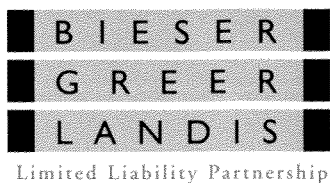


David C. Greer
Howard P. Krisher
John E. Haviland
David P. Williamson
James H. Greer
Charles F. Shane
Joseph C. Oehlers
James P. Fleisher
Gretchen M. Treherne
Jennifer L. Brogan



400 PNC Center
6 North Main Street
Dayton, OH 45402-1908
937.223.3277 phone
937.223.6339 fax
www.biesergreer.com

Trisha M. Duff
Thomas M. Hess, Jr.
Curtis G. Moore
Philip M. Borger
Christy C. Flanagan

Of Counsel:
Charles D. Shook
Edward L. Shank
Irvin G. Bieser, Jr.
Leo F. Krebs

December 18, 2014

VIA HAND DELIVERY

John C. Musto
City of Dayton Law Department
101 West Third Street
P. O. Box 22
Dayton, OH 45401-0022

Re: *Steve R. Rauch, Inc. v. City of Dayton, Ohio*
Case No. 2014 CV 06106

Dear John:

Pursuant to our phone conversation I am enclosing Steve's executed Release Agreement and all of the executed closing documents in this matter. I will see you at your office tomorrow afternoon at 2:00 to pick up the check and to sign the Dismissal Entry which you are preparing in the pending lawsuit.

Yours truly,

BIESER, GREER & LANDIS, LLP

By: David C. Greer

DCG/dre
ENCS
2920.214182\455063

RELEASE AGREEMENT

Steve R. Rauch, Inc. ("SRI") agrees as follows:

I. RECITALS

A. City of Dayton, Ohio ("City") and SRI entered into four separate contracts for the demolition of certain nuisance residential properties. The contracts are identified as CT 12-0526, CT 12-0530, CT-12-0531, and CT 13-0680 (hereinafter "Contracts").

B. On March 13, 2014, the City terminated SRI from the Contracts.

C. After the City and SRI were unable to agree to payment for the work that SRI had performed on the Contracts prior to termination, SRI filed suit in the Montgomery County Common Pleas Court in Case No. 2014 CV 06106 on October 28, 2014 seeking payment for work under the Contracts (hereinafter "the Pending Litigation").

II. AGREEMENT

A. Upon the City's payment to SRI of the total sum of \$492,920.86, which payment is hereby acknowledged, SRI, for itself and its affiliates, officers, directors, employees, agents, insurers, shareholders, representatives, predecessors, successors, and assigns, hereby releases, and forever discharges as against the City and its employees, officers, agents, and elected officials, any and all claims, liabilities, costs, damages, and causes of actions, past, present and/or future, whether known or unknown, suspected or unsuspected, arising from or relating to the Contracts and/or the Pending Litigation.

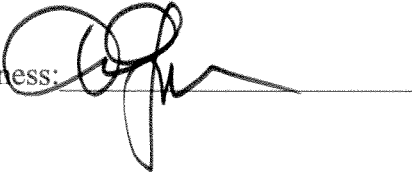
Further, SRI agrees to dismiss the Pending Litigation, with prejudice to refile, and to pay all court costs and its own attorney's fees related to this action.

SRI agrees and represents that no promise, inducement, or agreement not herein expressed has been made to SRI, and that this Release contains the entire agreement.

B. The person signing this Release on behalf of SRI represents and warrants that he/she has the requisite authority to execute this Release so as to bind SRI to the terms of this agreement.

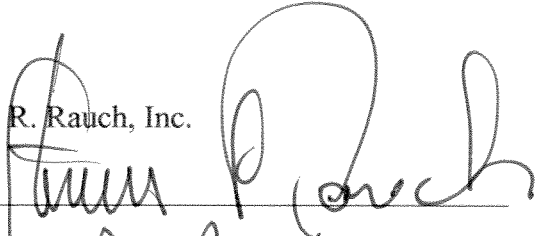
IN WITNESS WHEREOF, I have hereunto set my hand at Dayton, Ohio, this 18
day of December 2014.

Witness:



Steve R. Rauch, Inc.

By:



Title:

pres.

Dated:

12-18-14



David C. Greer,
Attorney for Plaintiff,
Steve R. Rauch, Inc.



November 25, 2014

VIA EMAIL AND U.S. MAIL

David C. Greer, Esq.
BIESER GREER AND LANDIS
400 PNC Center
6 North Main St.
Dayton, OH 45402-1908

RE: **Steve R. Rauch, Inc. v. City of Dayton, Ohio**
Subject to Evidence Rule 408

Dear David:

I am writing as a follow up to our telephone conversation from the other week about the above-referenced lawsuit.

As we discussed, the City of Dayton would like to resolve this matter, however, it is not willing to pay SRI for work that it did not perform. The City of Dayton was forced to terminate SRI from the four demolition contracts for SRI's failure to timely complete the work and SRI's repeated breaches of the contracts. Not only did SRI repeatedly breach the contracts by purposefully using improper fill on the demolition sites and failing to fully excavate the sites and remove the foundations, but SRI repeatedly failed to perform the work in a timely manner.

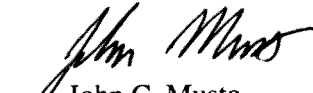
SRI was assigned six separate properties for demolition in June of 2013 to be completed by August and September of 2013. Likewise, SRI was assigned six additional properties for demolition in August of 2013 to be completed in October and early November of 2013. However, despite numerous communications and promptings by the City, as of January 2014, SRI had not performed the work. As a result, Dayton sent SRI a cure letter on January 10th, demanding that the work be completed within 30 days. On January 14, 2014, SRI, through its Controller, agreed that the work would be completed by that time. However, SRI did not even start on the work until 24 days after receiving the letter. Moreover, SRI was not even half done with the work 39 days later on February 18th. To make matters worse, on February 21st the City discovered that SRI had used improper fill at numerous demolition sites, including re-bar, wood, crushed concrete, bricks, steel, terrazzo, large pieces of asphalt and other unapproved materials. SRI was directed to remove the improper fill, and replace it with proper fill with the City inspecting. As of February 28th, SRI had not fixed the improper fill or completed the work. When SRI had still failed to perform the work on March 13, 2014, Dayton terminated the contracts for cause.

In order to avoid prolonged litigation, the City is willing to pay SRI a total of \$492,920.84 for work performed on the four contracts, after SRI provides the City with full releases from SRI and all subcontractors and material suppliers for the four contracts. However, the City will not pay SRI for work that it was required to pay other contractors to complete. If we are unable to reach this agreement, the

City will file a Counterclaim in the action seeking, among other things, liquidated damages for SRI's failure to complete the work in a timely fashion.

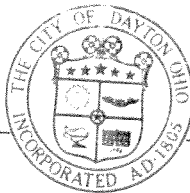
Please give me a call at your earliest convenience to discuss this matter.

