



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

APRIL 18, 2012

6:00 P.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.

(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public 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, Price Agreements and Contracts:

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

1. 2012 Purchase Orders:

AVIATION

A1. Wesco Distribution, Inc. (electrical equipment and supplies as needed through 12-31-12)

\$15,000.00

1. (Cont'd)

ECONOMIC DEVELOPMENT

B1. Prosperous Lawn Care, Inc. (lawn care, weed control and related services as needed through 12-31-12) **\$6,830.03**

POLICE

C1. B&H Photo-Video, Inc. (weapon sights) **11,300.00**

WATER

D1. George E. Booth Co., Inc. (four flow meters) **21,668.00**

D2. Wesco Distribution, Inc. (electrical equipment and supplies as needed through 12-31-12) **20,000.00**

D3. Godwin Pumps of America, Inc. (one trailer mounted trash pump) **36,819.78**

D4. M & R Electric Motor Service (labor and materials to repair various motors and pumps as needed through 05-31-12) **20,000.00**

-Depts. of Aviation, Police, Water and Office of Economic Development.

Total: \$131,617.81

2. **Atlas Advertising, LLC – Agreement** – to develop a new website to promote Dayton – Office of Economic Development. **\$45,000.00**

3. **DHDC, Inc. – Contract** – for the Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections – 2012 (Open Market Contract) (Federal NSP3 Funds) – Dept. of Building Services/Housing Inspection. **\$77,357.00**

B. Construction Contracts/Estimates of Cost:

4. **Bright Street, LLC – Contract** – for the Fifth Street Bridge Lighting (8% DBE Goal) (100% DBE Participation Actual) (Federal Construction Funds) – Dept. of Public Works/Civil Engineering. **\$250,829.77**

C. Revenue to the City:

5. **Jefferson Township – Intergovernmental Agreement** – to provide waste collection services – Dept. of Public Works/Waste Collection. **\$318,850.00**
(Revenue to the City)

E. Other – Contributions, Enterprise Zone Agreements, Etc.:

6. **CityWide Development Corp. – Development Agreement** – for available funds to the Institute for Development and Commercialization of Advanced Sensor Technology (IDCAST) to support the management and administration of the Dayton Radio Frequency Identification (RFID) Convergence Center and The Entrepreneurs Center located on Monument Avenue – Office of Economic Development. **\$250,000.00**

IV. LEGISLATION:

Resolution – Second Reading:

7. **No. 5894-12** Approving and Supporting the Designation of U.S. Bicycle Route 50 through the City of Dayton, Ohio.

VI. MISCELLANEOUS:

ORDINANCE NO. 31164-12

RESOLUTION NO. 5895-12

IMPROVEMENT RESOLUTION NO. 3598-12

INFORMAL RESOLUTION NO. 847-12

CITY OF DAYTON CITY MANAGER'S REPORT

TO: City Manager

Date April 18, 2012FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 131,617.81

Supplier/Vendor/Company/Individual:

- ☒ Purchase Order ☐ Lease Agreement
☐ Price Agreement ☐ Estimate of Cost
☐ Award of Contract ☐ Payment of Voucher
☒ Other 2012 Purchase Orders

NAME See Below

ADDRESS _____

Justification and description of purchase, contract or payment:

AVIATION(A1) P1200721 - WESCO DISTRIBUTION, INC., DAYTON, OH

- Electrical equipment and supplies, as needed through 12/31/2012.
- These goods are required to maintain and repair equipment at Airport terminal facilities.
- Seven possible bidders were solicited and five bids were received, this order establishes a price agreement through 12/31/2012.
- The Department of Aviation recommends acceptance of the low bid.
- Authority: \$15,000.00

Approved Affirmative Action Program on File ☒ Yes ☐ No ☐ NA

Approved by City Commission

Clerk _____

Date _____

Division Valerie

Department _____

City Manager [Signature]

ECONOMIC DEVELOPMENT

(B1) P1200749 – PROSPEROUS LAWN CARE, INC., HAMILTON, OH

- Lawn care, weed control and related services, as needed through 12/31/2012.
- These services are required to maintain various parcels throughout the City.
- Rates are in accordance with the City of Dayton's existing price agreement M12038 with pricing through 12/31/2012.
- This amendment increases the originally authorized amount of \$10,000.00 by \$6,830.03 for a total not to exceed \$16,830.03 and therefore requires City Commission approval.
- The Department of Economic Development recommends approval of this order.
- Authority: \$6,830.03

POLICE

(C1) P1200724 – B&H PHOTO-VIDEO, INC., NEW YORK, NY

- Weapon sights.
- These goods are required to increase capabilities of the City's current night vision system.
- Ten possible bidders were solicited and three bids were received. This order establishes a price agreement through 3/31/2013.
- The Department of Police recommends acceptance of lowest responsive bid.
- Authority: \$11,300.00

WATER – WASTEWATER

(D1) P1200743 – GEORGE E. BOOTH CO., INC., INDIANAPOLIS, IN

- Four (4) flow meters.
- These goods are required for the monitoring and recording of wastewater flows at the Broadway pump station.
- George E. Booth Co., Inc. is recommended as the manufacturer's solely authorized distributor for this region, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$21,668.00

(D2) P1200722 - WESCO DISTRIBUTION, INC., DAYTON, OH

- Electrical equipment and supplies, as needed through 12/31/2012.
- These goods are required to maintain and repair equipment at Wastewater Treatment facilities.
- Seven possible bidders were solicited and five bids were received. This order establishes a price agreement through 12/31/2012.
- The Department of Water recommends acceptance of the low bid.
- Authority: \$20,000.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Landscape and Lawn Care Services
Dept./Div.: Economic Development
Requisition No.: 2EDD003

BIDDER NAME & STREET ADDRESS:			No.:	1 Power Net Of Dayton	2 A to Z Maintenance	3 Access Lawn Care, Inc.	4 Bladcutters Inc.	5 Lamanna's Lawn And Landscaping	6 Ozscapes	7 Prosperous Lawn Care
CITY:				Dayton OH 45406	Troy OH 45373	Dayton OH 45415	Dayton OH 45414	Kettering OH 45420	Casstown OH 45312	Cincinnati OH 45218
STATE & ZIP:										
Recommended for Award										
QUALIFIES FOR LOCAL PREFERENCE?				YES	NO	NO	NO	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	YES	NO	NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	NO	NO	NO	NO	NO	NO
Item #	ITEM DESCRIPTION	Qty	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS										
1	Parcel #1		* \$250.00	\$548.00	\$865.00	\$595.00	\$1,200.00	\$322.23		\$628.57
2	Parcel #1A		\$375.00	\$245.00	\$335.00	\$575.00	\$1,200.00	\$141.12	*	\$100.00
3	Parcel #2		\$1,012.50	\$1,469.00	\$1,320.00	\$1,084.00	* \$1,000.00	\$533.34		\$1,300.00
4	Parcel #3		\$320.00	\$245.00	\$240.00	\$220.00	\$1,500.00	\$144.45	*	\$50.00
5	Parcel #4		\$640.00	\$332.00	\$345.00	\$220.00	\$1,200.00	\$255.56	*	\$200.00
6	Parcel #5		\$325.00	\$284.00	\$230.00	\$225.00	\$500.00	\$85.56	*	\$62.86
7	Parcel #6		\$395.00	\$184.00	\$230.00	\$310.00	\$300.00	\$73.34	*	\$62.86
	Total Monthly Rate		\$3,317.50	\$3,307.00	\$3,565.00	\$3,229.00	\$6,900.00	\$1,555.60	*	\$2,404.29
TERMS:				DEST	DEST	DEST	DEST	DEST	DEST	DEST
F.O.B.:										
DELIVERY:										

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

HRC

- | | | | | |
|---|-----------------------------|---|-----------------------|-------------------|
| 1. Premier Lawn Care Services, Inc.- Late Bid
Trotwood, OH 45426 | 6. Aaron's Tree Landscaping | 11. Campbell's Lav 16. Travis Tompkins | 20. Cad Concepts | 24. Pro Tree Trim |
| 2. Ddickson Construction Services- Late Bid
Dayton, OH 45385 | 7. ICU-Inspire Create Unite | 12. Meisner and A 17. All Inclusive Enterprises | 21. DPRA Architects | 25. Sharp Conway |
| 3. Sideline Property Management
Dayton, OH 45401 | 8. Dayton United Way | 13. ASC Group 18. Jeff's Property Management | 22. John K. Lechner | 26. Testtech Inc. |
| 4. Dayton Sweeping Service Inc.
Dayton, OH 45417 | 9. Woodland Acres | 14. Ever-Green La 19. Branches LJ | 23. Miller's Property | 27. Vivian Liambi |
| 5. Walker Enterprises | 10. White's Home Maint. | 15. City of Dayton- Public Works | | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: WEAPON SIGHTS

Dept./Div.: SWAT

Requisition No.: 2DP022

IFB No.: K12032

Bids Opened: 10:30 A.M.; 2/17/201

BIDDER NAME & STREET ADDRESS:				No.: 1 B&H PHOTO VIDEO		2 CABELA'S INC.		3 STREICHER'S	
CITY: STATE & ZIP: Recommended for Award				NEW YORK NY 10001		CINCAN NE 68521		MINNEAPOLIS MN 55441	
QUALIFIES FOR LOCAL PREFERENCE?				NO		NO		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?				NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO		NO		NO	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS									
1	Weapon Sight Eotech 552.A65 Holographic Weapon Sight	25	Each	\$452.00	\$11,300.00	\$441.99	\$11,049.75	\$454.00	\$11,350.00
TOTAL COST					\$11,300.00		\$11,049.75		\$11,350.00
Firm Price Agreement Through 03/31/2013 YES / NO If NO, for how long? Options to renew for additional 12-months April 1, 2013 through March 31, 2014 Maximum Percentage of Increase Options to renew for additional 12-months April 1, 2014 through March 31, 2015 Maximum Percentage of Increase				YES		YES		NO	
								90 Days	
				NO		NO		NO	
				NO		NO		NO	
TERMS:				Net 30		Net 30		Net 30	
FOB:				DEST		DEST		DEST	
DELIVERY:				5-10 DAYS ARO		3-6 Business Days ARO		30 DAYS ARO	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | |
|--|---|--|---|
| 1. N Vision Optics
Needham MA 02494 | 3. Pro-Tech Security Sales
Berea OH 44017 | 5. Optics Best Buy
Mansfield TX 76063 | 7. Standard Law Enforcement Supply
Willoughby OH 44094 |
| 2. Del-Ton
Elizabethtown NC 28337 | 4. NightvisionSales.com Laser-King
Union City IN 47390 | 6. Vance Outdoors Inc
Columbus OH 44094 | |

WATER – WATER SUPPLY AND TREATMENT

(D3) P1200744 – GODWIN PUMPS OF AMERICA, INC., BRIDGEPORT, NJ

- One (1) trailer mounted trash pump.
- This equipment is required to provide a compact and maneuverable portable pumping system for well field maintenance operations.
- Rates are in accordance with State of Ohio term schedule contract pricing #7751100608.
- The Department of Water recommends approval of this order.
- Authority: \$36,819.78

(D4) P1200067 - M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Labor and materials to repair various motors and pumps, as needed through 5/31/2012.
- These goods and services are required to repair miscellaneous motors and pumps at the Water Treatment facility.
- This amendment increases the previously authorized amount of \$15,000.00 by \$20,000.00 for a total not to exceed \$35,000.00, and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Authority: \$20,000.00

The aforementioned departments recommend approval of these orders.

2.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 18, 2012

FROM: Office of Economic Development
Department/Division

Code 10000-2600-1159-41

(CHECK ONE)

Fund Title General Fund

Amount \$ 45,000

- ☐ Purchase Order ☐ Lease Agreement
☐ Price Agreement ☐ Estimate of Cost
☐ Award of Contract ☐ Payment of Voucher
☒ Other Agreement

Supplier/Vendor/Company/Individual:

NAME Atlas Advertising, LLC
ADDRESS 2601 Blake St., #301
Denver CO, 80205

The Office of Economic Development (OED) requests approval of an Agreement with Atlas Advertising, LLC (Atlas). Atlas will develop a new website to represent the OED. The goal of the website is to better promote Dayton as an attractive place to conduct business, as well as to highlight the programs and services provided by the City's economic development team and to efficiently provide relevant data for existing and prospective businesses.

The Office of Economic Development worked with the Division of Information and Technology Services (ITS) to select our website development team, and ITS agrees that Atlas is the most qualified company for this project.

The Department of Law has reviewed and approved this Agreement as to form and correctness. The Agreement will commence upon execution by the City and expire on December 31, 2013.

A Certificate of Funds for \$40,000 is attached. The remaining \$5,000 will be encumbered as needed.

Approved Affirmative Action Program on File ☒ Yes

☐ No

☐ NA

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Division

Department

City Manager

CT 12-0341


NO DRAFT DOCUMENTS PERMITTED

Change Order:

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

<p>Amount: <u>\$ 40,000.00</u></p> <p>Fund Code <u>10000</u> - <u>2600</u> - <u>1159</u> - <u>41</u> - <u> </u> - <u> </u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u>XXXXX</u> - <u>XXXXX</u> - <u>XXXXX</u> - <u>XX</u> - <u>XXXXX</u> - <u>XXXXX</u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>
<p>Amount: <u> </u></p> <p>Fund Code <u>XXXXX</u> - <u>XXXXX</u> - <u>XXXXX</u> - <u>XX</u> - <u>XXXXX</u> - <u>XXXXX</u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u>XXXXX</u> - <u>XXXXX</u> - <u>XXXXX</u> - <u>XX</u> - <u>XXXXX</u> - <u>XXXXX</u></p> <p style="text-align: center;">Fund Org Acct Prog Act Loc</p>

Vendor Name:	<u>Atlas Advertising, LLC</u>			
Vendor Address:	<u>2601 Blake Street, #301</u>	<u>Denver</u>	<u>CO</u>	<u>80205</u>
	Street	City	State	Zipcode + 4
Federal ID:	<u>84-1609004</u>			
Commodity Code:	<u>91849</u>			
Purpose:	<u>Atlas Advertising will develop a website to represent the Office of Economic Development. The City will</u>			
	<u>compensate, on a reimbursement basis, in an amount not to exceed \$45,000.</u>			

Contact Person: Karen Lachey Economic Development 4/2/2012
 Department/Division Date
 Originating Department Director's Signature: 

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.

Cheryl Garoto
Finance Director Signature
Sheila Kraft
CF Prepared by

4/3/12
Date

4-2-12
Date

CT12-0341
CF/CT Number

PROFESSIONAL SERVICES AGREEMENT

For a Website Development Project

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between Atlas Advertising, LLC, a Colorado corporation with offices at 2601 Blake Street, #301, Denver, Colorado, 80205 (hereinafter "Consultant"), and the City of Dayton, Ohio, located at 101 W. Third St., Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses; and

WHEREAS, The City now requires certain professional services related to website development; and

WHEREAS, The Office of Economic Development has selected the Consultant as the best qualified to provide the services; and

WHEREAS, the Consultant is willing to perform the professional services and represents that its staff is fully qualified and available to perform the services.

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

ARTICLE 1. PROJECT.

The City of Dayton Office of Economic Development is developing a new website to represent the office. The goal of the website is to better promote Dayton as an attractive place to conduct business, as well as to highlight the programs and services provided by the City's economic development team and to efficiently provide relevant data for existing and prospective businesses.

