____ Zip _____

Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction _____

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

Withholding Information *Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction _____
- Do you submit withholdings QUARTERLY* or MONTHLY? _____
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

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

Full name of Owner of Company _____

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

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

Signature _____ Title _____ Date _____

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

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
 (937) 333-3500 ~ Fax (937) 333-4280

CS-25c



City of Dayton, Ohio
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EXHIBIT E – SCOPE OF SERVICES

SCOPE OF SERVICES

A. Representations

Consultant warrants and represents that: (1) it is qualified and permitted by law to perform all the professional services to be furnished pursuant to the terms of this Agreement; (2) all personnel engaged in the performance of the professional services to be provided hereunder are qualified, experienced, capable and, as applicable, licensed to perform the work and services they are designated to perform; and (3) it has and will maintain adequate facilities and sufficient personnel to perform the professional services required hereunder. Upon request by the City, Consultant shall furnish to the City a certified statement setting forth the qualifications, experience and, as applicable, licenses of its personnel involved in providing the professional services to be furnished hereunder.

B. Engineering Professional Airport Services

Consultant agrees to provide the following professional airport services, which are requested by the City in the manner set forth in Subsection C below, for the Projects at DAY and DWBA:

- a. planning, environmental and architectural consulting,
- b. preparation of design and construction plans and specifications;
- c. construction engineering services;
- d. project and construction management services;
- e. airport financial planning services;
- f. marketing support services; and
- g. such other professional and project development and management services required in connection with the planning, implementation and completion of projects at DAY and DWBA.

Attached hereto as Exhibit F and incorporated herein is a listing of the proposed Projects at DAY and DWBA (Airport Capital Improvement Plan) for which the City may request Consultant to provide professional airport services under this Agreement. Annually, in accordance with the addendum procedure set forth in Article XIV, Subsection J, the City will update the Projects at DAY and DWBA for which the City may request Consultant to provide professional airport services under this Agreement. It is understood that the annual listing of proposed Projects are not meant to be exhaustive or exclusive; and the City shall have the right to update the Projects at any time as may be necessary or desirable to the City or as a result of federal, state or local grant funding received for a particular project and without necessity of a formal amendment or addendum to this Agreement. For purposes of this Agreement, the term "Project" shall refer to any project listed in Exhibit E and any additions, deletions or modifications thereto.

C. Work Authorizations

All professional airport services provided by Consultant hereunder shall be procured by execution of a "Work Authorization". Once the City identifies a need for professional airport service(s) for a Project, it shall notify Consultant's designated project manager. Such City notification, to be provided by the City's Director of Aviation or designee, shall identify a particular Project and provide a general description of the professional airport services requested by the City. Thereafter, Consultant shall prepare a Work Authorization, which shall set forth a detailed scope of services, a proposed schedule for performance and estimated completion date, and the compensation (either lump sum or at hourly labor rates) for the professional services to be provided. Not later than ten (10) business days from receipt thereof, the City shall review the Work Authorization and provide comment and, as

may be necessary, revisions to Consultant. Once the parties mutually agree to the terms, conditions and compensation set forth in a Work Authorization, Consultant shall execute it and submit it to the City's Director of Aviation for approval and execution by the City Manager (or designee) on behalf of the City. Unless the City requests and engages Consultant to provide professional airport services in the manner described in this Subsection C, no expenditure(s) under this Agreement is authorized and Consultant shall be ineligible for payment for that particular service(s).

D. Standards

The professional airport services to be performed under this Agreement, including any surveys, drawings and professional renderings, shall be in compliance with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the particular professional service. Consultant and its employees, agents, and or contractors performing services under this Agreement shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by an engineer and or other professional under similar circumstances. Upon notice to Consultant and by mutual agreement, Consultant agrees to correct any professional services not meeting the standards contained in this Subsection D, without additional compensation.

Approval by the City or any department or agency of the federal government (including the Federal Aviation Administration) of drawings, designs, specifications, details, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve Consultant of its responsibility for the technical adequacy of its work and services.