Sincerely,



John C. Musto
Assistant City attorney

C: Kevin Powell



June 2, 2014

VIA EMAIL AND FIRST CLASS MAIL

David C. Greer, Esq.
BIESER, GREER, AND LANDIS, LLP
400 PNC Center
6 North Main St.
Dayton, OH 45402—1908

**RE: CITY OF DAYTON/RAUCH NUISANCE CONTRACT AND
DEMOLITION PROJECT INVOLVING THE DAYTON DAILY NEWS
AND SCHWIND BUILDING**

Dear Mr. Greer:

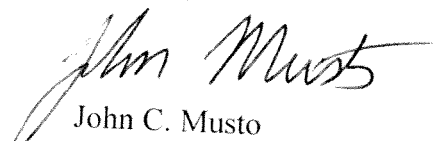
I am writing in response to your May 27, 2014 letter on resolving outstanding issues on the City's demolition contracts with Steve R. Rauch, Inc. ("Rauch").

As you are aware, there have been numerous documented performance problems on the contracts that resulted in the City terminating the contracts. These problems include, but are not limited to, failure to remove foundations and improper fill, grading, and seeding. The City is still in the process of correcting these problems and tabulating the costs.

The City is willing to pay Rauch for work for structures razed under the contracts, minus the City's costs of correcting the defective work. However, the full costs will not be known until the work is corrected. Once the work is corrected, the City will provide Rauch with the lists of costs for the corrective work in order to come up with a final payment amount. The City is moving quickly to finish all of the work and tabulate the costs, but it will likely not occur within the 10 day deadline referenced in your letter.

Please feel free to contact me to discuss this matter.

Sincerely,


John C. Musto
Assistant City Attorney

C: Kevin Powell

David C. Greer
Howard P. Krisher
John F. Haviland
David P. Williamson
James H. Greer
Charles F. Shane
Joseph C. Oehlers
Carla J. Morman
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B I E S E R
G R E E R
L A N D I S
Limited Liability Partnership

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Philip M. Borger

Of Counsel:
Charles D. Shook
Edward L. Shank
Irvin G. Bieser, Jr.
Leo E. Krebs

May 27, 2014

Via E-Mail: john.musto@cityofdayton.org
and First Class Mail

Mr. John C. Musto
City of Dayton Law Department
101 West Third Street
P. O. Box 22
Dayton, OH 45401-0022

Re: City of Dayton/Rauch Nuisance Contract and Demolition Project Involving
Dayton Daily News and Schwind Building

Dear John:

I was recently retained by Steve R. Rauch, Inc. to bring a prompt closure to any open issues between Rauch and the City. I understand that last week Mr. Blackshear informed Mr. Feucht that the City will pay Rauch in full for all structures razed under its Nuisance Abatement Contracts minus the cost of having Bladecutters place seed and straw on the properties.

If Rauch receives the promised payments within the next ten days, it will consider pending matters with the City to be resolved and look forward to a positive relationship with the City on future projects.

With regard to the remaining issues on the Dayton Daily News project, I am enclosing a letter which I have written on behalf of Rauch to Mr. Papa of Student Suites in the hope that all such issues can be resolved without litigation.

Yours truly,

BIESER, GREER & LANDIS, LLP

By: David C. Greer

DCG:jll

Enclosure

c: Dan Feucht (dan@daytondemo.com)
Steve Rauch (steve@steverauch.com)
James H. Greer (jhg@bgllaw.com)

214182\434713.1

David C. Greer
Howard P. Krisher
John F. Haviland
David P. Williamson
James H. Greer
Charles F. Shane
Joseph C. Oehlers
Carla J. Morman
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Philip M. Berger

Of Counsel:
Charles D. Shook
Edward L. Shank
Irvin G. Bieser, Jr.
Leo F. Krebs

May 27, 2014

Via E-Mail: spapa@studentsuites.com
and First Class Mail

Mr. Steve Papa
Student Suites Dayton LLC
3737 South Elizabeth Street
Independence, MO 64057

Re: Dayton Daily News & Schwind Building Demolition Project

Dear Mr. Papa:

I have been retained by Steve R. Rauch, Inc. to resolve all open issues relating to this project. While the City of Dayton paid Student Suites \$230,000.00 of which \$100,000.00 was then paid to Rauch relating to the Schwind Hotel portion of the project, there remains due and owing from Student Suites to Rauch the sum of \$675,000.00. Please have your attorney contact me so we can set up a meeting to address the problems of payment and completion of the project. I could arrange my schedule to meet anytime during the week of June 2, other than June 5, or anytime during the first three days of the week of June 16, 2014.

I am sending a copy of this letter to the attorney for the City of Dayton in the event that you, he or your attorney want to have representatives of the City participate in the proposed meeting.

I look forward to hearing from you.

Yours truly,

BIESER, GREER & LANDIS, LLP

By: David C. Greer

DCG:jll

c: John C. Musto (john.musto@cityofdayton.org)
Dan Feucht (dan@daytondemo.com)
Steve Rauch (steve@steverauch.com)
James H. Greer (jhg@bgllaw.com)

214182\434716.1

GREGORY S. PAGE CO., L.P.A.

7501 Paragon Road
Dayton, Ohio 45459
T: (937) 434-1908
F: (937) 436-0008
Greg@gsplaw.net

April 2, 2014

Kevin Powell
Acting Division Manager
Department of Building Services Via Email Only: Kevin.powell@daytonohio.gov
371 West Second Street
Dayton, OH 45402

Re: Steve Rauch, Inc.
Contract No. CT12-0526, CT12-0530, CT12-0531 and
CT13-0680

Dear Mr. Powell:

Please recall that the undersigned represents Steve Rauch, Inc. I am writing in follow up to my correspondence to you dated March 25, 2014. I had not received a response to my correspondence and therefore felt compelled to reiterate my client's position.

At present, my client has completed all work on the above-referenced projects except seeding and finish grading. Accordingly, my client is justly and truly owed the following:

Contract:	CT12-0526	\$64,613.79
Contract:	CT12-0530	\$57,078.08
Contract:	CT12-0531	\$92,738.61
Contract:	CT13-0680	\$203,462.26

Letter to Kevin Powell

April 2, 2014

Page 2

I recognize and acknowledge that a five percent (5%) retainage is to be withheld. As such, on these contracts, my client is owed \$417,892.74, less a five percent retainage. Please prepare a remittance as soon as possible in the total amount of \$396,998.10 and deliver it to my client. I am hopeful that additional collection efforts will be unnecessary.

As I indicated in my prior correspondence, the city and my client have had a longstanding, positive relationship. However, there is simply no legitimate justification to withhold payment on these contracts.

Once again, I would welcome a discussion of these issues with you at your convenience. As indicated, my client stands ready, willing and able to complete the limited work remaining on these contracts.

I look forward to hearing from you soon.

Very Truly Yours,

/s/ Gregory S. Page

Gregory S. Page



March 13, 2014

VIA HAND DELIVERY AND U.S. MAIL

Steve R. Rauch, President
J. Scott Wells, Project Manager
Steve R. Rauch, Inc.
550 Soldiers Home-W Carrollton Road
Dayton, OH 45417

RE: Termination for Cause of Contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680

Dear Messrs. Rauch and Wells:

I am writing to terminate the above-referenced contracts for cause pursuant to 119.04 of the City of Dayton Construction and Material Specifications.