The Project will consist of the development of a completely new and stand alone website specifically for the Office of Economic Development (see attached Scope at Exhibit A), which will include a Property Search tool. Consultant will also develop a companion mobile website. Consultant will work with City staff to develop online content, based on the existing web pages managed by the City's Office of Economic Development and Dayton's regional resource partners. The website will have a user-friendly content management system so that City staff can maintain the website over time. It will also be compatible with social media platforms including Constant Contact, Facebook, LinkedIn, and YouTube. Consultant will develop appropriate applications for the website, in order to enhance functionality and attractiveness. The website will be compatible with the most popular browsers, and fully ADA compliant for individuals with disabilities. Consultant will also install and help to monitor online analytics to assess the effectiveness of the website.

ARTICLE 2. FUNDING.

The City will compensate, on a reimbursement basis, Consultant for the services actually rendered to complete the Project. Total remuneration under this Agreement shall not exceed Forty-five Thousand

Dollars (\$45,000). Consultant shall submit an invoice(s) to the City with each complete step of the website development process.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 3. PROFESSIONAL QUALIFICATIONS.

Consultant represents that it is qualified and permitted by law to perform the services required hereunder and that it has, and will maintain, adequate facilities and sufficient personnel to perform the services. The Consultant represents and warrants that all personnel engaged in the performance of the services to be provided are qualified and permitted to do the work assigned.

The services to be performed under this Agreement 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 professional services to be provided hereunder. Consultant and its employees, agents, and/or contractors performing the 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 a professional under like or similar circumstances.

ARTICLE 4. SPECIFIC CONDITIONS.

A. Consultant also represents and warrants that Consultant is not subject to any judgment or decree of a court or government agency that would limit or restrict Consultant's right or ability to carry out the Project. Consultant shall fully and promptly disclose to the City any change in facts, assumptions, or circumstance that may affect the Project or the warranties set forth herein.

B. If it becomes necessary for review, audit, or verification purposes, Consultant shall allow the City to inspect applicable, confidential records.

C. Consultant agrees to supply additional information upon request by the City and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 5. OWNERSHIP OF WORK PRODUCT.

All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City (hereinafter "documents"). Consultant shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

Consultant shall deliver the documents to the City and shall maintain the documents as strictly confidential. Consultant shall not disclose the documents to others, including individuals, corporations, or government agencies, either before or after the termination of the Agreement, except as expressly authorized in writing by the City or compelled by law.

ARTICLE 6. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by the City and it shall expire on December 31, 2013 unless earlier completed to the City's satisfaction, extended to a later date, or earlier terminated.

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

1. A receiver for substantially all of 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 the City, provided however that if the term, covenant or condition to be performed by the Consultant is of such nature that the same cannot be reasonably performed within said thirty (30) day period, such matter shall not constitute grounds for termination of this agreement so long as Consultant, in good faith, commences to cure such default within said thirty (30) day period and Consultant diligently undertakes to complete the remedy and the default is cured within ninety (90) days of the original notice.
4. Consultant's violation of any applicable federal, state, or local law applicable to the Project and construction thereof, subject to any appeal or cure rights of Consultant.
5. If, prior to the receipt of any funding from the City hereunder and upon giving thirty (30) days prior written notice, Consultant desires to terminate this Agreement.

In the event of termination prior to Project completion and if the City provided any funds to Consultant hereunder for work not yet completed to the City's satisfaction, Consultant shall repay to the City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Consultant shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by the City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INSURANCE.

During the performance of this Agreement, Consultant shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

- (1) Commercial general liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- (2) Workers' Compensation Insurance in such amount as required by law, and employers' liability insurance, with a limit of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- (4) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate.

Consultant shall name the City and its elected officials, officers, employees, and agents, as an additional insureds on all insurance policies furnished and maintained pursuant to item (1) above. Consultant shall provide the City with a certificate of insurance before commencing work. Consultant must maintain the policies in good standing for the duration of the Project. Consultant shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City's examination of, or failure to request or demand, any evidence of insurance hereunder, will not limit Consultant's obligations under provisions hereof.

All project contractors are required to include the City and Consultant as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and Consultant from the contractor's negligence.

ARTICLE 8. INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless the City and its respective 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 Consultant, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Consultant's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

ARTICLE 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. RECORDS AND RETENTION.

Consultant shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Consultant will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may request, Consultant shall make available to City, the Auditor of

the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Consultant shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Consultant and made available for review by the 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. TAX REPRESENTATION.

Consultant certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Consultant is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Consultant currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent of instrumentality thereof, or Consultant filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Consultant. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.

- A. Assignment. Consultant shall not assign this Agreement without prior written consent from City.
- B. Conflict of Interest. Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Project.
- C. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- D. 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. Any reference to a period of "days" shall mean calendar days unless otherwise expressly stated herein.
- E. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, that makes specific reference to this Agreement, is

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

- F. Waiver. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.
- G. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Consultant.
- H. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested via overnight delivery carrier, or delivered personally, and addressed as follows:

For City: City of Dayton, Office of Economic Development
 101 W. Third Street
 Dayton, Ohio 45402
 Attn: Timothy Downs

For Consultant: Atlas Advertising, LLC
 2601 Blake Street, #301
 Denver, CO 80205
 Attn: Keeley Sullivan

- I. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other 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 provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATLAS ADVERTISING, LLC

CITY OF DAYTON, OHIO

By: _____

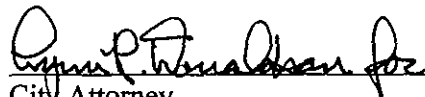
City Manager

Its: _____

Date

APPROVED AS TO FORM
AND CORRECTNESS:

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


City Attorney *SPB*

Min. / Bk. _____ Pg. _____

Clerk of the Commission

Attachment A

Scope

Overview of Final Deliverables

Project: Smart Region Website and Importer \$21,500

Job Number: DAYTON-0001

- This job is compiled of the following:
 - Website Design and Development
 - InSite Development
 - AtlasOne Development
 - Importer
- Final Deliverables Include:
 - Four page layouts including 1 home page, two interior layouts, and one standard contact form (includes 5 standard fields and a comments box) with one round of consolidated revisions
 - Installation of My Favorites and Print Page
 - AtlasOne/ HTML programming complete with all standard Content Management System features
 - Analytics: Setup of Google analytics added to client site with monthly reports generated
 - Installation of Atlas InSite
 - Sites and Buildings Data Base (Data provided by: Importer Commercial Database)
 - Business Database (Data provided by D&B)
 - Map overlays (6 overlays suggested: airports, county boundary, hospitals, business parks, and major employers.)
 - Trainings:
 - CMS 101 (1 ½ hrs)
 - CMS 201 (1 hr)
 - InSite & AtlasOne (1 ½ hrs)

Project: Content Strategy & Audit \$5,300

Job Number: DAYTON-0002

- Content audit: up to ten pages of completed copy
 - Edit for grammar, spelling and clarity
 - Edit for web friendly content (eg: bullets, subheads, limited scrolling, short paragraphs, etc.)
 - Make recommendations on tone and ideas for page improvements
 - Client will deliver all content to Atlas in a word document with each page name and number clearly marked
 - No revisions from Atlas are included
- Content Strategy Training

Project: Mobile Including Property Search

Job Number: DAYTON-0003 \$5,000

Final Deliverables Include:

- Includes six pages including the landing page and GIS property search
- Link to view full site and site map in the footer
- Graphic locating your community
- Analytics: Setup of Google analytics added to client site with monthly reports generated
- When a user is on a smart phone and they visit your site they will automatically be directed to the mobile version. They will have the ability to view your full site from the mobile version.
- Client will have the ability to update content through their existing CMS.
- GIS fields available to search will be:
 - Property Type (Land/ Industrial/ Office) = this will be a drop down
 - Minimum and Maximum Size = blank area to enter in numeric value
 - City = blank area to enter in numeric value

Recurring Fees

Annual maintenance, demographic data, software and hosting \$495 monthly

Company data (D&B) \$125 monthly

Optional Items**Project: Thematic Static Maps**

Job Number: TBD \$3,500

Final Deliverables Include:

- 6 layers (2 base maps)
- Source files
- Low- Res PDF: Online
- High-Res PDF: Print

Project: Translated Web Pages

Job Number: TBD \$200 per language/ per page

Final Deliverables Include:

- Word count not to exceed 450 per page
- Pages to be determined by client

Project: Support

Job Number: TBD \$3,000 annually

This plan offers up to 5 hours of support each month for only \$500. This is an average savings of 25% on our normal rates. Hours exceeding the monthly allotment will be billed at the discounted rate of \$100 per hour for website and consultation services and \$135 for InSite fixes.

- Your Prime Support plan also offers you VIP support service: we will respond to Prime Support requests within one business day and will begin work on any required projects in five business days or less, depending on the size of the project.
- With Prime Support, you will not be charged for time spent addressing a code issue, server outage or other issue caused by Atlas. You will be billed for all user-generated problems, trainings and consultations.

Proposed Project Schedule

Welcome Packet Review	March 27
Initiation Brief Due to Atlas	April 20
Website Creative Development	April 23 - 27
Website Front and Back End Development	April 30 – May 18
Client CMS 101 Training	Week of May 21 st
Client Upload of Copy	Week of May 21 st – Week of May 28 th
Client 201 Training	Week of June 4 th
Client Insite and AtlasOne Training	Week of June 11 th
Final Launch Preparation/Launch of Site	Week of June 18 th

3.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 18, 2012

FROM: Building Services/Housing Inspection
Department/Division

Code 26405-2420-1159-32-NSP302

Fund Title Federal N.S.P. 3

Amount \$77,357.00

(CHECK ONE)

- ☐ Purchase Order ☐ Lease Agreement
☐ Price Agreement ☐ Estimate of Cost
☒ Award of Contract ☐ Payment of Voucher
☐ Other _____

Supplier/Vendor/Company/Individual:

NAME DHDC, Inc.

ADDRESS 8534 Yankee Street, Suite 1B

Centerville, Ohio 45458

Justification and description of purchase, contract or payment:

**NEIGHBORHOOD STABILIZATION PROGRAM (NSP3) NUISANCE ABATEMENT PROGRAM
RESIDENTIAL ASBESTOS SURVEYS AND POST ABATEMENT VERIFICATION INSPECTIONS - 2012
(OPEN MARKET CONTRACT) (FEDERAL NSP 3 FUNDS)**

To provide the professional services to determine and document the presence of asbestos-containing material (ACM), both friable and non-friable forms, in approximately 85 residential structures, which includes apartment buildings three stories or less. DHDC will provide verification inspections after ACM has been removed according to the Survey Report (which outlines the process/method and quantities). The City will enter into a contract for asbestos removal after the completion of a separate bid process. The successful Bidder must be licensed and certified by the State of Ohio. Any Bidders with open, active demolition or asbestos removal contracts with the City of Dayton, Department of Building Services are ineligible to bid on this project.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, DHDC, Inc., in the amount of \$77,357.00. This amount includes the base bid of \$50,795.00, and Alternate No. 1 Contingency Allowance in the amount of \$26,562.00. The estimated cost for the project was \$100,000.00. The time bid for completion is December 16, 2013 with milestones identified in the schedule in the Supplemental Specifications.

This project is being funded using Neighborhood Stabilization Program 3 (Federal) Funds.

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.

Approved Affirmative Action Program on File ☒ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Walter Zelinski
Division

Michael Romanos
Department

Steve Early
City Manager

CERTIFICATE OF FUNDS

CT 12-0344

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X

New Contract

Renewal Contract

Change Order:

Contract Start Date	04/18/12
Expiration Date	12/16/14
Original Commission Approval	\$ 77,357.00
Initial Encumbrance	\$ 77,357.00
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 City Manager's Report

Copy of Original Certificate of Funds

Amount: <u>\$77,357.00</u>	Amount: _____
Fund Code <u>26405 - 2420 - 1159 - 32 - NSP302 -</u> 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: DHDC, Inc. 937.535.2224

Vendor Address: 3534 Yankee Street, Suite 1B Dayton OH 45458
Street City State Zipcode + 4

Federal ID: 31-1227692

Commodity Code: 96861

Purpose: Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program Residential Asbestos Surveys

And Post Abatement Verification Inspections - 2012 (Open Market Contract) (Federal NSP 3 Funds)

Contact Person: Sheelah Moyer 333.3910 Building Services/Housing Inspection 4/2/2012
Department/Division Date

Originating Department Director's Signature: Michael Cronan

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

CF Prepared by

Date

Date

CF/CT Number

Dayton, Ohio

Department of Public Works

Proposal Tabulation For: Neighborhood

Stabilization Program (NSP3) Nuisance Abatement

Program Residential Asbestos Surveys And Post

Abatement Verification Inspections – 2012

(Open Market Contract) (Federal N.S.P. 3 Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:	
<u>March 29, 2012</u>	<u>\$100,000.00</u>	<u>December 16, 2013</u>	
<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*DHDC, Inc.</u>	<u>\$50,795.00</u>	<u>-0-</u> December 16, 2013	<u>\$50,795.00</u>
<u>Keramida Global</u>	<u>\$53,575.00</u>	<u>-0-</u> December 16, 201	<u>\$53,575.00</u>
<u>Hart Environmental Resources</u>	<u>\$54,980.00</u>	<u>-0-</u> December 14, 2012	<u>\$54,980.00</u>
<u></u>	<u></u>	<u></u>	<u></u>
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<u></u>	<u></u>	<u></u>	<u></u>

*Awarded
Revised 9/14/98



MEMORANDUM

March 30, 2012

TO: Frederick Stovall, Director
Department of Public Works

FROM: Catherine Crosby, Acting Executive Director
Human Relations Council (HRC)

SUBJECT: Neighborhood Stabilization Program (NSP3) NAP Residential Asbestos
Surveys and Post Abatement Verification Inspections – 2012 (Open
Market Contract)

The apparent low bidder, **DHDC, Inc.** submitted an accepted Open Market bid with no certified subcontractors listed. The recommended company to receive the aforementioned construction award is as follows:

RECOMMENDED RANK ORDER

PERCENTAGE OF PARTICIPATION

1. DHDC, Inc.

- A. MINORITY BUSINESS ENTERPRISE
- B. WOMEN BUSINESS ENTERPRISE
- C. SMALL BUSINESS ENTERPRISE
- D. DAYTON LOCAL SMALL BUSINESS
- E. DISADVANTAGED BUSINESS ENTERPRISE
- F. HUD SECTION 3 BUSINESS ENTERPRISE

TOTAL PARTICIPATION

0.00%

The City of Dayton encourages all bidders to review the list of certified companies in our Procurement Enhancement Program (PEP) at

<http://daytonohio.gov/departments/hrc/Documents/PEP%20CERTIFICATION%20STATUS.pdf>.

This Project was bid with a 0% participation goal; however, DHDC, Inc. is a minority and woman-owned company. If you have any questions or need additional information, contact me or Marci Wright at 333-1439.