E. Opinions of Construction Costs and Schedules

The Consultant is required to present an estimate of cost for a Project, or a Contract prepared by the Consultant prior to Bid opening (Engineer's Estimate). Since Consultant has no control over the cost of labor, materials or equipment furnished by others, or over competitive bidding market conditions, any opinions of probable construction costs for any project provided by the Consultant hereunder are made on the basis of experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids or actual project costs will not vary from Consultant's cost estimates or that actual construction schedules will not vary from Consultant's projected construction schedules.

F. Airport Security Requirements

- 1. Access to Airport Property** - This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the airport. (See Airport Security Badges section below.) Consultant, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consultant, Subcontractors, their respective employees, invitees, and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations, and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies, and procedures.
- 2. Airport Security Badges** - Consultant must obtain from the airport badging office Airport Security Badges for any person working at the airport on Consultant's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge or a badged escort. The fee to obtain an

Airport Security Badge is \$100 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Police Chief/Security Coordinator may require at his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license, and appropriate stickers). The consultant is responsible for requesting and completing the form for each person who will be working at the Airport on the Consultant's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Police Chief/Security Coordinator or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Police Chief/Security Coordinator may grant or deny the application at his sole discretion. In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges, Vehicle Permits, and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area. In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits, and Driver's Licenses must be adhered to:

- i. All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- ii. All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Ohio, City of Dayton, and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating at the Airport.
- iv. Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.
- v. Consultant's personnel who function as supervisors, and those that escort Consultant's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.



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EXHIBIT F – PROPOSED DAY PROJECTS

Proposed DAY Projects

- Taxiway "W" Rehabilitation - 4 phases (Edge Lights/circuitry/regulators, Marking and Taxiway Connector "M & Z", shoulders ... etc.)
- Terminal Apron Reconstruction Phase 4 of 7 (Central Apron) 2020 and 2021 Rollover Funds, Including Construction Admin.
- Taxiway "H" Rehabilitation (including connector Taxiway "L")
- Airfield Lighting Generator and Regulators
- Pavement Management Study
- Taxiway "C" Rehabilitation (Full Length)
- Terminal Apron Reconstruction Phase 5 of 7 (Central Apron-West) and Existing Connector Demolition
- Terminal Apron Reconstruction Phase 6 of 7 (North Apron at Deice Pad 2)
- Taxiway "R" Reconstruction (Phase 1a and 1b)
- Associated Connector Taxiways "R" Reconstruction ("S", "T", "U", "M")
- Environmental Assessment and Engineering-RW6R-24L
- Equipment - Snow Removal (Multi-function)
- Taxiway "D" & "E" Rehabilitation (Phase 1)
- Equipment - Snow Removal (6x6 Plow)
- Terminal Apron Reconstruction Phase 7 of 7 (Southeast Corner)
- Environmental Assessment- RW 6L Extension
- Apron (Center 1) Rehabilitation - Mill & Overlay
- Taxiway "A" & "Z" Rehabilitation
- Rehabilitate RW 6R-24L (Full Length incl. connector TW's)

Proposed MGY Projects

- Wildlife Fencing - Phase V - Remove and Replace ~ 1600LF
- Taxiway "A" North Rehabilitation, Phase 1
- Runway Safety Area Improvements-Ph 1 Environmental Assessment for RW Extension)
- "Runway Safety Area Improvements-Ph 2 South End RW Extension
(Remove displacement- including Taxiway ""A"" (South End) Relocation, Phase 1, approach lighting, signage, and markings)"
- Taxiway "A" EW Rehabilitation and Runup Pad, Phase 2
- Replace T- Hangar Structures (New Nested T-Hangar)
- Taxilane "A2" Improvements
- Runway Rehabilitation (Existing Pavement)
- Drainage Improvements (Phase 1)
- Drainage Improvements (Phase 2)
- Terminal Ramp Improvements (Phase 1)
- Runway Safety Area Improvements-Ph 1 (Runway 20 Approach) (Land Acquisition)