On January 10, 2014 The City of Dayton faxed and mailed a letter to you notifying you of defective work, failure to prosecute work and demand for a cure on contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680. The letter demanded that work begin to remedy the incomplete and defective work within five days of the date of the letter and that the work be completed within thirty calendar days.

The properties requiring work were inspected thirty days after the date of the letter. The inspections showed that minimal work had begun on the listed properties and the work was not completed. In fact after thirty-nine days only six of the twelve properties were demolished. In addition, several of the sites were backfilled with improper fill material.

As a result of the failure to comply with the letter dated January 8, 2014 sent January 10, 2014, the City of Dayton is terminating contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680 for cause.

Sincerely,

Kevin Powell
Acting Division Manager

Cc: Mr. Early, Ms. Dickstein, Mr. Cromartie, Mr. Danish, Mr. Musto
Mr. Zimmer, Mr. Mueller, Lexon Insurance Company

ACCEPTANCE OF WORK

To: <u>Director of Public Works</u>	Date: <u>Dec. 26, 2012</u>
From: <u>Nuisance Abatement</u>	Code: <u>28309-2420-1159-32</u>
	Code: <u>40023-2420-1159-32</u>
Contractor: <u>Steve Rauch Inc.</u>	Fund: <u>28309</u>
	Fund: <u>40023</u>

Description of Contract: CT12-0531 MOF DEMOLITION PROGRAM
 NUISANCE ABATEMENT RESIDENTIAL II-2012

Partial Pay Estimate		Contract Awarded	<u>12/26/2012</u>
Final Pay Estimate	<u>17,488.46</u>	Time Bid	
From Fund 28309	<u>184,425.29</u>	Started Work	<u>2/1/2013</u>
From Fund 40023	<u>184,425.29</u>		
Total To Be Paid	<u>349,769.16</u>	Completed Work	<u>8/1/2014</u>
Bid Price		Total Days	
Change Orders		Days Consumed	
Modified Contract Price		Balance	<u>0 WD</u>
5% Retainage	<u>17,488.46</u>		

Remainder \$19,081.42

All work associated with this contract has been completed.
 The retainer may be released Immediately

 Nuisance Abatement Specialist

 Kevin Powell, Acting Manager
 Housing Inspection

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0531

Amount of Contract

\$368,850.58

I herewith report the following quantities for Estimate No. 14, 7 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program MOF Residential Demolition II Kind of Improvement
 NOP # 14 and #7 Adjusted

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.135/cf	@\$.01/cf	@\$.001/sf	
827 N Euclid	39903	128,631.11			17,365.20
				5,266	5.27
252-254 S Harbine	19771	205,318.96			27,718.06
				4,456	4.46
149-151 S Irwin	18617	192,353.85			25,967.77
				4,217	4.22
827 N Euclid	39903				0.00
Adjustment for work completed by other Contractor					-1,063.83
252-254 S Harbine	19771				0.00
Adjustment for work completed by other Contractor					-7,062.43
149-151 S Irwin	18617				0.00
Adjustment for work completed by other Contractor					-1,063.83
415 Maryland	24114				0.00
Adjustment for work completed by other Contractor					-1,063.83
155 S McGee	18626-27pts				0.00
Adjustment for work completed by other Contractor					-1,063.83
WORK COMPLETED ON NOP # 14 and # 7 Adjusted					59,747.22
PREVIOUS WORK COMPLETED					288,436.44
TOTAL WORK COMPLETED					348,183.66
(-) 5% RETAINER					-\$17,409.18
SUBTOTAL					\$330,774.47
PREVIOUS PAYMENTS					\$274,014.62
AMOUNT DUE					\$56,759.86

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0531

Amount of Contract

\$368,850.58

I herewith report the following quantities for Estimate No. 15 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program MOF Residential Demolition II Kind of Improvement
 NOP # 15 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.135/cf	@\$.01/cf	@\$.001/sf	
23 S Ardmore	30548	42,570.00			5,746.95
				4,796	4.80
600 W Norman	45563	11,111.11			1,500.00
Extra for added fill on site					0.00
					0.00
					0.00
					0.00
23 S Ardmore	30548				0.00
Adjustment for work completed by other Contractor					-5,666.24
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 15 ADJUSTED					1,585.51
PREVIOUS WORK COMPLETED					348,183.66
TOTAL WORK COMPLETED					349,769.16
(-) 5% RETAINER					-\$17,488.46
SUBTOTAL					\$332,280.70
PREVIOUS PAYMENTS					\$330,774.47
AMOUNT DUE					\$1,506.23

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____



March 13, 2014

VIA HAND DELIVERY AND U.S. MAIL

Steve R. Rauch President
J. Scott Wells, Project Manager
Steve R. Rauch, Inc.
1550 Soldiers Home-W Carrollton Rd.
Dayton, Ohio 45417

RE: **SECOND LETTER OF FAILURE ON THIS CONTRACT**
NOTICE OF FAILURE TO PROSECUTE WORK, AND
DEMAND FOR CURE ON CONTRACT CT11-0283

Dear Messrs. Rauch and Wells:

The letter is a formal notice that Steve R. Rauch, Inc. has failed to prosecute the work with the necessary force and in a timely manner in violation of the above-referenced contract.

One NOP (Notice of Possession) on this contract has not been completed and the work that has been completed to this point has been defective:

1. NOP #15 was issued on December 11, 2013. Original completion date was January 7, 2014.
2. On Feb. 24, 2014 each of the properties on this NOP were inspected and found to contain improper and illegal backfill material. The material contained crushed concrete, cinder blocks, wood, re-bar, bricks, asphalt, trash and debris in violation of the specifications of the Contract.
3. Large amounts of mud have been deposited in the alleys and surrounding public right-of-way of each of these properties.

Pursuant to Item 119.04 of the Construction and Material Specifications, you have five calendar days from the date of this letter to begin to Cure and complete the work listed above. Further, if you fail to complete and Cure this incomplete and defective work within 20 calendar days from the date of this letter, the City will terminate your contract for cause in accordance with Item 119.04.

Mr. Steve R. Rauch
Mr. J. Scott Wells
March 13, 2014

All work performed on this contract must be coordinated with the City of Dayton Project Manager for this contract and **no work** may be performed unless directly supervised by on-site City of Dayton personnel approved by the Project Manager.

Sincerely,



Kevin Powell
Acting Division Manager

c: Mr. Earley
Ms. Dickstein
Mr. Cromartie
Mr. Danish
Mr. Musto
Mr. Zimmer
Lexon Insurance Company



March 13, 2014

VIA HAND DELIVERY AND U.S. MAIL

Steve R. Rauch, President
J. Scott Wells, Project Manager
Steve R. Rauch, Inc.
550 Soldiers Home-W Carrollton Road
Dayton, OH 45417

RE: Termination for Cause of Contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680

Dear Messrs. Rauch and Wells:

I am writing to terminate the above-referenced contracts for cause pursuant to 119.04 of the City of Dayton Construction and Material Specifications.