BID FORM

To: Director, Department of Public Works
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this project, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

NEIGHBORHOOD STABILIZATION PROGRAM (NSP3)
NUISANCE ABATEMENT PROGRAM RESIDENTIAL
ASBESTOS SURVEYS AND POST ABATEMENT
VERIFICATION INSPECTIONS - 2012

(OPEN MARKET CONTRACT)
(FEDERAL NSP3 FUNDS)

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

Proposal (Continued)

Neighborhood Stabilization Program (NSP3)
Nuisance Abatement Program Residential
Asbestos Surveys And Post Abatement
Verification Inspections - 2012
(Open Market Contract) (Federal NSP3 Funds)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
<u>Asbestos Survey Reports</u>					
1	One-Story Over Slab	7	Each	\$ 370	\$ 2,590
2	One-Story Over Crawl	6	Each	\$ 405	\$ 2,430
3	One-Story Over Basement	20	Each	\$ 405	\$ 8,100
4	Two-Story Over Slab	7	Each	\$ 420	\$ 2,940
5	Two-Story Over Crawl	7	Each	\$ 455	\$ 3,185
6	Two-Story Over Basement	25	Each	\$ 455	\$ 11,375
7	Three-Story Over Slab	4	Each	\$ 465	\$ 1,860
8	Three-Story Over Crawl	4	Each	\$ 500	\$ 2,000
9	Three-Story Over Basement	5	Each	\$ 515	\$ 2,575
<u>Post Abatement Verification Inspections</u>					
10	One-Story Over Slab	7	Each	\$ 160	\$ 1,120
11	One-Story Over Crawl	6	Each	\$ 160	\$ 960
12	One-Story Over Basement	17	Each	\$ 160	\$ 2,720
13	Two-Story Over Slab	7	Each	\$ 190	\$ 1,330
14	Two-Story Over Crawl	7	Each	\$ 190	\$ 1,330
15	Two-Story Over Basement	18	Each	\$ 190	\$ 3,420
16	Three-Story Over Slab	4	Each	\$ 220	\$ 880
17	Three-Story Over Crawl	4	Each	\$ 220	\$ 880
18	Three-Story Over Basement	5	Each	\$ 220	\$ 1,100

Total Base Bid \$ 50,795

Proposal (Continued)

Neighborhood Stabilization Program (NSP3)
Nuisance Abatement Program Residential
Asbestos Surveys And Post Abatement
Verification Inspections – 2012
(Open Market Contract) (Federal NSP3 Funds)

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed the maximum of \$26,562.00.

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL\$</u>
SPL	Contingency Allowance	LUMP	LUMP	<u>\$26,562.00</u>	<u>\$26,562.00</u>

TOTAL MAXIMUM ALLOWANCE ALTERNATE NO. 1 \$26,562.00

Proposal (Continued)

Neighborhood Stabilization Program (NSP3)
Nuisance Abatement Program Residential
Asbestos Surveys And Post Abatement
Verification Inspections - 2012
(Open Market Contract) (Federal NSP3 Funds)

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL\$</u>
TOTAL BASE BID	\$ <u>7,619.25</u>	\$ <u>43,175.75</u>	\$ <u>50,795.00</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>-0-</u>	\$ <u>26,562.00</u>	\$ <u>26,562.00</u>

The time of completion fixed by the City is December 16, 2013 with milestones identified in the Supplemental Specifications.

Following are the names of all persons, firms, and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Proposal."

NAME

ADDRESS

No person or party other than the bidder is interested in this Proposal.

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 X *

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.

* DHDC has not been engaged in litigation or mediation; however, in the spirit of full disclosure, we do want to disclose the resolution of a Notice of Violation / dispute with RAPCA in 2011.

In December 2011, DHDC, Inc. and four other companies were ordered by RAPCA to resolve federal, state and local asbestos violations performed by the aforementioned parties as they relate to asbestos emission control and waste handling procedures during removal operations at the former Frank Z building site located on Brown Street, Dayton, Ohio.

RAPCA assessed a civil penalty to each party. This order resolved disputed claims without admission of violation or liability. All parties agreed and complied with the order.

• Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm And

Their Business Address _____

Telephone _____

Corporation Name

DHDC, Inc.

State of Incorporation

Ohio

Name and Title of

Officers with Authority

To Sign Contract

Sherry Oakes CEO/President

Home Office Address

8534 Yankee Street, Suite 1B, Dayton, Ohio 45458

Local Address _____

Telephone (937) 535-2224

Fax (937) 535-2226

Federal I.D. # 31-1227692

Dated this 28th day of March, 2012

Bidder: DHDC, Inc.

By: Sherry Oakes

Title: President / CEO

If a certified or cashier's check is submitted with Bid Form, please furnish the following information:

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

AMOUNT \$ 10% of 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 awarded to the bidder, Design Homes & Development Company, Inc. named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form 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 and sealed at Dayton, Ohio this 29th day of March, 2012.

Design Homes & Development Company, Inc.

Shay Oakes
Bidder

The Cincinnati Insurance Company

Mary Beth Milling
Mary Beth Milling, Attorney-In-Fact Surety

Neace Lukens

Name of Insurance Agency

4000 Smith Road, Suite 400

Cincinnati, OH 45209

Address of Insurance Agency

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

G. Dale Derr; Robert T. Vogel; Tammie J. Robinson; Evan R. Derr; Michael D. Ward;
Randal T. Noah; Mary Beth Milling and/or Nancy Nemeac

of Dayton, Ohio

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"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 or Assistant 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

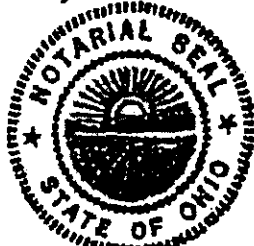


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, 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, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio.
this 29th day of March 2012



BN-1005 (10/08)

Gregory J. Schlusser
Secretary



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, 2011

ASSETS

Cash	\$ 297,151,558
Bonds	4,865,973,849
Stocks	2,838,504,314
Agents Balance Receivable	1,118,072,709
All Other Admitted Assets	382,130,079
TOTAL ADMITTED ASSETS	<u>\$9,501,832,509</u>

LIABILITIES

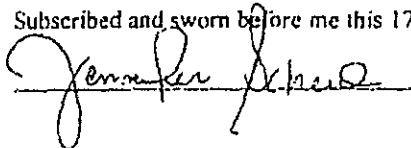
Reserve for Losses and Loss Expense	\$3,828,250,359
Reserve for Unearned Premiums	1,576,644,543
All Other Liabilities	350,156,484
Capital	\$ 3,586,355
Surplus	3,743,194,768
TOTAL LIABILITIES & EQUITY	<u>3,746,781,123</u> <u>\$9,501,832,509</u>

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, 2011 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Treasurer

Subscribed and sworn before me this 17th day of February, 2012





Jennifer L. Scheld
Notary Public, State of Ohio
My Commission Expires 01-16-2016

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/22/11
Effective 07/01/11
Expires 06/30/12

I, Mary Taylor, hereby certify that I am the Lt. Governor/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)	Multiple Peril - Homeowners
Accident & Health	Other Liability
Aircraft	Private Passenger Auto - No Fault
Allied Lines	Private Passenger Auto-Liability Other
Boiler & Machinery	Private Passenger-Phys Damage
Burglary & Theft	Surety
Commercial Auto - Liability Other	Workers Compensation
Commercial Auto - No Fault	
Commercial Auto - Phys. Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2010 that it has admitted assets in the amount of \$9,343,031,687, liabilities in the amount of \$5,565,799,153, and surplus of at least \$3,777,232,534.

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

Mary Taylor
Mary Taylor
Lt. Governor/Director



CIC Form #BN-1423-11

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Sherry Oakes hereby certify that _____
(print name – an Officer of the company)

DHDC, Inc. meets the following Contractor requirements relating
(company)

to this City of Dayton construction project (check all that apply):

- ☒ Comply with all City of Dayton income tax obligations and requirements
- ☒ Maintain worker's compensation insurance for all employees as required by the State of Ohio
- ☒ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- ☒ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

By: Sherry Oakes
(signature)

Title: President / CEO

Date: 3/28/2012

Responsible Contractor Bidding Requirements (Form 2 of 2)

- Paid Time Off

Health Insurance

- _____

-
-
-
-
-



Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
Oakes		Shary		B
BUSINESS/ORGANIZATION NAME			PHONE	
DHDC, Inc.			(937) 535-2224	
BUSINESS ADDRESS				
8534 Yankee St, Ste 10				
CITY	STATE	ZIP	COUNTY	
Dayton	Ohio	45458	Montgomery	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☒ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

3/28/2012

DATE

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of July 20, 2006

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jamaah Islamiyah organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eldatul Afghanis)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council; a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanti Company
21. Dhamat Houtat Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houtat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battallion; a.k.a. Katibat El Ahouel; a.k.a. Houtate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houtat Eddawa Essalafia; a.k.a. Djamaat Houtat Ed Daawa Es Salafiya; a.k.a. Salafist Cell Protectors; a.k.a. Djamaat Houtat Ed Daawa Es Salafiya; a.k.a. Houtate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houtat ed-Daawaa es-Salafia; a.k.a. Group of Supporters of the Salafist Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Primero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhlaf al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihyā ul Turath; a.k.a. Jamiat Ihlā Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadh-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadh-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Salikhin, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salikhin Martyrs, a.k.a. Riyadh Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fist-Sabilah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabila Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
American Friends of the United Yeshiva (Kahane Chai and Kach)
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Neighborhood Stabilization Program (NSP3)
Nuisance Abatement Program Residential DAYTON, OHIO
NAME LOCATION

Asbestos Surveys and Post Abatement Verification Inspections - 2012

During the performance of this contract:

<u>DHDC, Inc</u>	<u>8534 Yankee St., Ste 1B</u>	<u>(937) 535-2224</u>
CONTRACTOR	<u>Dayton, Ohio 45458</u>	<u>(937) 535-2226</u>
	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 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, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

The successful contractor using one or more trades of construction employees must comply with Part I of these Bid 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 Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

From 1/1/76 to Present	Goals of Minority Worker Utilization Expressed in Percentage Terms
	10.6% - 11.8%
From 4/1/80 to Present	Goals of Female Worker Utilization Expressed in Percentage Terms
	6.9%

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

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

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

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

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

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

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

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

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

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff,

employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

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

DHDC, Inc.

certifies that:

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

No construction trades will be used

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 the Bid Condition. 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 Clark) subject to this Bid Condition; 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 Bid Condition.

SIGN:

(Signature of Authorized Representative of Bidder)

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

MANPOWER UTILIZATION REPORT

PROJECT: _____ REPORTING PERIOD (Month, Year): _____

To: Contract Compliance Specialist
 Human Relations Council
 371 West Second Street
 Suite 100
 Dayton, Ohio 45402

From: _____
 Company: _____
 Address: _____
 Telephone Number: _____

Name of Employee	Social Security Number	Address	Ethnic Group					Trade	Classification				No. of Hours Worked			
			Black	Spanish American	American Indian	Oriental	Other (Includes White)		Journeyman	Helper	Apprentice	Trainee	1 st Week	2 nd Week	3 rd Week	4 th Week

Complete the above information for All Employees in Greene, Miami, Montgomery, and Clark Counties for preceding month.

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION FORM

Project Name: Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections - 2012

The City of Dayton has adopted procurement programs for Minority, Woman, Small Business Enterprises, and Dayton Local Preference Program in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. This form is to be used to record participation under the aforementioned Sections of the R.C.G.O. In order to participate in the City's Program, contractors must be pre-certified and pre-qualified in accordance with the rules and regulations pertinent to this program. When determining the level of participation, only the total work performed by the certified subcontractor either singularly or severally, will be considered. **This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors.** Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply	Type of Construction Work to be Performed	MBE \$ Amount of Total Base Bid	MBE % of Total Base Bid
	Prime Contract Bid <input checked="" type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>				
MINORITY-OWNED Business Firm Name <u>DHDC, Inc.</u>					<u>Asbestos Inspections</u>		<u>100%</u>	<u>100%</u>
Tax I.D. Number <u>31-1227692</u>								
Street Address <u>8534 Yankee St, Ste 1B</u>								
City/State/ Zip Code <u>Dayton, Ohio 45458</u>								
Phone <u>(937) 535-2224</u>								
Total \$ Amount of PRIME CONTRACTOR'S Base Bid <u>50,795</u> Total \$ Amount for MBE <u>50,795</u> % of MBE Dollars in Base Bid <u>100</u>								
PRIME CONTRACTOR'S NAME <u>Shane</u>				PRIME CONTRACTOR'S ADDRESS				
				Street Address				
				City/State/Zip				

Please use one form per subcontractor.

SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION FORM

Project Name: _____

The City of Dayton has adopted procurement programs for Minority, Female, Small Business Enterprises, and Dayton Local Preference Program in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. This form is to be used to record participation under the aforementioned Sections of the R.C.G.O. In order to participate in the City's Program, contractors must be pre-certified and pre-qualified in accordance with the rules and regulations pertinent to this program. When determining the level of participation, only the total work performed by the certified subcontractor either singularly or severally, will be considered. **This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors.** Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

		Please Check One							
Firm Name, Tax I.D. Number and Mailing Address		Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply	Type of Construction Work to be Performed	SBE \$ Amount of Total Base Bid	SBE % of Total Base Bid
Small Business Firm Name									
Tax I.D. Number									
Street Address									
City/State/ Zip Code									
Phone									
Total \$ Amount of PRIME CONTRACTOR'S Base Bid _____ Total \$ Amount for SBE _____ % of SBE Dollars in Base Bid _____									
PRIME CONTRACTOR'S NAME						PRIME CONTRACTOR'S ADDRESS			
						Street Address			
						City/State/Zip			

Please use one form per subcontractor.

WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION FORM

Project Name: Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections - 2012

The City of Dayton has adopted procurement programs for Minority, Woman, Small Business Enterprises, and Dayton Local Preference Program in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. This form is to be used to record participation under the aforementioned Sections of the R.C.G.O. In order to participate in the City's Program, contractors must be pre-certified and pre-qualified in accordance with the rules and regulations pertinent to this program. When determining the level of participation, only the total work performed by the certified subcontractor either singularly or severally, will be considered. **This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors.** Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply	Type of Construction Work to be Performed	WBE \$ Amount of Total Base Bid	WBE % of Total Base Bid	
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract					
WOMAN-OWNED Business Firm Name <u>DHDC, Inc.</u> Tax I.D. Number <u>31-1227692</u> Street Address <u>8534 Yankee St, Ste 1B</u> City/State/ Zip Code <u>Dayton, Ohio 45458</u> Phone <u>(937) 535-2224</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Asbestos Inspections</u>		<u>100%</u>	<u>100%</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid <u>50,795</u>					Total \$ Amount for WBE <u>50,795</u>			% of WBE Dollars in Base Bid <u>100</u>	
PRIME CONTRACTOR'S NAME <u>Same</u>					PRIME CONTRACTOR'S ADDRESS				
					Street Address				
					City/State/Zip				

DAYTON LOCAL SMALL BUSINESS (DLSB) PARTICIPATION FORM

Project Name: _____

The City of Dayton has adopted procurement programs for Minority, Woman, Small Business Enterprises, and Dayton Local Preference Program in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. This form is to be used to record participation under the aforementioned Sections of the R.C.G.O. In order to participate in the City's Program, contractors must be pre-certified and pre-qualified in accordance with the rules and regulations pertinent to this program. When determining the level of participation, only the total work performed by the certified subcontractor either singularly or severally, will be considered. **This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors.** Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply	Type of Construction Work to be Performed	DLSB \$ Amount of Total Base Bid	DLSB % of Total Base Bid
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>				
DAYTON LOCAL SMALL BUSINESS Firm Name								
Tax I.D. Number								
Street Address								
City/State/ Zip Code								
Phone								
Total \$ Amount of PRIME CONTRACTOR'S Base Bid _____ Total \$ Amount for DLSB _____ % of DLSB Dollars in Base Bid _____								
PRIME CONTRACTOR'S NAME			PRIME CONTRACTOR'S ADDRESS					
			Street Address					
			City/State/Zip					

Please use one form per subcontractor.

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM**

STATE OF Ohio)

COUNTY OF Montgomery)

SS:

Sherry Oakes, being first duly sworn deposes and states that:

(1) He/she is Owner of
(owner, partner, officer, representative, or agent)

DHDC, Inc 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.