On January 10, 2014 The City of Dayton faxed and mailed a letter to you notifying you of defective work, failure to prosecute work and demand for a cure on contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680. The letter demanded that work begin to remedy the incomplete and defective work within five days of the date of the letter and that the work be completed within thirty calendar days.

The properties requiring work were inspected thirty days after the date of the letter. The inspections showed that minimal work had begun on the listed properties and the work was not completed. In fact after thirty-nine days only six of the twelve properties were demolished. In addition, several of the sites were backfilled with improper fill material.

As a result of the failure to comply with the letter dated January 8, 2014 sent January 10, 2014, the City of Dayton is terminating contracts CT12-0526, CT12-0530, CT12-0531 and CT13-0680 for cause.

Sincerely,

Kevin Powell
Acting Division Manager

Cc: Mr. Early, Ms. Dickstein, Mr. Cromartie, Mr. Danish, Mr. Musto
Mr. Zimmer, Mr. Mueller, Lexon Insurance Company



January 8, 2014

VIA FACSIMILE AND U.S. MAIL

Steve R. Rauch, President
J. Scott Wells, Project Manager
Steve R. Rauch, Inc.
1550 Soldiers Home W Carrollton Rd
Dayton, OH 45417

**RE: NOTICE OF FAILURE TO PROSECUTE WORK, AND
DEMAND FOR CURE ON CONTRACTS CT12-0526, CT12-0530, CT12-0531, CT13-0680**

Dear Messrs. Rauch and Wells:

The letter is a formal notice that Steve R. Rauch, Inc. has failed to prosecute the work with the necessary force and in a timely manner in violation of the above-referenced contracts. An agreement to complete the work on these contracts and specific NOPs for a price of \$50.62 per cubic yard was offered by your company in an email dated October 16, 2012. A subsequent email dated July 1, 2013 demanded a price increase to \$54.67 per cubic yard. The City of Dayton agreed to the prices offered and issued several NOP'S (Notices of Possession) for work on these contracts. The City of Dayton expects and demands that the work be completed for the agreed upon price.


Five NOPs (Notices of Possession) on these contracts including 12 properties covered under this price agreement have not been completed:


1. CT12-0526 NOP #3 was issued on June 6, 2013. Completion date was August 28, 2013.
223 W Fairview
2. CT12-0530 NOP 11 was issued June 4, 2013. Completion date was August 16, 2013.
224 Hawker, 2114 E Fourth
3. CT12-0531 NOP 14 was issued June 27, 2013. Completion date was September 18, 2013.
827 N Euclid, 252-54 S Harbine, 149-51 S Irwin
4. CT13-0680 NOP 1 was issued August 8, 2013. Completion date was October 23, 2013.
123 Fountain, 2416 Grandview, 2241 W Third
5. CT13-0680 NOP 4 was issued August 21, 2013. Completion date was November 6, 2013.
117 Belton, 3105 Hoover, 836 Xenia (rear)

January 8, 2014
Messrs. Rauch and Wells

Pursuant to Item 119.04 of the Construction and Material Specifications, you have five calendar days from the date of this letter to begin to complete the work listed on the previous page. Further, if you fail to complete and cure this incomplete work within 30 calendar days from the date of this letter, the City will terminate your contracts for cause in accordance with Item 119.04.

NOPS are attached.


Mark Mueller, Nuisance Abatement Specialist
Project Manager, CT12-0526, CT12-0530, CT12-0531, CT13-0680


Nathan Zebrowski
Acting Division Manager

C: Mr. Riordan
Mr. Earley
Ms. Dickstein
Mr. Danish
Mr. Musto
Mr. Cromartie
Mr. Zimmer
Lexon Insurance Company

attachments

Latest Rauch Cure Letter timeline:

- 1-10-14 Served Cure Letter via fax and US mail/ received fax from Rauch acknowledging receipt of Cure Letter
- 1-14-14 Meeting with Dan Feucht -Rauch Controller, He agreed that they would complete work in 30 days. Kevin Powell reiterated that we were standing by the letter.
- 1-16-14 Required start date
- 1-29-14 RAPCA start date based on Rauch/Humble Env. SOP and Notification (day 19)
- 2-3-14 Actual start date (day 24)
- 2-9-14 Required completion date
- 2-18-14 6 of 12 demolitions completed to minimal rough grade (day 39)

ACCEPTANCE OF WORK

To: <u>Director of Public Works</u>	Date: <u>5/24/2013</u>
From: <u>Nuisance Abatement</u>	Code: <u>28309-2420-1159-32</u>
	Code: <u>40023-2420-1159-32</u>
Contractor: <u>Steve Rauch Inc.</u>	Fund: <u>28309</u>
	Fund: <u>40023</u>

Description of Contract: **CT13-0680** MOVING OHIO FORWARD DEMOLITION PROGRAM
 NUISANCE ABATEMENT RESIDENTIAL III-2013

Partial Pay Estimate		Contract Awarded	<u>5/24/2013</u>
Final Pay Estimate	<u>16,270.99</u>	Time Bid	
From Fund 28309	<u>217,099.37</u>	Started Work	<u>8/5/2013</u>
From Fund 40023	<u>217,099.38</u>	Completed Work	<u>8/11/2014</u>
Total To Be Paid	<u>434,198.75</u>	Total Days	
Bid Price	<u>420,173.75</u>	Days Consumed	
Change Orders		Balance	<u>0 WD</u>
Modified Contract Price			
5% Retainage	<u>16,270.99</u>		

Remainder \$108,778.99

All work associated with this contract has been completed.
 The retainer may be released Immediately

 Nuisance Abatement Specialist

 Kevin Powell, Acting Manager
 Housing Inspection

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

REVISED

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 1 Partial Payment to be paid STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013 NOP # 1

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
123 Fountain	23995	137,846.50			19,298.51
				4,299	4.30
2416 Grandview Ave	30863	123,671.42			17,314.00
				4,726	4.73
2241 W Third St	21654	210,089.00			29,412.46
				2,252	2.25
					0.00
123 Fountain	23995				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2416 Grandview Ave	30863				0.00
Adjustment for work completed by Other Contractor					-2,035.07
2241 W Third St	21654				0.00
Adjustment for work completed by Other Contractor					-6,196.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP #1					\$56,741.35
TOTAL WORK COMPLETED					\$56,741.35
(-) 10% RETAINER					-\$5,674.13
SUBTOTAL					\$51,067.21
AMOUNT DUE					\$51,067.21

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 4,2 & 3 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP #4, NOP #2, and NOP #3 Adjusted

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
117 Belton	15133	84,348.00			11,808.72
				3,598	3.60
3109 Hoover	50192 pt.	88,526.35			12,393.69
				4,626	4.63
836 Xenia (rear)	13910 pt.	218,680.00			30,615.20
				1,616	1.62
					0.00
3109 Hoover	50192 pt.				0.00
Adjustment for work completed by Other Contractor					-1,063.83
836 Xenia (rear)	13910 pt.				0.00
Adjustment for work completed by Other Contractor					-6,178.19
					0.00
NOP # 2 Adjusted					0.00
See attached list					-4,255.32
NOP # 3 Adjusted					0.00
See attached list					-6,382.98
WORK COMPLETED ON NOP # 4, NOP #2 and NOP #3 Adjusted					36,947.13
PREVIOUS WORK COMPLETED					126,831.71
TOTAL WORK COMPLETED					163,778.84
(-) 10% RETAINER					-\$16,377.88
SUBTOTAL					\$147,400.96
PREVIOUS PAYMENTS					\$114,148.54
AMOUNT DUE					\$33,252.42

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NOP # 2 ADJUSTED

ADDRESS	LOT#				AMOUNT
287 Hunter	25450				
Adjustment for work completed by Other Contractor					-1,063.83
1107 Richmond	33043,4,5,pts.				
Adjustment for work completed by Other Contractor					-1,063.83
146 Westwood	35895				
Adjustment for work completed by Other Contractor					-1,063.83
130 N Woodward	21032,33pts.				
Adjustment for work completed by Other Contractor					-1,063.83
Total					-4,255.32

NOP # 3 ADJUSTED

ADDRESS	LOT#				AMOUNT
604 Fulmer	67987				0.00
Adjustment for work completed by Other Contractor					-1,063.83
909 Linden	28268-9pt.				0.00
Adjustment for work completed by Other Contractor					-1,063.83
1617 W Riverview	40672				0.00
Adjustment for work completed by Other Contractor					-1,063.83
1801 W Riverview	39899				0.00
Adjustment for work completed by Other Contractor					-1,063.83
5001 W Riverview	70094				0.00
Adjustment for work completed by Other Contractor					-1,063.83
277 Westwood	49608				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-6,382.98

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 5 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 5 Adjusted

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
213-15 W Fairview	43118	53,939.00			7,551.46
				5,602	5.60
258 Fillmore	9021 pt.	30,514.00			4,271.96
				2,413	2.41
27 Hollencamp	63756	33,099.00			4,633.86
				5,279	5.28
1330 James H McGee	52939 pt.	32,241.00			4,513.74
				10,798	10.80
27-29 E Norman	40984	77,451.00			10,843.14
				7,139	7.14
1129 Wildwood	28968	35,116.00			4,916.24
				4,901	4.90
					0.00
NOP # 5 Adjusted					0.00
See attached list					-10,278.48
					0.00
WORK COMPLETED ON NOP # 5 Adjusted					26,488.05
PREVIOUS WORK COMPLETED					163,778.84
TOTAL WORK COMPLETED					190,266.89
(-) 10% RETAINER					-\$19,026.69
SUBTOTAL					\$171,240.20
PREVIOUS PAYMENTS					\$147,400.96
AMOUNT DUE					\$23,839.25

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NOP # 5 ADJUSTED

ADDRESS	LOT#				
					AMOUNT
213-15 W Fairview	43118				0.00
Adjustment for work completed by Other Contractor					-1,063.83
258 Fillmore	9021 pt.				0.00
Adjustment for work completed by Other Contractor					-1,063.83
27 Hollencamp	63756				0.00
Adjustment for work completed by Other Contractor					-4,959.33
1330 James H McGee	52939 pt.				0.00
Adjustment for work completed by Other Contractor					-1,063.83
27-29 E Norman	40984				0.00
Adjustment for work completed by Other Contractor					-1,063.83
1129 Willwood	28968				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-10,278.48

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 6 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 6 Adjusted

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@ \$0.14/cf	@ \$0.01/cf	@ \$0.001/sf	
140-142 Cambridge	25245	86,274.00			12,078.36
				5,798	5.80
208-210 Cambridge	28726	65,100.00			9,114.00
				5,998	6.00
601 Oxford	25180	122,816.00			17,194.24
				5,881	5.88
604-606 Oxford	25156	63,426.00			8,879.64
				5,881	5.88
2028 Victoria	71424	47,872.00			6,702.08
				5,702	5.70
206 Walton	49674	34,909.00			4,887.26
				4,726	4.73
					0.00
NOP # 6 Adjusted					0.00
See attached list					-5,319.15
					0.00
WORK COMPLETED ON NOP # 6 Adjusted					53,570.42
PREVIOUS WORK COMPLETED					190,266.89
TOTAL WORK COMPLETED					243,837.31
(-) 5% RETAINER					-\$12,191.87
SUBTOTAL					\$231,645.44
PREVIOUS PAYMENTS					\$171,240.20
AMOUNT DUE					\$60,405.24

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____ Approved: _____

NOP # 6 ADJUSTED

ADDRESS	LOT#				AMOUNT
208-210 Cambridge	28726				0.00
Adjustment for work completed by Other Contractor					-1,063.83
601 Oxford	25180				0.00
Adjustment for work completed by Other Contractor					-1,063.83
604-606 Oxford	25156				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2028 Victoria	71424				0.00
Adjustment for work completed by Other Contractor					-1,063.83
206 Walton	49674				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-5,319.15

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 7 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 7 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
2200 Germantown	40799	36,696.00			5,137.44
				4,561	4.56
2216 Germantown	40803	30,789.00			4,310.46
				4,561	4.56
2603 Germantown	29602	64,636.00			9,049.04
				5,480	5.48
2012 Lakeview	28886	33,374.00			4,672.36
				4,948	4.95
2020 Lakeview	28888	29,172.00			4,084.08
				4,948	4.95
2248 Lakeview	29027	63,140.00			8,839.60
				5,846	5.85
					0.00
NOP # 7 Adjusted					0.00
See attached list					-6,382.98
					0.00
WORK COMPLETED ON NOP # 7 ADJUSTED					29,740.34
PREVIOUS WORK COMPLETED					243,837.31
TOTAL WORK COMPLETED					273,577.65
(-) 5% RETAINER					-\$13,678.88
SUBTOTAL					\$259,898.77
PREVIOUS PAYMENTS					\$231,645.44
AMOUNT DUE					\$28,253.33

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NOP # 7 ADJUSTED

ADDRESS	LOT#				AMOUNT
2200 Germantown	40799				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2216 Germantown	40803				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2603 Germantown	29602				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2012 Lakeview	28886				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2020 Lakeview	28888				0.00
Adjustment for work completed by Other Contractor					-1,063.83
2248 Lakeview	29027				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-6,382.98

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 8 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 8 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
31 S Hatfield	49119	41,448.00			5,802.72
				5,367	5.37
2401 Hoover	6/2/0029	40,264.00			5,636.96
				5,284	5.28
2306 Lakeview	28941	34,683.00			4,855.62
				6,534	6.53
2515 Lakeview	29551	37,579.00			5,261.06
				5,998	6.00
1535 W Stewart	38385-86pts	36,086.00			5,052.04
				5,301	5.30
136 N Trenton	51333	31,680.00			4,435.20
				5,798	5.80
					0.00
NOP # 8 Adjusted					0.00
See attached list					-23,315.15
					0.00
WORK COMPLETED ON NOP # 8 ADJUSTED					7,762.73
PREVIOUS WORK COMPLETED					273,577.65
TOTAL WORK COMPLETED					281,340.38
(-) 5% RETAINER					-\$14,067.02
SUBTOTAL					\$267,273.37
PREVIOUS PAYMENTS					\$259,898.77
AMOUNT DUE					\$7,374.60