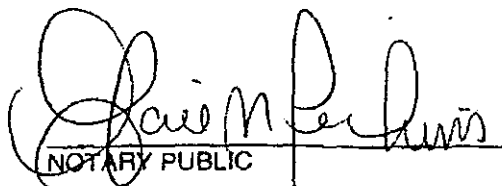
(3) Such offering is genuine and is not a collusive or sham offering

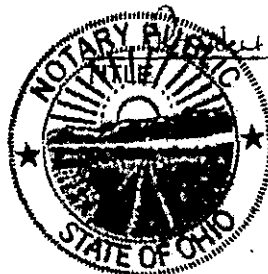
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection 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.

Sworn to before me and subscribed in my presence

this 28th day of March, 2012.


NOTARY PUBLIC



GAIL M. PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 11, 2018

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

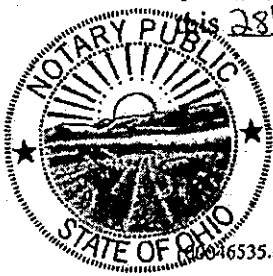
Shary Oaks being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
DHDC, Inc ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - ☒ Corporation organized and existing under the laws of the State of Ohio.
 - ☐ Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Shary Oaks
Title: President / CEO

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Shary Oaks
this 28th day of March, 2022.



GAIL M. PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 11, 2018

Gail M Perkins
Notary Public

Company Contact Information

Company Name: DHDC, Inc.

Address: 8534 Yankee St., Ste. 1B

Contact Person: Sherry Oakes

Phone: (937) 635-2224

Email Address: info@dhdinc.com

Section 3 Plan

NEIGHBORHOOD STABILIZATION PROGRAM (NSP3)
NUISANCE ABATEMENT PROGRAM RESIDENTIAL
ASBESTOS SURVEYS AND POST ABATEMENT
VERIFICATION INSPECTIONS - 2012
(OPEN MARKET CONTRACT)
(FEDERAL NSP3 FUNDS)

SECTION 3 PLAN

This document serves as the Section 3 Plan for Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program Residential Asbestos Surveys And Post Abatement Verification Inspections – 2012 (Open Market Contract) (Federal NSP3 Funds) in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

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

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

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

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.

**LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED
EMPLOYMENT, TRAINING AND CONTRACTING GOALS**

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

SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program
Residential Abatement Surveys and Post Abatement Verification Inspections

Name of (Sub)Contractor: DHDC, Inc.

Amount of Award: \$ _____

	Number of Anticipated Hires	Number of Filled Positions	Number of Section 3 Hires
Skilled			
Semi-Skilled			
Skilled Trainees			
Unskilled Trainees			
Semi-Skilled Trainees			
Professional & Admin			
Clerical			
Apprentices			
Other			

CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program
Residential Asbestos Survey and Post Abatement Verification Inspections 2012

Neighborhood Stabilization Program (NSP3) Nuisance Abatement Program

Residential Asbestos Surveys and Post Abatement Verification Inspections 2012

Dayton, OH 45402

[illegible]

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

DHDC, Inc. (COMPANY NAME) commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

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

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.
- (iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: _____

The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 eligible projects. This commitment applies to all projects funded with HUD Section 3 eligible funding sources. Questions about the City of Dayton HUD Section 3 Program should be directed to the Human Relations Council (HRC). (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 \$ Amount of Total Base Bid	HUD3 % of Total Base Bid
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>				
HUD Section 3 Business Firm Name								
Tax I.D. Number								
Street Address								
City/State/ Zip Code								
Phone								
Total \$ Amount of PRIME CONTRACTOR'S Base Bid _____					Total \$ to HUD3 Firm _____		Total % to HUD 3 Firm _____	
PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE								
					Street Address			
					City/State/Zip			

STATEMENT OF COMMITMENT

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

Sherry Ocker

COMPANY AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CEO / President

TITLE

COMPANY SECTION 3 COORDINATOR

(Leave blank if the same as authorized representative)

info@dhdcinc.com

EMAIL ADDRESS

(937) 535-2224

PHONE

DHDC, Inc.

COMPANY NAME

8534 Yankee St, Ste 16, Dayton, Ohio 45458

COMPANY COMPLETE ADDRESS

www.dhdcinc.com

COMPANY WEBSITE (if applicable)

SECTION 3 PLAN APPROVAL

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

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

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

Catherine Crosby (Interim)

HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR

DATE

Thomas Wahlrab

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

REPRESENTATIVE OF AWARDED DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE

DATE

Tim Riordan

CITY MANAGER

SIGNATURE OF CITY MANAGER

DATE

NSP3 Nuisance Abatement Program
Residential Asbestos Surveys
and Post Abatement Verification Inspections 2012
Open Market

No	Dir	Street	ZIP
1	22-24	E Fairview	45405
2	2337	E Fifth	45403
3	2505	E Fifth	45403
4	2507	E Fifth	45403
5	2905	E Fifth	45403
6	2911	E Fifth	45403
7	2914	E Fifth	45403
8	3015	E Fifth	45403
9	3307	E Fifth	45403
10	2509-2511	E Fifth	45403
11	22	S Garfield	45403
12	105	S Garfield	45403
13	139	S Garfield	45403
14	147	S Garfield	45403
15	100-102	S Garfield	45403
16	150-152	S Garfield	45403
17	16	N Garland	45403
18	24	N Garland	45403
19	2200	Germantown	45408
20	2216	Germantown	45408
21	2603	Germantown	45408
22	2830	Germantown	45408
23	2834	Germantown	45408
24	14	S Harbine	45403
25	19	S Harbine	45403
26	105	S Horton	45403
27	135	S Horton	45403
28	19	S Irwin	45403
29	156	S Irwin	45403
30	149-151	S Irwin	45403
31	129	S McGee	45403
32	155	S McGee	45403
33	15	S Monmouth	45403
34	509	Oxford	45402
35	525	Oxford	45402
36	641	Oxford	45402
37	157-159	Oxford	45402
38	705-707	Oxford	45402
39	709-711	Oxford	45402
40	713-715	Oxford	45402
41	1021	Riverside	45405
42	2415	Riverside	45405

NSP3 Nuisance Abatement Program
Residential Asbestos Surveys
and Post Abatement Verification Inspections 2012
Open Market

	No	Dir	Street	ZIP
43	1111		Rosedale	45402
44	1253		Rosedale	45402
45	1909		Salem	45406
46	1917		Salem	45406
47	2210		Salem	45406
48	2300		Salem	45406
49	2860		Salem	45406
50	18-20		Sperling	45403
51	2159	E	Third	45403
52	2237	E	Third	45403
53	2315	E	Third	45403
54	2509	E	Third	45403
55	2627	E	Third	45403
56	3012	E	Third	45403
57	3016	E	Third	45403
58	2118-2120	E	Third	45403
59	2629-2631	E	Third	45403
60	2822-2824	E	Third	45403
61	3305-3307	E	Third	45403
62	2227	W	Third	45402
63	3201	W	Third	45417
64	3319	W	Third	45417
65	3411	W	Third	45417
66	3419	W	Third	45417
67	3427	W	Third	45417
68	3508	W	Third	45417
69	3717	W	Third	45417
70	3212-3214	W	Third	45417
71	3405-07	W	Third	45417
72	21	N	Van Lear	45403
73	24	N	Van Lear	45403
74	50	S	Van Lear	45403
75	56	S	Van Lear	45403

4.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 18, 2012

FROM: Public Works/Civil Engineering
Department/Division

Code 41437-6450-1424-54

Fund Title Federal Construction Funds

Amount \$ 250,829.77

(CHECK ONE)

☐ Purchase Order

☐ Lease Agreement

Supplier/Vendor/Company/Individual:

☐ Price Agreement

☐ Estimate of Cost

NAME Bright Street, LLC

☒ Award of Contract

☐ Payment of Voucher

ADDRESS 1500 Farr Drive, Suite 2

☐ Other _____

Dayton, Ohio 45404

Justification and description of purchase, contract or payment:

FIFTH STREET BRIDGE LIGHTING (8% DBE GOAL) (100% DBE PARTICIPATION ACTUAL)
(FEDERAL CONSTRUCTION FUNDS)

This project consists of the installation of Light-Emitting Diode (LED) lighting on the Fifth Street Bridge over the Great Miami River.

Three bids were received for this project. It is recommended that the contract be awarded to the second lowest bidder, Bright Street, LLC in the amount of \$250,829.77. The apparent low bidder, 21st Century Concrete Construction, Inc., was not prequalified for bidding this project by the Ohio Department of Transportation at the time of the bid opening. The time bid for completion is September 14, 2012.

This project is being funded using Federal Construction Funds.

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.

Approved Affirmative Action Program on File

☒ Yes

☐ No

☐ NA

Approved by City Commission

Clerk

Date

Division

Fred M. Stovall

Department

Thy E...

City Manager

CT 12-0346

NO DRAFT DOCUMENTS PERMITTED

Change Order:

Required Documentation

Initial Agreement/Contract

Copy of Original Certificate of Funds

Fund Code					
Fund	Org	Acct	Prog	Act	Loc

Vendor Name:	<u>Bright Street, LLC 937.424.3000</u>			
Vendor Address:	<u>1500 Farr Drive, Suite 2</u>	<u>Dayton</u>	<u>OH</u>	<u>45404</u>
	Street	City	State	Zipcode + 4
Federal ID:	<u>20-4606980</u>			
Commodity Code:	<u>96851</u>			
Purpose:	Fifth Street Bridge Lighting (8% DBE Participation) (Federal Construction Funds)			

Originating Department Director's Signature: 

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.

CF/CT Number

Dayton, Ohio

Proposal Tabulation For: Fifth Street Bridge

Department of Public Works

Painting (8% DBE Participation)

(Federal Construction Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>March 22, 2012</u>	<u>\$330,000.00</u>	<u>September 14, 2012</u>

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>21st Century Concrete</u>	<u>\$235,109.00 (Alt. 1)</u>	<u>-0-</u> September 14, 2012	<u>\$235,109.00</u>
<u>21st Century Concrete</u>	<u>\$275,780.00 (Alt. 2)</u>	<u>-0-</u> September 14, 2012	<u>\$275,780.00</u>
<u>*Bright Street, LLC</u>	<u>\$250,829.77 (Alt. 1)</u>	<u>-0-</u> September 14, 2012	<u>\$250,829.77</u>
<u>Bright Street, LLC</u>	<u>\$277,162.34 (Alt. 2)</u>	<u>-0-</u> September 14, 2012	<u>\$277,162.34</u>
<u>Complete General Construction Co.</u>	<u>\$302,138.50 (Alt. 1)</u>	<u>-0-</u> September 14, 2012	<u>\$302,138.50</u>
<u>Complete General Construction Co.</u>	<u>\$356,660.00 (Alt. 2)</u>	<u>-0-</u> September 14, 2012	<u>\$356,660.00</u>

***Awarded**

Revised 9/14/98



MEMORANDUM

April 2, 2012

TO: Frederick Stovall, Director
Department of Public Works

FROM: Catherine Crosby, Acting Executive Director
Human Relations Council (HRC)

SUBJECT: **Fifth Street Bridge Lighting (8% DBE PARTICIPATION)**
(FEDERAL CONSTRUCTION FUNDS)

The apparent low bidder, 21st Century Concrete Construction, Inc. (Cleveland, Ohio) was not pre-qualified by ODOT at the time of the bid opening and has thus been deemed non-responsive. The second low bidder is Bright Street, LLC, verified as a certified Disadvantaged Business Enterprise (DBE) in the Ohio Unified Certification Program utilizing its own status in the DBE program toward the goal in this bid. The recommended company to receive the aforementioned construction award is as follows:

RECOMMENDED RANK ORDER

PERCENTAGE OF PARTICIPATION

1. Bright Street LLC

- A. MINORITY BUSINESS ENTERPRISE
- B. WOMEN BUSINESS ENTERPRISE
- C. SMALL BUSINESS ENTERPRISE
- D. DAYTON LOCAL SMALL BUSINESS
- E. DISADVANTAGED BUSINESS ENTERPRISE
- Bright Street
- F. HUD SECTION 3 BUSINESS ENTERPRISE

100.00%

TOTAL PARTICIPATION

100.00%

We have verified Bright Street (Dayton, Ohio) as certified in the Ohio Unified Certification Program and that the company is also woman-owned and located within the Corporation limits of the City of Dayton resulting in a prime contract award to a locally-owned, woman-owned, economically disadvantaged business. If you have any questions or need additional information, contact me or Marci Wright at 333-1439.

NOTE TO CONTRACTORS:

Since there will be copies made of the bid form of this improvement, please use black ink or a typewriter to fill in the bid prices and extensions.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form

25th Street Bridge Lighting

Bidder

Bright Street LLC
1500 Jane Drive Suite 2
PO Box 62
Dayton Ohio 45404

ADDENDUM NO. 1

**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

March 14, 2012

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Proposal and return to the City.

ITEM NO. 1

PROPOSAL

Revise the Invitation to Bid, Legal Notice, and Instructions to change the date of the Bid Opening from Thursday, March 15, 2012 to Thursday March 22, 2012.

Received 3/14/12

X *John F. Walter*

March 14, 2012
Stephen Finke, Assistant Director
Department of Public Works

ADDENDUM NO. 2

**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

March 16, 2012

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Proposal and return to the City.

ITEM NO. 1

BID FORM

Replace pages 3a, 3b, and 3c of the Bid Form with the attached pages 3a, 3b, 3c, and 3d.
Additional bid items and revised quantities of original bid items are in bold type.

ITEM NO. 2

PLANS

Replace sheets 4 thru 13 of the plan sheets with the attached sheets 4 thru 13.
Changes and additions to the plans are indicated by 'clouds'.

Received 3/16/12 X Julie F. Wilkins

March 16, 2012
Stephen Finke, Assistant Director
Department of Public Works

ADDENDUM NO. 3

**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

March 16, 2012

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Proposal and return to the City.

ITEM NO. 1

PLANS, SHEET 2

Add the following sentence to the end of the 6th paragraph in the specification note for "ODOT Item - 625, Luminaire, Misc.: Surface Lighting, Color Changing LED Luminaire, 240 Volt, by Length":

CONNECTIONS BETWEEN FIXTURE LEADER CABLES AND POWER/CONTROL CABLES SHALL BE MADE THROUGH THE USE OF TWIST ON WIRE CONNECTORS PER THE MANUFACTURER'S SPECIFICATIONS, AND BE INCLUDED WITH THIS PAY ITEM.

Received 3/16/12

K. John Phillips

March 16, 2012
Stephen Finke, Assistant Director
Department of Public Works

ADDENDUM NO. 4

**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

March 19, 2012

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Proposal and return to the City.

ITEM NO. 1

BID FORM

Replace Page 3a of the Bid Form with the attached revised Page 3a.