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NOP # 8 ADJUSTED

ADDRESS	LOT#				AMOUNT
31 S Hatfield	49119				0.00
Adjustment for work completed by Other Contractor					-5,766.14
2401 Hoover	6/2/0029				0.00
Adjustment for work completed by Other Contractor					-3,913.88
2306 Lakeview	28941				0.00
Adjustment for work completed by Other Contractor					-5,213.77
2515 Lakeview	29551				0.00
Adjustment for work completed by Other Contractor					-1,063.83
1535 W Stewart	38385-86pts				0.00
Adjustment for work completed by Other Contractor					-6,293.70
136 N Trenton	51333				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-23,315.15

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 10 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 10 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
37-41 Brenner	25627	65,803.00			9,212.42
				2,944	2.94
58-60 S Horton	11201	64,922.00			9,089.08
				5,441	5.44
1323-25 Steiner	38353	56,006.00			7,840.84
				3,920	3.92
523 W Stewart	43771-72pts	26,796.00			3,751.44
				5,428	5.43
1226 Superior	24670 pt	41,245.00			5,774.30
				5,672	5.67
32 Victor	33056	58,608.00			8,205.12
				5,001	5.00
					0.00
NOP # 10 Adjusted					0.00
See attached list					-16,760.89
					0.00
WORK COMPLETED ON NOP # 10 ADJUSTED					27,140.72
PREVIOUS WORK COMPLETED					284,840.38
TOTAL WORK COMPLETED					311,981.10
(-) 5% RETAINER					-\$15,599.05
SUBTOTAL					\$296,382.04
PREVIOUS PAYMENTS					\$270,598.36
AMOUNT DUE					\$25,783.68

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NOP # 10 ADJUSTED

ADDRESS	LOT#				AMOUNT
37-41 Brenner	25627				0.00
Adjustment for work completed by Other Contractor					-1,063.83
58-60 S Horton	11201				0.00
Adjustment for work completed by Other Contractor					-6,616.75
1323-25 Steiner	38353				0.00
Adjustment for work completed by Other Contractor					-6,441.41
523 W Stewart	43771-72pts				0.00
Adjustment for work completed by Other Contractor					-511.24
1226 Superior	24670 pt				0.00
Adjustment for work completed by Other Contractor					-1,063.83
32 Victor	33056				0.00
Adjustment for work completed by Other Contractor					-1,063.83
Total					-16,760.89

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT13-0680

Amount of Contract

\$434,198.75

I herewith report the following quantities for Estimate No. 11 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 Moving Ohio Forward Demolition Program Nuisance Abatement Residential III - 2013
 NOP # 11 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.14/cf	@\$.01/cf	@\$.001/sf	
2016 Lakeview	28887	52,767.00			7,387.38
				4,948	4.95
1265 Leonhard/607 Deeds	23030	63,646.00			8,910.44
				2,988	2.99
1201 Linda Vista	33341,42 pt.	108,570.00			15,199.80
				7,350	7.35
					0.00
					0.00
2016 Lakeview	28887				0.00
Adjustment for work completed by Other Contractor					-6,041.05
1265 Leonhard/607 Deeds	23030				0.00
Adjustment for work completed by Other Contractor					-2,127.66
1201 Linda Vista	33341,42 pt.				0.00
Adjustment for work completed by Other Contractor					-9,905.54
					0.00
					0.00
WORK COMPLETED ON NOP # 11 ADJUSTED					13,438.66
PREVIOUS WORK COMPLETED					311,981.10
TOTAL WORK COMPLETED					325,419.76
(-) 5% RETAINER					-\$16,270.99
SUBTOTAL					\$309,148.77
PREVIOUS PAYMENTS					\$296,382.04
AMOUNT DUE					\$12,766.72

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

ACCEPTANCE OF WORK

To: <u>Director of Public Works</u>	Date: <u>12/13/2013</u>
From: <u>Nuisance Abatement</u>	Code: <u>28309-2420-1159-32</u>
	Code: <u>40023-2420-1159-32</u>
Contractor: <u>Steve Rauch Inc.</u>	Fund: <u>28309</u>
	Fund: <u>40023</u>

Description of Contract: **CT12-0530** MOF DEMOLITION PROGRAM
 NUISANCE ABATEMENT RESIDENTIAL I-2012

Partial Pay Estimate		Contract Awarded	<u>12/26/2012</u>
Final Pay Estimate	<u>18,007.56</u>	Time Bid	<u> </u>
From Fund 28309	<u>184,425.29</u>	Started Work	<u>1/29/2013</u>
From Fund 40023	<u>184,425.29</u>	Completed Work	<u>7/26/2014</u>
Total To Be Paid	<u> </u>	Total Days	<u> </u>
Bid Price	<u> </u>	Days Consumed	<u> </u>
Change Orders	<u> </u>	Balance	<u>0 WD</u>
Modified Contract Price	<u> </u>		
5% Retainage	<u>18,007.56</u>		

Remainder \$8,699.41

All work associated with this contract has been completed.
 The retainer may be released Immediately

 Nuisance Abatement Specialist

 Kevin Powell, Acting Manager
 Housing Inspection

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

REVISED

6/6/2013

Contract No. CT12-0530

Amount of Contract

\$368,850.58

I herewith report the following quantities for Estimate No. 11,3,14 (Adjusted) Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program MOF Residential Demolition I Kind of Improvement
 ADJUSTED NOP # 11, NOP #3, NOP #14

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.135/cf	@\$.01/cf	@\$.001/sf	
224 Hawker	8149	84,420.15			11,396.72
				4,609	4.61
					0.00
2111 E Fourth St.	5706-7 pts	125,478.51			16,939.60
				3,546	3.55
					0.00
					0.00
224 Hawker	8149				0.00
Adjustment for work completed by Other Contractor NOP #11					-1,063.83
113 N Marion	6-2-32				0.00
Adjustment for work completed by Other Contractor NOP #3					-1,063.83
1112 Wilson	35327				0.00
Adjustment for work completed by Other Contractor NOP #14					-1,063.83
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 11,3,14 ADJUSTED					25,152.98
PREVIOUS WORK COMPLETED					223,137.07
TOTAL WORK COMPLETED					248,290.06
(-) 5% RETAINER					-\$12,414.50
SUBTOTAL					\$235,875.55
PREVIOUS PAYMENTS					\$211,980.22
AMOUNT DUE					\$23,895.33

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0530

Amount of Contract

\$368,850.58

I herewith report the following quantities for Estimate No. 15 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program MOF Residential Demolition I Kind of Improvement
 NOP # 15 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.135/cf	@\$.01/cf	@\$.001/sf	
2218 W Second	32-2-6E	40,928.00			5,525.28
				5,741	5.74
1112 Wilson	35327				0.00
Extra for Dead Tree		3,703.70			500.00
					0.00
					0.00
					0.00
2218 W Second	32-2-6E				0.00
Adjustment for work completed by Other Contractor					-5,083.63
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 15 ADJUSTED					947.39
PREVIOUS WORK COMPLETED					359,203.78
TOTAL WORK COMPLETED					360,151.17
(-) 5% RETAINER					-\$18,007.56
SUBTOTAL					\$342,143.61
PREVIOUS PAYMENTS					\$341,243.59
AMOUNT DUE					\$900.02

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

NO	ADDRESS	NOP	CONTRACT	OPEN HOLE	ROUGH GRADE	FINAL	ACTION	8/14/2014
2200	GERMANTOWN	7	CT13-0680	Yes	YES	YES		
2216	GERMATOWN	7	CT13-0680	Yes	YES	YES		
2603	GERMATOWN	7	CT13-0680	Yes	YES	YES		
2012	LAKEVIEW	7	CT13-0680	Yes	YES	YES		
2020	LAKEVIEW	7	CT13-0680	Yes	YES	YES		
2248	LAKEVIEW	7	CT13-0680	Yes	YES	YES		
31	HATFIELD S	8	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
2401	HOOVER	8	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
2306	LAKEVIEW	8	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
2515	LAKEVIEW	8	CT13-0680	Yes	YES	YES		
1535	STEWART W	8	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
136	TRENTON N	8	CT13-0680	Yes	YES	YES		
37-41	BRENNER	10	CT13-0680	Yes	YES	YES		
58-60	HORTON S	10	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
1323-25	STEINER	10	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
523	STEWART W	10	CT13-0680	Yes	YES	YES	NOP Remedial	Fill Needed
1226	SUPERIOR	10	CT13-0680	Yes	YES	YES		
32	VICTOR	10	CT13-0680	Yes	YES	YES		
2016	LAKEVIEW	11	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill
1265	LEONHARD/	11	CT13-0680	Yes	YES	YES		Fence Dmg.
607	DEEDS							
1201	LINDA VISTA	11	CT13-0680	Yes	YES	YES	NOP Remedial	Bad Fill

"
"
"
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"
"
5766.14
3913.88
5213.77
"
6293.70
"
"
6616.75
6441.41
511.24
"
6041.05
"
9905.54



January 8, 2014

VIA FACSIMILE AND U.S. MAIL

Steve R. Rauch, President
J. Scott Wells, Project Manager
Steve R. Rauch, Inc.
1550 Soldiers Home W Carrollton Rd
Dayton, OH 45417

**RE: NOTICE OF FAILURE TO PROSECUTE WORK, AND
DEMAND FOR CURE ON CONTRACTS CT12-0526, CT12-0530, CT12-0531, CT13-0680**

Dear Messrs. Rauch and Wells:

The letter is a formal notice that Steve R. Rauch, Inc. has failed to prosecute the work with the necessary force and in a timely manner in violation of the above-referenced contracts. An agreement to complete the work on these contracts and specific NOPs for a price of \$50.62 per cubic yard was offered by your company in an email dated October 16, 2012. A subsequent email dated July 1, 2013 demanded a price increase to \$54.67 per cubic yard. The City of Dayton agreed to the prices offered and issued several NOP'S (Notices of Possession) for work on these contracts. The City of Dayton expects and demands that the work be completed for the agreed upon price.


Five NOPs (Notices of Possession) on these contracts including 12 properties covered under this price agreement have not been completed:


1. CT12-0526 NOP #3 was issued on June 6, 2013. Completion date was August 28, 2013.
223 W Fairview
2. CT12-0530 NOP 11 was issued June 4, 2013. Completion date was August 16, 2013.
224 Hawker, 2114 E Fourth
3. CT12-0531 NOP 14 was issued June 27, 2013. Completion date was September 18, 2013.
827 N Euclid, 252-54 S Harbine, 149-51 S Irwin
4. CT13-0680 NOP 1 was issued August 8, 2013. Completion date was October 23, 2013.
123 Fountain, 2416 Grandview, 2241 W Third
5. CT13-0680 NOP 4 was issued August 21, 2013. Completion date was November 6, 2013.
117 Belton, 3105 Hoover, 836 Xenia (rear)

January 8, 2014
Messrs. Rauch and Wells

Pursuant to Item 119.04 of the Construction and Material Specifications, you have five calendar days from the date of this letter to begin to complete the work listed on the previous page. Further, if you fail to complete and cure this incomplete work within 30 calendar days from the date of this letter, the City will terminate your contracts for cause in accordance with Item 119.04.

NOPS are attached.


Mark Mueller, Nuisance Abatement Specialist
Project Manager, CT12-0526, CT12-0530, CT12-0531, CT13-0680


Nathan Zebrowski
Acting Division Manager

C: Mr. Riordan
Mr. Earley
Ms. Dickstein
Mr. Danish
Mr. Musto
Mr. Cromartie
Mr. Zimmer
Lexon Insurance Company

attachments

- 2-28-14 Phone message from Rauch foreman Dave Spencer informing that no work would be done on Dayton jobs and that they would inform the City when work would resume.
- 2-28-14 About one hour after that phone message, Rauch workers were discovered backfilling and doing earthwork at 223 W Fairview. When questioned, Dave Spencer replied that this was not one of the ten bad sites and they thought they could work there. He was reminded that all backfill was required to be inspected and that they had violated that order. He was ordered to remove his men and equipment from the job immediately and not to resume work until further notice.
- Approx 1 hour later, work was still ongoing and backfill being deposited. When questioned, Spencer replied that Steve Rauch told them to continue working and disregard the orders from the City.
A call was placed immediately to Steve Rauch. He admitted that he personally directed his workers to place backfill and to ignore the orders from the City. After a lengthy conversation with Mr. Rauch the workers and equipment were pulled from the job.
- 2-28-14 Email from Steve Rauch Inc. requesting another meeting to resolve their non-compliance and poor performance issues.

ACCEPTANCE OF WORK

To: Director of Public Works Date: Feb. 22, 2013

From: Nuisance Abatement Code: 26015-2420-1159-32

Contractor: Steve Rauch Inc. Fund: 26015

Description of Contract: **CT12-0526** NUISANCE ABATEMENT PROGRAM -
 COMMERCIAL DEMOLITION II - 2012
 (FEDERAL CDBG FUNDS)

Partial Pay Estimate		Contract Awarded	<u>12/19/2012</u>
Final Pay Estimate	<u>12,048.60</u>	Time Bid	
From Fund 26015	<u>245,863.00</u>	Started Work	<u>3/6/2013</u>
Total To Be Paid	<u>245,863.00</u>	Completed Work	<u>8/11/2014</u>
Bid Price		Total Days	
Change Orders		Days Consumed	
Modified Contract Price		Balance	<u>0 WD</u>
10% Retainage	<u>\$12,048.60</u>		

Remainder \$125,376.96

All work associated with this contract has been completed.
 The retainer may be released immediately

 Nuisance Abatement Specialist

 Kevin Powell, Acting Manager
 Housing Inspection

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0526

Amount of Contract

\$245,863.00

I herewith report the following quantities for Estimate No. 1 Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program Commercial Demolition II Kind of Improvement
 NOP # 1