Received 3/19/2012

X John Finke

March 19, 2012
Stephen Finke, Assistant Director
Department of Public Works

BID FORM

To: Director, Department of Public Works
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid form, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

FIFTH STREET BRIDGE LIGHTING

(8% DBE PARTICIPATION)

(FEDERAL CONSTRUCTION FUNDS)

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

BID FORM (continued)

FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)

BASE BID ALTERNATIVE NO. 1

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
614	Maintaining Traffic	1	Lump	\$ <u>91939.60</u>	\$ <u>91939.60</u>
625	Connections, All Types	24	Each	\$ <u>48.07</u>	\$ <u>1153.68</u>
625	No.8 AWG 600 Volt Distribution Cable	2,500	L. F.	\$ <u>1.44</u>	\$ <u>3600.00</u>
625	Distribution Cable, Misc.: No. 12 AWG 600 Volt Distribution Cable	1,280	L. F.	\$ <u>1.32</u>	\$ <u>1689.40</u>
625	Distribution Cable, Misc.: CAT5E Cable	890	L. F.	\$ <u>2.83</u>	\$ <u>2518.70</u>
625	Conduit, Concrete Encased, 1 1/4"	44	L. F.	\$ <u>8.31</u>	\$ <u>365.64</u>
625	Conduit, Concrete Encased, 2"	76	L. F.	\$ <u>8.53</u>	\$ <u>648.28</u>
625	Conduit, 1 1/4", 725.04, as Per Plan	1,850	L. F.	\$ <u>14.74</u>	\$ <u>27269.00</u>
625	Conduit, 2", 725.04, As Per Plan	630	L. F.	\$ <u>19.61</u>	\$ <u>12354.30</u>
625	Conduit, Misc.: 1/2", 725.04 As Per Plan	75	L. F.	\$ <u>11.97</u>	\$ <u>897.75</u>
625	Conduit, Misc.: 3/4", 725.04 As Per Plan	75	L. F.	\$ <u>12.67</u>	\$ <u>950.25</u>
625	Conduit, Misc.: Conduit Drilling	4	Each	\$ <u>1305.38</u>	\$ <u>5221.52</u>
625	Luminaire, Misc.: Surface Lighting, Color Changing LED Luminaire, 240 Volt, 3'	10	Each	\$ <u>2234.66</u>	\$ <u>22346.60</u>
625	Luminaire, Misc.: Surface Lighting, Color Changing LED Luminaire, 240 Volt, 4'	16	Each	\$ <u>2098.44</u>	\$ <u>33575.04</u>

Revised Per Addendum No. 4 3-19-12

BID FORM (continued)

FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)

625	Luminaire, Misc.: Data Enabler for LED Luminaires	5	Each	\$ <u>732.95</u>	\$ <u>3664.75</u>
625	Trench, 24" Deep	60	L. F.	\$ <u>9.26</u>	\$ <u>555.60</u>
625	Junction Box, 6" x 6" x 4"	32	Each	\$ <u>373.40</u>	\$ <u>11955.20</u>
625	Junction Box, 8" x 8" x 6"	5	Each	\$ <u>1164.81</u>	\$ <u>5824.05</u>
625	Pull Box, 725.08, 18"	1	Each	\$ <u>647.21</u>	\$ <u>647.21</u>
625	Pull Box, Misc.: Reuse Existing Pull Box	1	Each	\$ <u>194.48</u>	\$ <u>194.48</u>
625	Ground Rod	1	Each	\$ <u>157.68</u>	\$ <u>157.68</u>
625	Lighting, Misc.: Modify Lighting Control Center	1	Each	\$ <u>953.76</u>	\$ <u>953.76</u>
625	Lighting, Misc.: LED Lighting Control and Enclosure	1	Each	\$ <u>2347.08</u>	\$ <u>2347.08</u>
625	Contingency Allowance	1	Lump	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>

TOTAL BASE BID ALTERNATIVE NO. 1 \$ 250,829.77

BASE BID ALTERNATIVE NO. 2

ITEM NO.	DESCRIPTION	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
614	Maintaining Traffic	1	Lump	\$ <u>91939.60</u>	\$ <u>91939.60</u>
625	Connections, All Types	28	Each	\$ <u>48.07</u>	\$ <u>1345.96</u>
625	No.8 AWG 600 Volt Distribution Cable	5,400	L. F.	\$ <u>1.44</u>	\$ <u>7776.00</u>
625	Distribution Cable, Misc.: No. 12 AWG 600 volt Distribution Cable	1,200	L. F.	\$ <u>1.32</u>	\$ <u>1584.00</u>

Revised Per Addendum No. 2 3-16-12

BID FORM (continued)

FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)

625	Distribution Cable, Misc.: CATSE Cable	1,780	L. F.	\$ <u>2.83</u>	\$ <u>5037.40</u>
625	Conduit, Concrete Encased, 1 1/4"	90	L. F.	\$ <u>8.31</u>	\$ <u>747.90</u>
625	Conduit, Concrete Encased, 2"	100	L. F.	\$ <u>8.53</u>	\$ <u>853.00</u>
625	Conduit, 1 1/4", 725.04, as Per Plan	1,260	L. F.	\$ <u>15.28</u>	\$ <u>19252.80</u>
625	Conduit, 2", 725.04, As Per Plan	1,260	L. F.	\$ <u>17.37</u>	\$ <u>21886.20</u>
625	Conduit, Misc.: 1/2", 725.04, As Per Plan	90	L. F.	\$ <u>11.77</u>	\$ <u>1059.30</u>
625	Conduit, Misc.: 3/4", 725.04, As Per Plan	90	L. F.	\$ <u>12.39</u>	\$ <u>1115.10</u>
625	Conduit, Jacked or Drilled, 2"	172	L. F.	\$ <u>35.10</u>	\$ <u>6037.20</u>
625	Conduit, Misc.: Conduit Drilling	8	Each	\$ <u>792.25</u>	\$ <u>6338.00</u>
625	Luminaire, Misc.: Surface Lighting, Color Changing LED Luminaire, 240 Volt, 3'	10	Each	\$ <u>2234.66</u>	\$ <u>22346.60</u>
625	Luminaire, Misc.: Surface Lighting, Color Changing LED Luminaire, 240 Volt, 4'	16	Each	\$ <u>2098.44</u>	\$ <u>33575.04</u>
625	Luminaire, Misc.: Data Enabler for LED Luminaires	6	Each	\$ <u>732.95</u>	\$ <u>4397.70</u>
625	Trench, 24" Deep	95	L. F.	\$ <u>9.26</u>	\$ <u>879.70</u>
625	Junction Box, 6" x 6" x 4"	34	Each	\$ <u>373.60</u>	\$ <u>12702.40</u>
625	Junction Box 8" x 8" x 6"	6	Each	\$ <u>1164.81</u>	\$ <u>6988.86</u>
625	Pull Box, 725.08, 18"	2	Each	\$ <u>647.21</u>	\$ <u>1294.42</u>
625	Pull Box, Misc.: Reuse Existing Pull Box	2	Each	\$ <u>194.48</u>	\$ <u>388.96</u>

Revised Per Addendum No. 2 3-16-12

BID FORM (continued)**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

625	Ground Rod	2	Each	\$ <u>157.68</u>	\$ <u>315.36</u>
625	Lighting, Misc.: Modify Lighting Control Center	1	Each	\$ <u>953.76</u>	\$ <u>953.76</u>
625	Lighting, Misc.: LED Lighting Control and Enclosure	1	Each	\$ <u>2347.08</u>	\$ <u>2347.08</u>
625	Contingency Allowance	1	Lump	\$ <u>26,000.00</u>	\$ <u>26,000.00</u>

TOTAL BASE BID ALTERNATIVE NO. 2 \$ 277,162.34

Per Addendum No. 2 3-16-12

Bid Form (Continued)**FIFTH STREET BRIDGE LIGHTING
(8% DBE PARTICIPATION)
(FEDERAL CONSTRUCTION FUNDS)**

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTALS</u>
BASE BID ALTERNATIVE NO. 1	\$ <u>73663.08</u>	\$ <u>177166.69</u>	\$ <u>250829.77</u>
BASE BID ALTERNATIVE NO. 2	\$ <u>81322.89</u>	\$ <u>195839.45</u>	\$ <u>277162.34</u>

The time of completion fixed by the City is September 14, 2012.

Following are the names of all persons, firms, and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Proposal."

NAME

ADDRESS

"No person or party other than the Bidder is
interested in this Proposal."

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and
Their Business Address _____

Telephone _____

Corporation
Name _____

State of Incorporation _____

Name and Title of
Officers with Authority
To Sign Contract _____

Home Office Address _____

Local Address _____

Telephone _____

Fax _____

Federal I.D.# 20-4606980

E-Mail Address: _____

Dated this 15th day of March, 2012

Bidder: _____

(Person, Firm, or Corporation)

By: _____

Title: _____

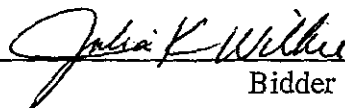
BID BONDAmount \$ 10% of Bid Amount

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio and ODOT shall be named as a beneficiary in the sum of 10% of 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.

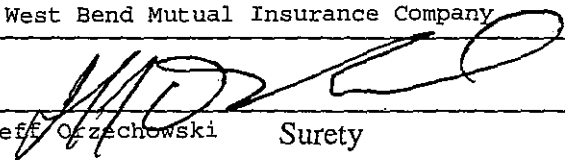
The condition of this obligation is such that, if the bid form attached hereto is accepted and the Contract award to the bidder, Bright Street LLC. named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract 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 and sealed at Dayton, Ohio, this 20th day of March, 2012.

Bright Street LLC/Julia Wilkie President


Bidder

West Bend Mutual Insurance Company


Jeff Orzechowski Surety
Attorney In Fact

Insurance Associates

Name of Insurance Agency

1061 N. University Blvd. Middletown, Ohio 45044

Address of Insurance Agency

Telephone 513-424-2481 FAX 513-425-9601



0849032

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JEFF ORZECOWSKI

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

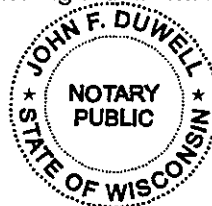

James J. Pauly
Secretary

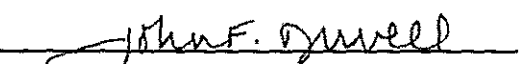



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.





John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22 day of March, 2012




Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued	03/31/11
Effective	04/02/11
Expires	04/01/12

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WEST BEND MUTUAL INSURANCE COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability Other
Commercial Auto - No Fault
Commercial Auto - Phys. Damage
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine

Other Liability
Private Passenger Auto - No Fault
Private Passenger Auto-Liability Other
Private Passenger-Phys Damage
Surety
Workers Compensation

WEST BEND MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2010 that it has admitted assets in the amount of \$1,650,110,936, liabilities in the amount of \$1,108,082,241, and surplus of at least \$542,028,695.

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

Mary Taylor

Mary Taylor

Lt. Governor/Director



West Bend Mutual Insurance Company
Comparative Balance Sheet

Assets	<u>Dec 31, 2010</u>	<u>Dec 31, 2009</u>
Investments		
Government Bonds	\$73,004	\$70,759
Municipal Bonds	468,495	457,796
Other Bonds	510,210	404,271
Preferred Stocks	21,795	21,481
Common Stocks	124,561	106,348
Subsidiaries	-	24,196
Real Estate	75,410	77,693
Cash and Short Term Investments	12,001	47,156
Total Investments	<u>1,285,476</u>	<u>1,209,700</u>
Premium Balances Receivable	229,650	234,809
Reinsurance Recoverable	12,788	14,632
Accrued Investment Income	11,174	10,494
Deferred Tax Asset	54,417	50,191
Other Assets	56,087	40,002
Total Assets	<u>\$ 1,649,592</u>	<u>\$ 1,559,828</u>
Liabilities		
Unpaid Losses	\$538,914	\$512,497
Unpaid Loss Adjustment Expenses	147,307	146,193
Unearned Premium Reserve	342,313	341,102
Other Liabilities	79,029	70,229
Total Liabilities	<u>1,107,563</u>	<u>1,070,021</u>
Policyholders' Surplus		
Guaranty Fund	1,000	1,000
Unassigned	541,029	488,807
Total Policyholders' Surplus	<u>542,029</u>	<u>489,807</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 1,649,592</u>	<u>\$ 1,559,828</u>
(Dollars in Thousands)		

West Bend Mutual Insurance Company
Statutory Statement of Operations
For the Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Gross Written Premium	\$730,486	\$726,832
Net Written Premium	668,129	667,728
Change in Unearned Premium	<u>1,211</u>	<u>(2,470)</u>
Net Premium Earned	666,918	670,198
 Losses	 396,849	 372,274
Loss Adjustment Expenses	83,768	82,341
Underwriting Expenses	<u>214,860</u>	<u>217,272</u>
Total Losses and Expenses Incurred	<u>695,477</u>	<u>671,887</u>
 Underwriting Profit (Loss)	 (28,559)	 (1,689)
Less Policyholder Dividends	<u>12,914</u>	<u>14,634</u>
Net Underwriting Profit (Loss) after Dividends	(41,473)	(16,323)
 Net Investment Income	 42,728	 41,004
Net Realized Capital Gains (Loss)	30,547	(20,292)
Other Income	<u>3,842</u>	<u>1,801</u>
Net Income Before Taxes	35,644	6,190
Federal Income Taxes	<u>1,793</u>	<u>575</u>
Net Income After Federal Tax	33,851	5,615
Unrealized Gain (Loss)	3,751	50,694
Other Surplus Changes	<u>14,620</u>	<u>36,330</u>
Gain to Surplus	<u>\$ 52,222</u>	<u>\$ 92,639</u>
 Loss Ratio	 72.0%	 67.8%
Expense Ratio (Trade)	32.2%	32.6%
Dividend Ratio	<u>2.0%</u>	<u>2.2%</u>
Combined Ratio	106.2%	102.6%
(Dollars in Thousands)		



Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

Bright Street LLC
1500 Oak Drive Suite 2 PO Box 62
Dayton *Ohio* *45404* *Montgomery*
937-424-3000

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☒ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X
APPLICANT SIGNATURE

Julia Kullis
President

March 15, 2012
DATE

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Julia K Wilkie hereby certify that _____
(print name - an Officer of the company)

Bright Street LLC 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

By: Julia K Wilkie
(signature)

Title: President

Date: March 15, 2012

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

- A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

<u>Please See Attached</u>	

- 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.

<u>ALBAT</u>	

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

<u>None</u>	



December 6, 2011

RE: Prevailing Wage Information

Bright Street LLC currently pays fringes to the International Brotherhood of Electrical Workers and the International Union of Operating Engineers. Contact information for each fund is listed below. Please contact me if you need additional information.

IBEW Local 71

ALBAT Trust Fund (Training and Education)
P.O. Box 713129
Columbus, OH 43271-3129
Phone: 937-849-4177

National Electric Benefit Fund (Annuity)
National Electric Annuity Plan (Annuity)
National LMCC
ALBAMF (Administrative Maintenance Fund)
4th District IBEW/NECA Safety & Educ Fund
63-C N. Dixie Drive
Vandalia, OH 45377-2059
Phone: (937) 898-5824

IBEW Local Union No. 71 (Dues)
3403 Farm Bank Way, Building 2
Grove City, OH 43123
Phone: (614) 539-1394

Line Construction Benefit Fund (Health & Welfare)
1851 Paysphere Circle
Chicago, IL 60674
Phone: 1-800-323-7268

www.BrightStreet.biz
OH LIC# 44561

1500 Farr Drive, Suite 2
P.O. Box 62
Dayton, OH 45404

Phone (937) 424-3000
Fax (937) 424-2999

An Equal Opportunity Employer



IBEW Local 82

Local 82 National Electric Benefit Fund (Annuity_
Local 82 Health & Welfare Fund
Local 82 Pension Fund
IBEW Local 82 - NECA Benefits Fund
6550 Poe Avenue
Dayton, OH 45414-2527
Phone: (937) 898-4239

IUOE Local 18

Ohio Operating Engineers Health and Welfare Plan
Ohio Operating Engineers Pension Fund
Ohio Operating Engineers Apprenticeship and Training
Ohio Operating Engineers Education and Safety
6051 North Dixie Dr
Dayton, OH 45414
Phone: (614) 488-0708

Sincerely,

Julia K. Wilkie
President

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

STATE OF OHIO
COUNTY OF Montgomery, ss:

Julia K Wilkie being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Bright Street LLC ("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: Julia K Wilkie
Title: President

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Julia Wilkie
this 22 day of March, 2012.



SUMMER E. MURLIN, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 30, 2012

Summer E. Murlin
Notary Public

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM**

STATE OF Ohio

COUNTY OF Montgomery

SS:

Julia K. Wilkie, being first duly sworn deposes and states that:

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

Bright Street LLC 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.

Sworn to before me and subscribed in my presence

this 22 day of March, 2012.

Summer E. Murlin
NOTARY PUBLIC



SUMMER E. MURLIN, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 30, 2012

Julia K. Wilkie
SIGNED
President
TITLE

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has ...**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has ...**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The Bidder must circle the appropriate "has or has not" above.

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Fifth Street Bridge Lighting Dayton
NAME LOCATION

During the performance of this contract:

Bright Street LLC 1500 Barr Drive Suite 2 937-424-3008
PO Box 62 Dayton Ohio 45404 937-424-2999
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

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

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

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

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

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

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

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Bright Street LLC (Contractor)
certifies that:

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

<u>Electrical Workers</u>	_____
<u>Operators</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:

Julia K. Miller President
(Signature of Authorized Representative of Bidder)

MANPOWER UTILIZATION REPORT

PROJECT: Fifth Street Bridge Lighting REPORTING PERIOD (Month, Year): _____

To: Contract Compliance Specialist
Human Relations Council
371 West Second Street
Suite 100
Dayton, Ohio 45402

From: Julia K Wilkie
Company: Bright Street LLC
Address: 1500 Zane Drive Suite 2 PO Box 62 Dayton Ohio 45404
Telephone Number: 937-424-3000

Name of Employee	Social Security Number	Address	Ethnic Group					Trade	Classification				No. of Hours Worked			
			Black	Spanish American	American Indian	Oriental	Other (Includes White)		Journeyman	Helper	Apprentice	Trainee	1 st Week	2 nd Week	3 rd Week	4 th Week

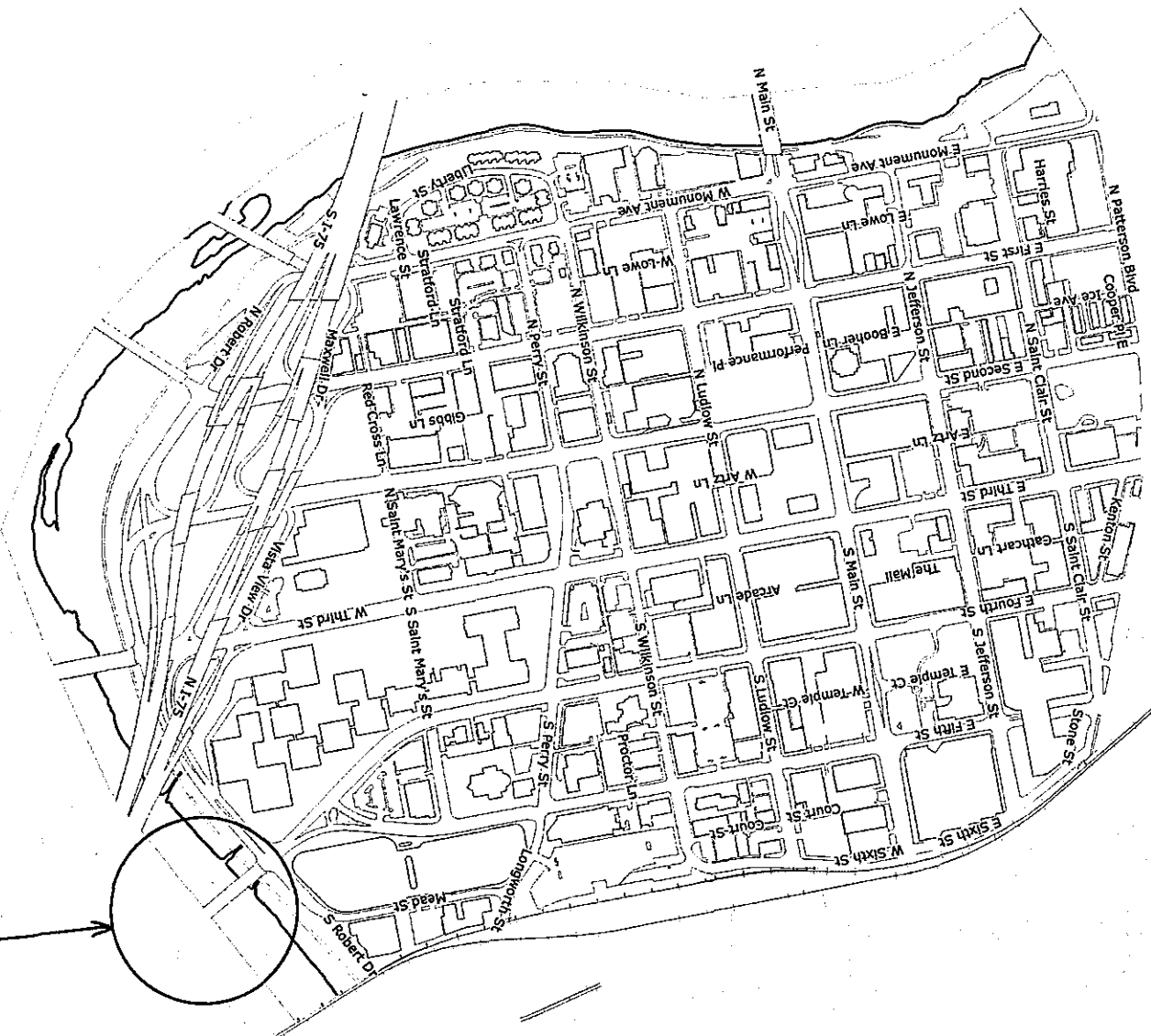
Complete the above information for All Employees in Greene, Miami, Montgomery, and Clark Counties for preceding month.

Prime Contractor:

		Please Check One					
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input checked="" type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
HUD Section 3 Business Firm Name						Electrical work	
Tax I.D. Number 20-4606980							
Street Address 1500 Jarr Drive Suite 2 PO Box 62							
City/State/ Zip Code Dayton Ohio 45404							
Phone 937-424-3000							
Total \$ Amount of PRIME CONTRACTOR'S Base Bid (CAH D) 250,829.77					DBE Firm \$ 250,829.77		Total % to DBE Firm 100%
SIGNATURE John Williams							
Street Address 1500 Jarr Drive Suite 2 PO Box 62							
City/State/Zip Dayton Ohio 45404							

Please use one form per subcontractor.

Downtown Neighborhood



PROJECT LOCATION

5.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 18, 2012

FROM: Public Works/Waste Collection
Department/Division

Code 10000-6441-22521-32

(CHECK ONE)

Fund Title 2012 General Fund

Amount \$ 318,850.00

Revenue to the City

Supplier/Vendor/Company/Individual:

- ☐ Purchase Order ☐ Lease Agreement
☐ Price Agreement ☐ Estimate of Cost
☐ Award of Contract ☐ Payment of Voucher
☒ Other Intergovernmental Agreement

NAME Jefferson Township

ADDRESS 1 Business Park Drive

Dayton, Ohio 45427

Justification and description of purchase, contract or payment:

Waste Collection Services – Jefferson Township

It is recommended that the City Manager be authorized to amend the Intergovernmental Agreement with Jefferson Township to provide waste collection services. The original Agreement started March 14, 2007. This is an (eight) 8 month agreement from April 16, 2012 to December 31, 2012. It is anticipated that the City will receive gross revenue of \$318,850.00 during the term for providing waste collection services to 2,571 customers.

The gross revenue will be offset by cost associated with providing these services (waste container cost, tipping fees, personnel, equipment, fuel). The City will continue providing waste collection services to Jefferson Township residential and non-residential customers at a rate of \$186.00/year. Residents may obtain additional containers for use for a fee of \$62.00 / year per container.

Copies of the Addendum, Agreement and Certificate of Revenue are attached.

Approved Affirmative Action Program on File

☐ Yes

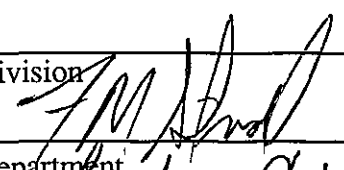
☐ No

☒ NA

Approved by City Commission

Clerk

Date

Division 

Department 

City Manager 

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Jefferson Township

Address 1 Business Park Drive

City Dayton State OH Zip+4 45427 -

Customer # 13300 Address Location #

Federal ID# 31-6000581

Revenue Information: Fund 10000 Orgn 6441 Rev 22521 Prog 32 Actv
4/16/2012 12/31/12

Contract Information: Contract Start Date Contract Expiration Date

Billing Information: Rate: \$186.00 per cust Arrears Pre-bill X

Monthly (1st month of billing)

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

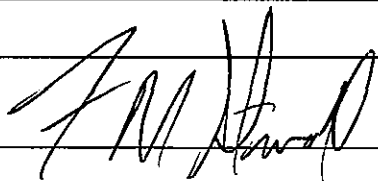
Annual (1st month of billing)

Other (explain)

Rate Change Date 1/1/2011 Rate Change Amount \$186.00

Description of Services (wording on invoice): Waste Collection Services.

Departmental Approval

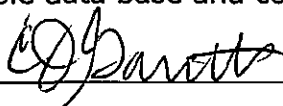
 4-10-12

TO BE COMPLETED BY FINANCE

City Reference Number 2-13300-1 Auditor Am Date 4-10-12

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance



**BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO**

RESOLUTION NO. 10 - 34

**APPROVING AN ADDENDUM TO THE CONTRACT WITH THE CITY OF
DAYTON TO PROVIDE WASTE COLLECTION FOR THE JEFFERSON
TOWNSHIP AND EXERCISING THE OPTION TO EXTEND CONTRACT
THROUGH APRIL 16, 2012**

The Board of Trustees of Jefferson Township, Montgomery County, Ohio met in Regular Session on the 3rd day of August 2010, at the Township Offices located at One Business Park Drive, with the following members present:

Damon Woods yes, Willa Bronston yes and Mary Johnson yes.

Mary Johnson moved for the adoption of the following resolution:

WHEREAS, the Jefferson Township Board of Trustees have entered into an agreement the City of Dayton to provide trash service; and

WHEREAS, the agreement provides the option to extend the agreement for 2 (2) additional one year; and

WHEREAS, the Jefferson Township Trustees have made an attempt to obtain pricing from three other carriers and had no; and

WHEREAS, the contract expired on April 16, 2010; and

WHEREAS, the Jefferson Township Trustees desire to exercise the extend the intergovernmental agreement between the City of Dayton and Jefferson Township for trash removal; and

WHEREAS, the cost to remove trash will remain \$180.00 per year until January 1, 2011, and at that time will increase to \$186.00 per year until the contract terminates April 16, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson Township Board of Trustees approve the addendum to the original contract dated April 16, 2007

Willa Bronston seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Damon Woods yes, Willa Bronston yes and Mary Johnson yes.

Adopted: August 3, 2010

Attest:

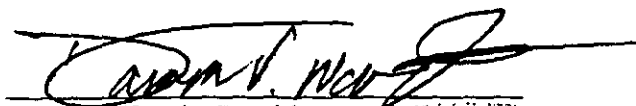
Paula Hawkins
Paula Hawkins, Fiscal Officer

10 - 34

**ADENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DAYTON AND JEFFERSON TOWNSHIP FOR TRASH REMOVAL
DATED APRIL 16, 2007**

Jefferson Township wishes to exercise its option of extending the Agreement for two (2) additional one year options beginning April 16, 2010 and terminating April 16, 2012. The additional cost per customer shall be \$186 per year for the extended period. The additional \$6.00 charge will begin January 1, 2011.

THE BOARD OF TRUSTEE OF
JEFFERSON TOWNSHIP, MONTGOMERY
COUNTY, OHIO


Damon Woods, President


Willa G. Bronston, Vice President


Mary Johnson, Trustee

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF DAYTON AND JEFFERSON TOWNSHIP**

This First Amendment to Intergovernmental Agreement is entered into this ____ day of _____, 2012, between the City of Dayton, Ohio ("City"), a municipal corporation existing under the laws of the State of Ohio, and the Board of Trustees of Jefferson Township, Montgomery County, Ohio ("Township").

WHEREAS, the City and the Township entered into an Intergovernmental Agreement dated March 14, 2007 ("Agreement"), for the collection and disposal of garbage and refuse with the Township; and

WHEREAS, pursuant to Article III(A) of the Agreement, the Commencement Date thereof was April 16, 2007, and the term was three (3) years from the Commencement Date; and

WHEREAS, the Township by Resolution No. 10-34 exercised its option pursuant to Article III(A) to extend the Agreement for two (2) additional one-year terms, terminating on April 16, 2012; and

WHEREAS, the City and the Township agree to extend the term of the Agreement to December 31, 2012;

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

1. Article III(A) of the Agreement is hereby supplemented with the following:

The term of the Agreement shall be extended to, and shall expire on, December 31, 2012 ("Extended Term").

2. Article IV(A) of the Agreement is hereby supplemented with the following:

During the Extended Term, each Residential Customer and Non-residential Customer shall pay \$186.00 per year for the collection and disposal of garbage and refuse.

3. Article IV(B) is hereby deleted in its entirety and replaced with the following:

B. Pursuant to Section 505.29 of the Ohio Revised Code, the Township shall, by resolution, establish equitable charges of rents to be paid to the Township for the benefit of collection and disposal of garbage and refuse, such amounts to be paid by every Residential Customer and Non-residential Customer whose premises are served. The City shall act as the Township's agent for billing Residential Customers and Non-residential Customers for the amounts due and for collecting such amounts. The City shall remit to the Township, within thirty (30) days of the anniversary of the Commencement Date for the duration of the Initial Term, Renewal Terms, and Extended Term, ten percent (10%) of the net revenue received. The amounts due

from Residential Customers and Non-residential Customers shall constitute a lien upon the property served and, if not paid when due, shall be collected in the same manner as other Township taxes. The City shall prepare documentation to substantiate the delinquent status of unpaid amounts and assist the Township in taking any and all action necessary to certify the delinquent amounts due to the Montgomery County Auditor pursuant to Section 505.33 of the Ohio Revised Code. The Township shall remit to the City ninety percent (90%) of the payments received for amounts certified to the Montgomery County Auditor within ten (10) days after receipt.

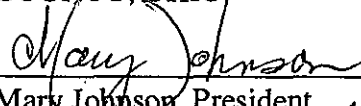
4. Except as amended by this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

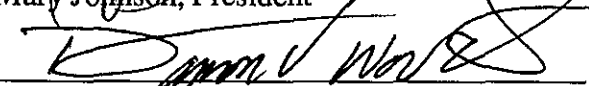
IN WITNESS WHEREOF, the City and the Township, each by a duly authorized representative, have entered into this First Amendment on the date first set forth above.

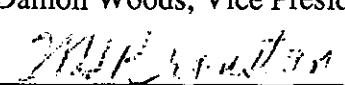
THE CITY OF DAYTON, OHIO

City Manager

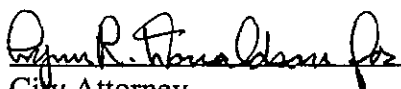
THE BOARD OF TRUSTEES OF
JEFFERSON TOWNSHIP, MONTGOMERY
COUNTY, OHIO


Mary Johnson, President


Damon Woods, Vice President


Willa Bronston, Trustee

Approved as to form and correctness:


City Attorney

Approved by the Commission of the
City of Dayton, Ohio:

_____, 2012

Min. Bk. _____ Pg. _____

Clerk of the Commission

6.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 18, 2012

FROM: Office of Economic Development
Department/Division

Code 16300-2600-1221-41

(CHECK ONE)

Fund Title Development Fund

Amount \$ 250,000

- ☐ Purchase Order ☐ Lease Agreement
☐ Price Agreement ☐ Estimate of Cost
☐ Award of Contract ☐ Payment of Voucher
☒ Other Development Agreement

Supplier/Vendor/Company/Individual:

NAME CityWide Development Corp.
ADDRESS 8 N. Main St.
Dayton, OH 45402

The Office of Economic Development (OED) requests approval of a Development Agreement with CityWide (CityWide) Development Corporation for \$250,000. CityWide will make these funds available to the Institute for Development and Commercialization of Advanced Sensor Technology (IDCAST) to support the management and administration of the Dayton Radio Frequency Identification (RFID) Convergence Center and The Entrepreneurs Center located on Monument Avenue.

IDCAST is an organization that focuses on commercialization of sensor technology companies. The management and administration activities encompass a wide range of consultation services as well as attraction and recruitment of businesses that employ sensors and/or RFID technology.

The Department of Law has reviewed and approved this Development Agreement as to form and correctness. The Agreement will commence upon execution by the City and expire on December 31, 2013.

A Certificate of Funds for \$150,000 and a map are attached. The remaining \$100,000 will be encumbered in the second year of the Agreement.

Approved Affirmative Action Program on File ☒ Yes

☐ No

☐ NA

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Division

Department

City Manager

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between CityWide Development Corporation, a non-profit corporation authorized to conduct business in the State of Ohio, currently located at 8 N. Main St., Dayton, Ohio ("CityWide"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City").

WITNESSETH THAT:

WHEREAS, THE Commission of the City of Dayton adopted a strategic plan, CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20"), on May 5, 1999, of which job creation and retention are major components of its Economic Development Strategy;

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses;

WHEREAS, the City encourages the attraction and retention of high technology and advanced manufacturing jobs in new technology sectors;

WHEREAS, CityWide, who owns the building at 711 and 714 East Monument Avenue, will lease approximately 20,000 square feet of the facility to IDCAST, an organization that focuses on commercialization of sensor technology companies;

WHEREAS, CityWide will make certain administration funding available and IDCAST will manage the Dayton RFID Convergence Center ("DRCC") located at 711 East Monument Avenue, as well as The Entrepreneurs Center located at 714 East Monument Avenue ("TEC"); and

WHEREAS, the City finds it beneficial and in its best interests to provide support to CityWide for the project under the terms and conditions set forth herein.

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

ARTICLE 1. PROJECT ACTIVITIES.

CityWide will make \$250,000 available to IDCAST to support the management and administration of the DRCC and TEC. The project activities encompass a wide range of consultation services including, but not limited to attraction and recruitment of businesses that employ sensors and/or RFID technology. (See Exhibit A – Partial Scope of Services.)

ARTICLE 2. FUNDING.

The City shall provide CityWide a sum not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) to reimburse CityWide for "Eligible Project Costs." For purposes of this Agreement, "Eligible Project Costs" include the expenses actually incurred by CityWide for the Project Activities described in ARTICLE 1. CityWide shall comply with and pay the applicable state and local prevailing wage rates. CityWide shall be solely responsible for all Project costs in excess of the funding to be provided by the City hereunder.

City shall make allocations available in the amount of One Hundred Fifty Thousand Dollars (\$150,000) the first year, and One Hundred Thousand Dollars (\$100,000) the second year.

CityWide will invoice the City for reimbursement of Eligible Project Costs not more frequently than monthly. All invoices shall state the invoice period and total amount requested, detail the work and/or services performed, indicate progress on the project made, and contain such records, information, and/or documentation to substantiate the invoice amount. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement.

ARTICLE 3. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by City and it shall expire on December 31, 2013, unless extended to a later date by amendment or earlier terminated.
- B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for CityWide's assets is appointed by a court of competent jurisdiction.
 - 2. CityWide is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. CityWide'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 CityWide to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. CityWide's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, CityWide desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to CityWide hereunder, CityWide shall repay to City within three (3) business days from the effective date of termination all funds provided hereunder and, upon such repayment, CityWide shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 4. INDEMNIFICATION.

CityWide shall defend, indemnify, and hold harmless 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 CityWide, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or CityWide's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 5. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

CityWide 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 City to terminate this Agreement at its option.

ARTICLE 6. POLITICAL CONTRIBUTIONS

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

ARTICLE 7. RECORDS AND RETENTION.

CityWide shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which CityWide will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may request, CityWide shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. CityWide shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by CityWide 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, CityWide 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 8. TAX REPRESENTATION.

CityWide certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which CityWide is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, CityWide currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or CityWide filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against CityWide. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 9. GENERAL PROVISIONS.

- A. Conflict of Interest. CityWide covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Project.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications,

representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

- C. **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.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by CityWide.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: Office of Economic Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Company: Steve Budd
CityWide Development Corporation
8 North Main Street
Dayton, OH 45402

- H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other 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 provision.

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

CityWide Development Corporation

By: _____

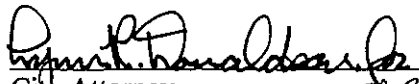
Its: _____

CITY OF DAYTON, OHIO

City Manager

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney *SPB*

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

_____, 2012

Min. / Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A – Partial Scope of Services

IDCAST/UDRI Scope of Services

- 1) Provide the following consulting services to the DRCC and its tenants:
 - A. Work with tenants to vet the potential of the tenant's technology from a technical perspective
 - B. Work with tenants to evaluate and explore potential market applications of their technology in terms of providing a competitive solution in the marketplace
 - C. Utilize UDRI/IDCAST resources to provide the technical know-how and assistance that tenants will need to resolve obstacles in technology development
 - D. Facilitate tenant access to appropriate IDCAST labs and research facilities
 - E. Work with tenants to understand and help resolve issues associated with market entry and product distribution and sales
 - F. Develop and implement a value-added technology resource network to support the exposure of incubator tenants. (Could be a revamped Advisory Board).
- 2) Attract and recruit businesses that employ sensors and/or RFID technology to the Dayton RFID Convergence Center.
 - A. Establish and implement a mutually agreeable methodology to attract incubator businesses and stakeholders.
 - B. Interface with CWDC staff to vet prospective tenant/business
 - C. Collaborate with the Aerospace Hub
- 3) Work with the DRCC to attract industry and other sponsorships to the Center
- 4) Phone and Network Services

Annual Metrics

- 1) Number of tenants attracted to the center
- 2) % occupancy rate in the center
- 3) The number of tenants who successfully grow and graduate into larger space at Tech Town or in the City of Dayton
- 4) Sales generated by tenant companies that were initiated through introductions by IDCAST
- 5) Investment and growth of tenant businesses in the City of Dayton.



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME <i>Citywide Development Corporation</i>			
BUSINESS ADDRESS <i>8 N. Main St.</i>			
CITY <i>Dayton</i>	STATE <i>OH</i>	ZIP <i>45402</i>	COUNTY <i>Montgomery</i>
PHONE NUMBER <i>937-226-0457</i>			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

☐ Yes ☒ No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

☐ Yes ☒ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☒ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☒ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

x


Signature

3-31-11

Date

By _____

No 5894-12

A RESOLUTION

Approving and Supporting the Designation of U.S.
Bicycle Route 50 through the City of Dayton, Ohio.

WHEREAS, The City of Dayton values the importance of bicycling as a legitimate, safe, reliable, meaningful, and convenient method of transportation for recreational, utilitarian, and commuting bicyclists of all skill levels; and

WHEREAS, The City of Dayton supports the goals and objectives of the Greater Downtown Dayton Plan and the City of Dayton 2025 Bicycle Action Plan; and

WHEREAS, Bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, The American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing west central Ohio to be developed as United States Bicycle Route 50 (USBR 50); and

WHEREAS, The Ohio Department of Transportation is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and

WHEREAS, The Miami Valley Regional Planning Commission and the Adventure Cycling Association, with the cooperation of the Ohio Department of Transportation and other stakeholders, have proposed a specific route to be designated as USBR 50, a map of which is herein incorporated into this resolution by reference (Exhibit 1); and

WHEREAS, The proposed route for USBR 50 follows the City of Dayton maintained portions of Wolf Creek Bikeway, Oakridge Drive, James H. McGee Boulevard, Little Richmond Road, and Olive Road and can therefore provide a benefit to regional residents and businesses; and

WHEREAS, City Staff has investigated the proposed route and found it to be a suitable route, and the City desires that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area; now, therefore,

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

Section 1. That the Commission of the City of Dayton, Ohio, hereby expresses its approval and support for the development of USBR 50, and requests that the route be officially designated by AASHTO as soon as this can be achieved.

Section 2. The posting of signs, compliant with the City's Zoning Code, is hereby authorized within the Wolf Creek Bikeway/James H. McGee Boulevard identifying the route through the community once the official designation has been made.

Adopted by the Commission....., 2012

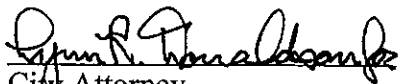
Signed by the Mayor....., 2012

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

Proposed Route of USBR 50

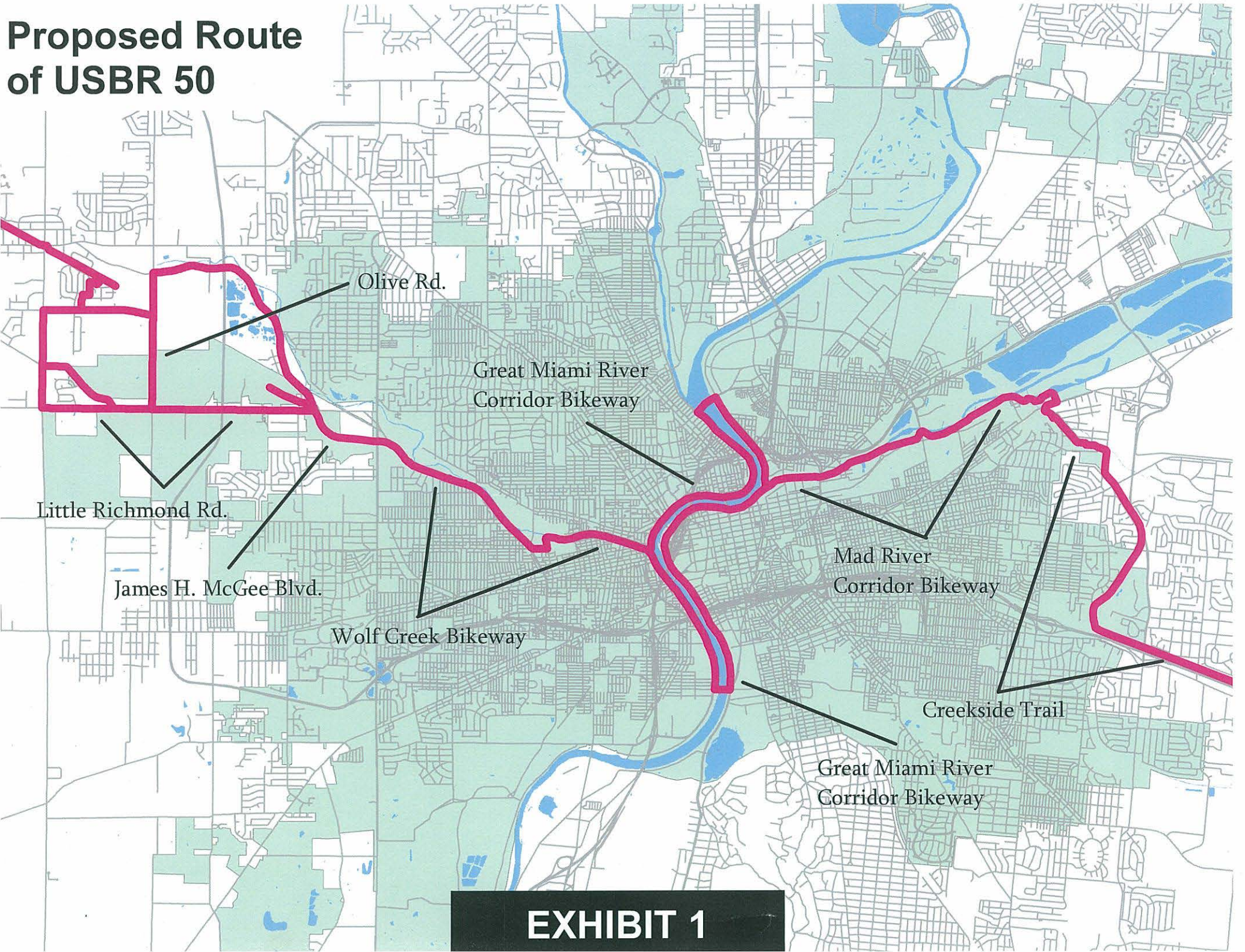


EXHIBIT 1

10 FAST FACTS

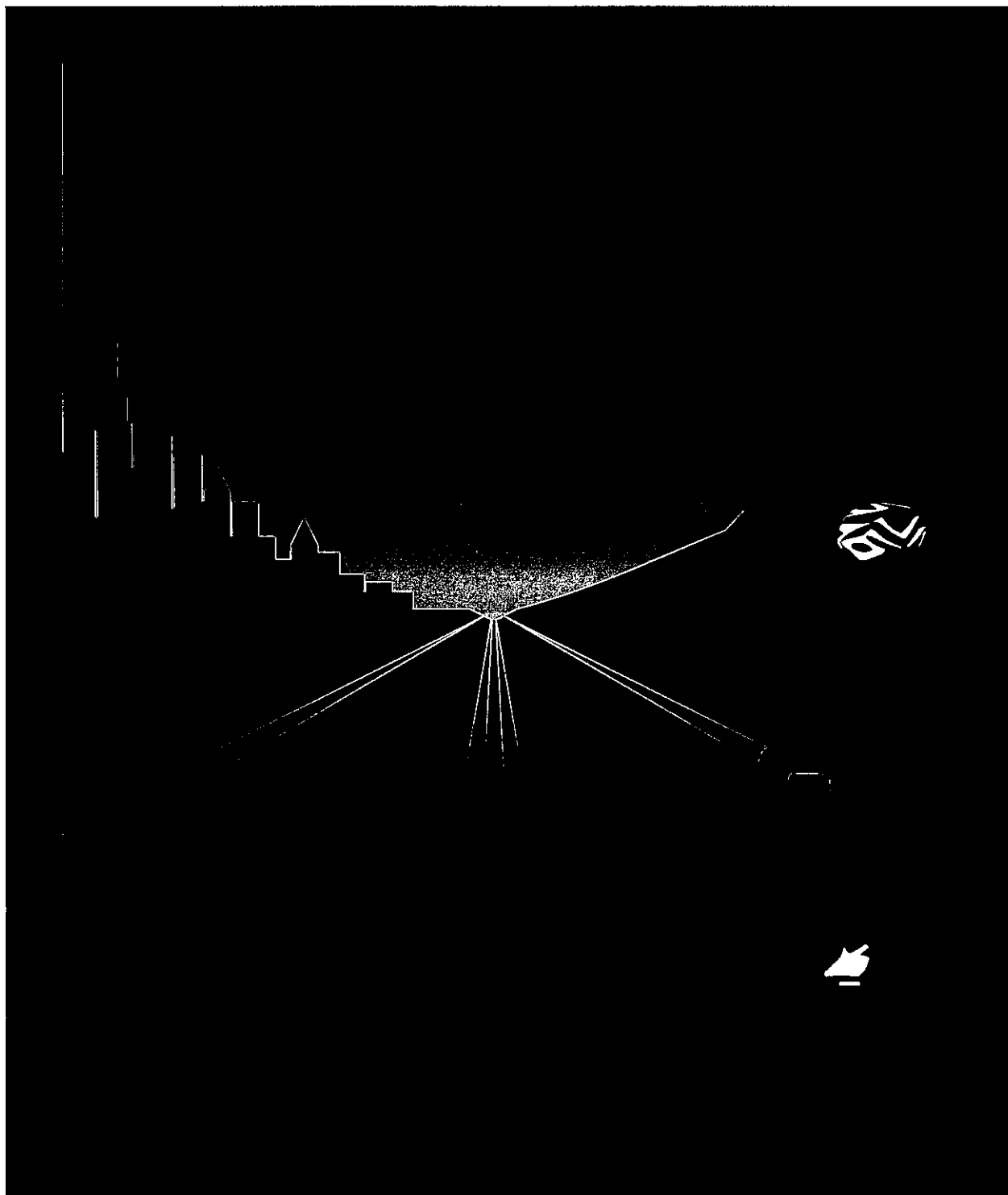
JULY 2010

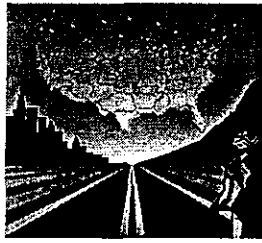
THE GOAL OF THE UNITED STATES
BICYCLE ROUTE SYSTEM IS TO
CONNECT AMERICA THROUGH A
NETWORK OF NUMBERED INTERSTATE
BICYCLE ROUTES.

- THE U.S. BICYCLE ROUTE SYSTEM (USBRS) will one day be a network of officially numbered interstate bicycle routes that connect America's cities, suburbs and rural areas.
- THE DRAFT CORRIDOR PLAN is a corridor-level plan for the development of future U.S. Bicycle Routes.
- CORRIDORS ARE NOT ROUTES, but 50-mile wide swaths that link key destinations, urban centers and take into account the natural landscape.
- CORRIDORS CAN BE ADDED, changed or shifted by states as needed.
- U.S. BICYCLE ROUTES ARE DEFINED as routes that connect two or more states, a State and an international border, or other U.S. Bicycle Routes.
- U.S. BICYCLE ROUTES may be on roads or trails suitable for bicycle travel.
- STATE DEPARTMENTS OF TRANSPORTATION (DOTs) apply for U.S. Bicycle Route designation and work in coordination with local agencies and organizations in planning and choosing routes.
- U.S. BICYCLE ROUTES ARE CATALOGUED and designated by the American Association of State Highway Transportation Officials (AASHTO), the lead non-profit organization supporting state DOTs.
- U.S. BICYCLE ROUTES WILL BE DESIGNATED with numbers and may be signed and/or mapped.
- PROJECTS TO HELP CREATE U.S. Bicycle Routes can be supported through federal, state and private funds and may be supported through a special federal fund now being considered in the U.S. Congress.

For more information or to get involved, please contact:
Richard Moeur - rmoeur@azdot.gov
or Ginny Sullivan - gsullivan@adventurecycling.org.

www.adventurecycling.com/USBRS





UNITED STATES BICYCLE ROUTE SYSTEM

Learn more at: www.adventurecycling.org/usbrs

Economic Impact and Benefits

One way to look at the economic impact and benefits of investing in bicycle routes and systems, such as the U.S. Bicycle Route System, is to look at the economic impact of previously established bicycle routes and networks, both domestically and abroad. Several states have commissioned surveys, reports, and summaries of the economic effects of bicycle travel, while several other such reports have looked at the success of cycling investments abroad. Below are the economic figures from several of those reports. By the numbers:

- **\$924 million: Economic activity supported by bicycle recreation in Wisconsin.**

\$533 million of which is direct economic impact occurring annually. The employment impact, as measured by full-time equivalent jobs, is 13,193 jobs. Maggie Grabow, Micah Hahn, and Melissa Whited. *Valuing Bicycling's Economic and Health Impacts in Wisconsin* (The Nelson Institute for Environmental Studies, Center for Sustainability and the Global Environment, University of Wisconsin-Madison, January 2010).

- **\$134 million: Estimated annual spending by bicyclists on Québec's *La Route Verte*.**

As estimated for 2006. *Route Verte* cyclists spent a total of \$95.4 million in 2000, which corresponds to revenue of approximately \$15.1 million for the government of Québec and \$11.9 million for the government of Canada. *Retombées économiques de la Route verte* (March 2003, pdf. Summary viewed online 1 February 2010: http://www.routeverte.com/rv/index_e.php?page=retombees_e)

- **\$60 million and 1,407 jobs: North Carolina's estimated annual impact from bicycle facilities in the Outer Banks.**

A nearly nine-fold increase on the initial \$6.7 million in public funds invested in construction of bicycle facilities. Judson J. Lawrie, Thomas P. Norman, Mary Meletiou, and Sarah W. O'Brien. *Bikeways to Prosperity: Assessing the Economic Impact of Bicycle Facilities* (TR News 242 January-February 2006).

- **\$36.3 million: Estimated direct spending by bicycle tourists in Maine in 1999.**

Maine Department of Transportation. *Bicycle Tourism in Maine: Economic Impacts and Marketing Recommendations* (Executive Summary, April 2001).

- **\$98 per day: Average amount spent by cyclists on the Great Allegheny/C&O Canal Towpath when traveling by bicycle for more than one day.**

Businesses along the trail attribute one quarter of their gross income to trail users for a total economic impact of \$40.6 million in gross revenue in 2008. Campos Inc., *The Great Allegheny Passage Economic Impact Study (2007-2008)* (The Progress Fund/Job #07-294, 7 August 2009).

CORRIDOR PLAN

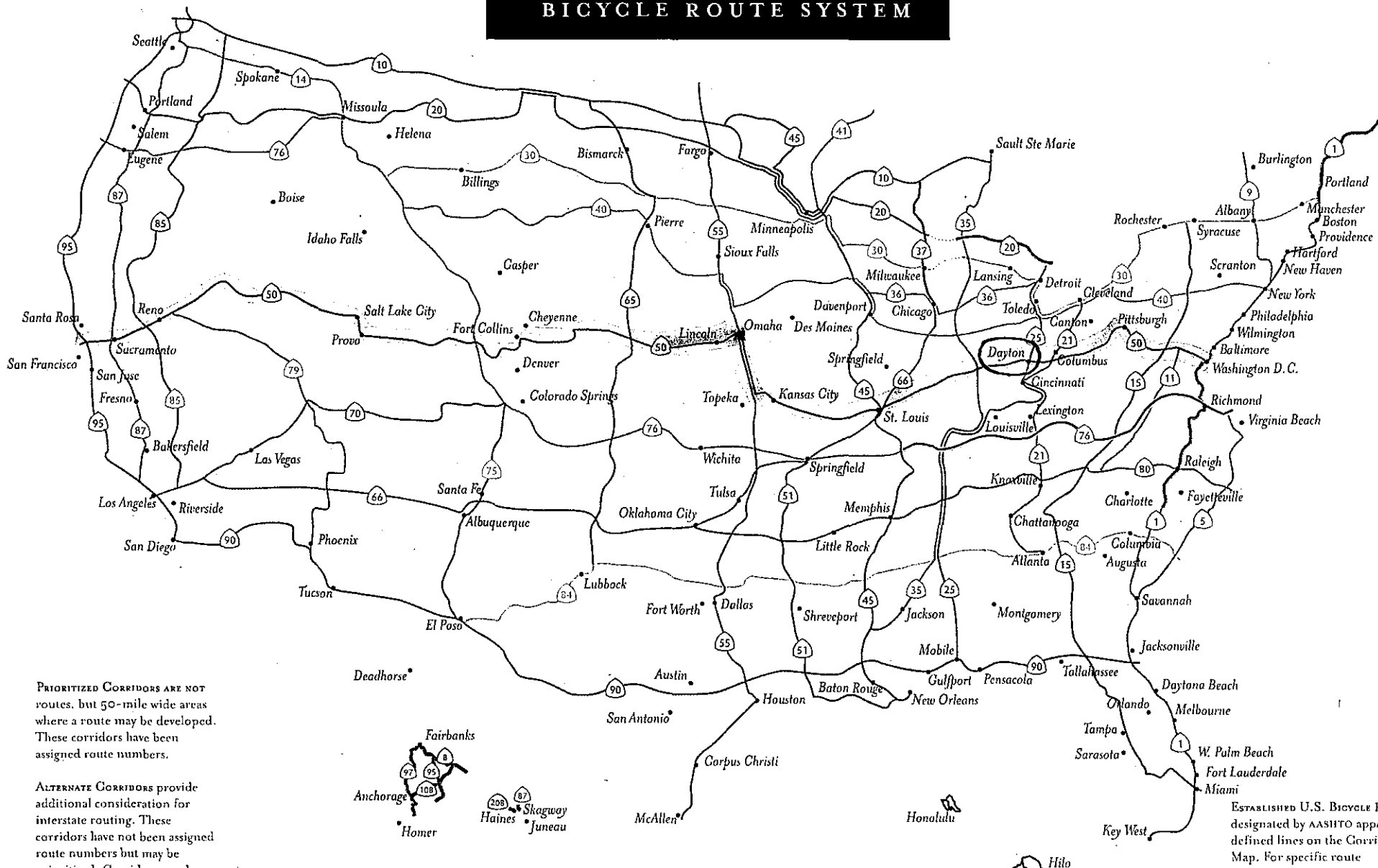
MARCH 2012

THE GOAL OF THE UNITED STATES BICYCLE ROUTE SYSTEM IS TO CONNECT AMERICA THROUGH A NETWORK OF NUMBERED INTERSTATE BICYCLE ROUTES.

Adventure Cycling Association
America's bicycle travel experts

AMERICAN ASSOCIATION OF
STATE HIGHWAY AND
TRANSPORTATION OFFICIALS
AASHTO
THE VOICE OF TRANSPORTATION

THE UNITED STATES BICYCLE ROUTE SYSTEM



PRIORITIZED CORRIDORS ARE NOT routes, but 50-mile wide areas where a route may be developed. These corridors have been assigned route numbers.

ALTERNATE CORRIDORS provide additional consideration for interstate routing. These corridors have not been assigned route numbers but may be prioritized. Corridors may be added or existing corridors shifted as needed.

ESTABLISHED U.S. BICYCLE ROUTES designated by AASHTO appear as defined lines on the Corridor Map. For specific route information visit www.adventurecycling.org/routes/usbrs.

— PRIORITIZED CORRIDOR

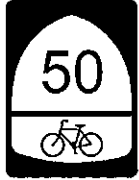
— ALTERNATE CORRIDOR

Connecting People, Communities, and the Nation

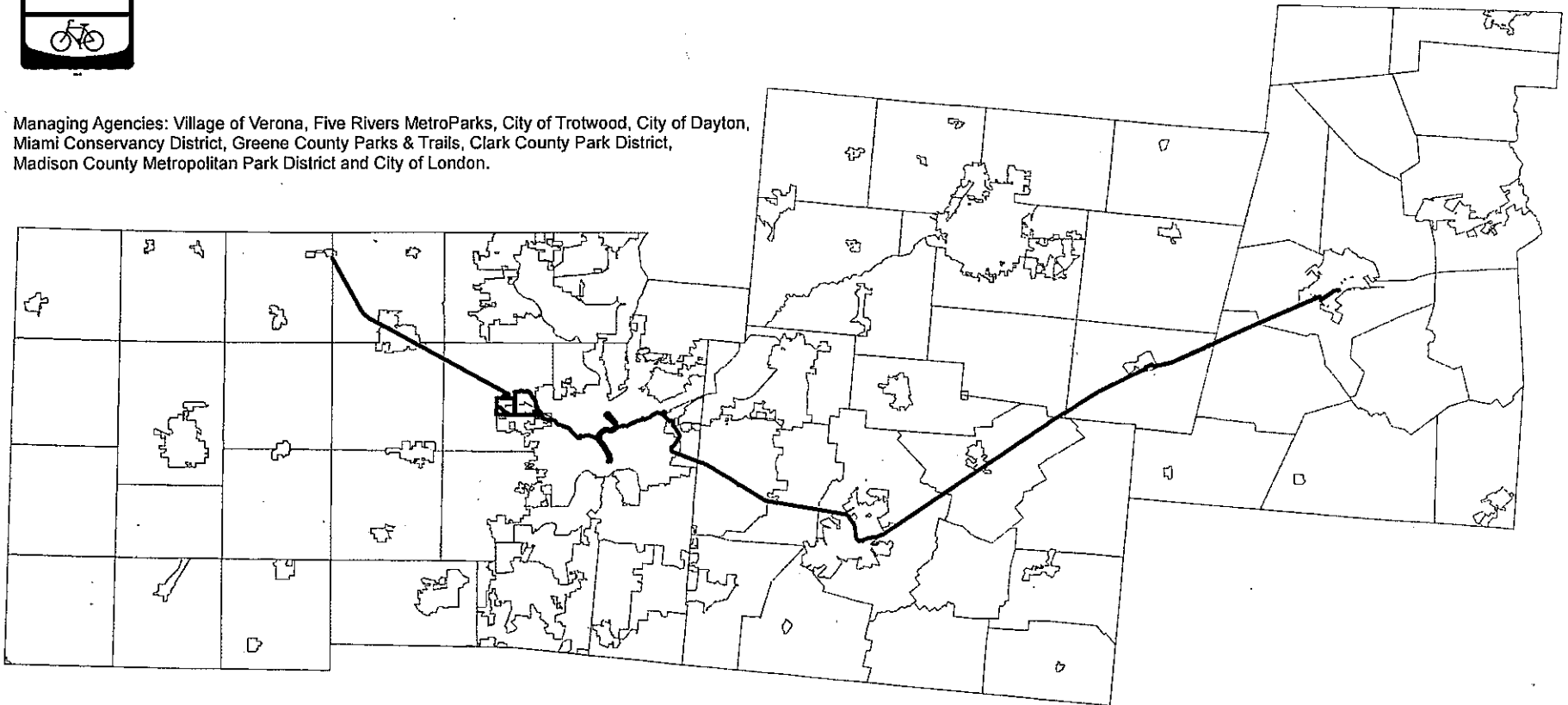
— PRIVATE OR PUBLIC FERRY

— UNITED STATES BICYCLE ROUTE

Proposed US Bicycle Route 50 Through the Miami Valley



Managing Agencies: Village of Verona, Five Rivers MetroParks, City of Trotwood, City of Dayton, Miami Conservancy District, Greene County Parks & Trails, Clark County Park District, Madison County Metropolitan Park District and City of London.



0 5 10 20 Miles





MEMORANDUM

April 3, 2012

TO: Timothy H. Riordan
City Manager

FROM: Andrew Rodney, Planner *AR*
Department of Planning & Community Development

SUBJECT: Resolution for the Designation of USBR 50 through Dayton

Attached is a Resolution for the April 25, 2012 City Commission Calendar supporting the designation of U.S. Bike Route 50 (USBR 50) using bikeways and roadways maintained by the City of Dayton. The U.S. Bike Route System (USBR) is a network of officially numbered interstate bicycle routes that connect America's cities, suburbs, and rural areas, with USBR 50 serving as a cross-country connection from Washington D.C. to San Francisco, California via Central Ohio. The routes are to be catalogued and designated by the American Association of State Highway Transportation Officials (AASHTO) and the Ohio Department of Transportation (ODOT). Designating USBR 50 through our community will bring greater visibility to bicycle tourism within our City, show our support for cross-country bicycling, and support the goals and objectives of the City of Dayton 2025 Bicycle Action Plan. The designation will not require any additional signage or maintenance above and beyond what is already present and required, but rather gives the City of Dayton the option to provide additional signage, pavement markings, or other amenities designating the route as USBR 50. Additional information on the USBRS, the proposed route through the Dayton Region, and the proposed route through the City of Dayton are enclosed.

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

If you have any questions, please contact Andrew Rodney at x3635.

AER/aer

Attachments

Approved:

Aaron K. Sorrell
Aaron K. Sorrell, Director