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.13/cf	@\$.02/cf	@\$.04/sf	
3017 Hoover	50198-99	117,560.00			15,282.80
				8,625	345.00
2110 E Third St.	5691-92pt	18,651.00			2,424.63
				5,697	227.88
3525 W Third St.	48835	11,986.00			1,558.18
				427	17.08
2500 Vance	75855 pt	101,515.00			13,196.95
				24,481	979.24
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP #1					\$34,031.76
TOTAL WORK COMPLETED					\$34,031.76
(-) 10% RETAINER					-\$3,403.18
SUBTOTAL					\$30,628.58
AMOUNT DUE					\$30,628.58

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0526

Amount of Contract

\$245,863.00

I herewith report the following quantities for Estimate No. 3 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program Commercial Demolition II Kind of Improvement
 NOP # 3 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.13/cf	@\$.02/cf	@\$.04/sf	
223 W Fairview	43117	236,356.46			30,726.34
				2,840	113.60
					0.00
					0.00
					0.00
217 W Fairview	43118	36,169.00			4,701.97
				1,742	69.68
					0.00
223 W Fairview	43117				0.00
Adjusted per work completed by Other Contractor					-1,063.83
217 W Fairview	43118				0.00
Adjusted per work completed by Other Contractor					-1,063.83
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP #3 ADJUSTED					33,483.93
PREVIOUS WORK COMPLETED					38,846.01
TOTAL WORK COMPLETED					72,329.94
(-) 10% RETAINER					-\$7,232.99
SUBTOTAL					\$65,096.95
PREVIOUS PAYMENTS					\$34,961.41
AMOUNT DUE					\$30,135.54

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____ Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0526

Amount of Contract

\$245,863.00

I herewith report the following quantities for Estimate No. 5 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program Commercial Demolition II Kind of Improvement
 NOP # 5 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.13/cf	@\$.02/cf	@\$.04/sf	
124 S Findlay (Rear)	17504 pt	74,022.00			9,622.86
aka 126 S Findlay				2,960	118.40
156 Nassau	13922 pt	20,293.00			2,638.09
				5,706	228.24
2235-37 W Third	21654-55pts	64,220.00			8,348.60
				2,405	96.20
					0.00
124 S Findlay (Rear)	17504 pt				0.00
Adjusted per work completed by Other Contractor					-1,063.83
156 Nassau	13922 pt				0.00
Adjusted per work completed by Other Contractor					-1,063.83
2235-37 W Third	21654-55pts				0.00
Adjusted per work completed by Other Contractor					-3,757.47
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 5 ADJUSTED					15,167.26
PREVIOUS WORK COMPLETED					73,222.44
TOTAL WORK COMPLETED					88,389.70
(-) 10% RETAINER					-\$8,838.97
SUBTOTAL					\$79,550.73
PREVIOUS PAYMENTS					\$65,900.20
AMOUNT DUE					\$13,650.53

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0526

Amount of Contract

\$245,863.00

I herewith report the following quantities for Estimate No. 6 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program Commercial Demolition II Kind of Improvement
 NOP # 6 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.13/cf	@\$.02/cf	@\$.04/sf	
29 Burkhardt	62654 pt.	26,810.00			3,485.30
				3,049	121.96
254 Vermont	25392	27,623.00			3,590.99
				4,522	180.88
					0.00
					0.00
29 Burkhardt	62654 pt.				0.00
Adjusted per work completed by Other Contractor					-1,082.03
254 Vermont	25392				0.00
Adjusted per work completed by Other Contractor					-637.64
					0.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 6 ADJUSTED					5,659.46
PREVIOUS WORK COMPLETED					88,389.70
TOTAL WORK COMPLETED					94,049.16
(-) 10% RETAINER					-\$9,404.92
SUBTOTAL					\$84,644.24
PREVIOUS PAYMENTS					\$79,550.73
AMOUNT DUE					\$5,093.51

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____ Approved: _____

DEPARTMENT OF BUILDING SERVICES

Michael Cromartie, Interim Director

Contract No. CT12-0526

Amount of Contract

\$245,863.00

I herewith report the following quantities for Estimate No. 7 Adjusted Partial Payment to be paid
 STEVE R RAUCH INC. 1850 Soldiers Home-West Carrollton Rd. Dayton, OH 45418
 2012 Nuisance Abatement Program Commercial Demolition II Kind of Improvement
 NOP # 7 ADJUSTED

ADDRESS	LOT#	DEMO	DEBRIS	GRADING	AMOUNT
		@\$.13/cf	@\$.02/cf	@\$.04/sf	
1300-04 W Fifth	6571-72 pts.	140,384.00			18,249.92
				4,334	173.36
3226 N Main	45771	73,517.00			9,557.21
				6,839	273.56
					0.00
					0.00
1300-04 W Fifth	6571-72 pts.				0.00
Adjusted per work completed by Other Contractor					-753.34
3226 N Main	45771				0.00
Adjusted per work completed by Other Contractor					-1,063.83
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
WORK COMPLETED ON NOP # 7 ADJUSTED					26,436.88
PREVIOUS WORK COMPLETED					94,049.16
TOTAL WORK COMPLETED					120,486.04
(-) 10% RETAINER					-\$12,048.60
SUBTOTAL					\$108,437.44
PREVIOUS PAYMENTS					\$84,644.24
AMOUNT DUE					\$23,793.19

I hereby certify that the above quantities are correct and the work has been done according to contract, and that I have record of the above estimates.

Prepared By: _____

Approved: _____

- 2-18-14 Nuisance Abatement meeting with Law Dept., decision made to allow work to continue to attempt to complete properties on most recent Cure Letter. Once Cure Letter properties are completed CT12-0526 would be terminated.
- 2-21-14 Improper fill material found at many recent demo sites including several on the Cure Letter and on another contract not specified on the recent Cure Letter. Improper fill contained re-bar, wood, crushed concrete, bricks, steel, terrazzo, large pieces of asphalt and other materials not approved for fill. Rauch foreman Dave Spencer was informed of discovery and told not to place any more fill until further notice.
- 2-24-14 Photos taken of improper fill at many sites.
- 2-25-14 Email to Rauch requiring them to notify City prior to any backfill operation so each load could be inspected.
- 2-27-14 Backfilling operations resume. Nuisance Abatement personnel waste approx 20 man hours inspecting trucks.
- 2-27-14 Rauch foreman Dave Spencer agrees to work plan for 2-28-14. Removal of illegal backfill to begin, Spencer will email starting address before starting work.
- 2-27-14 Small amount of asbestos siding was discovered at 117 Belton Ave. Rauch operator was notified. Dave Spencer was notified on 3-3-14. All asbestos should have been removed prior.

Latest Rauch Cure Letter timeline:

- 1-10-14 Served Cure Letter via fax and US mail/ received fax from Rauch acknowledging receipt of Cure Letter
- 1-14-14 Meeting with Dan Feucht -Rauch Controller, He agreed that they would complete work in 30 days. Kevin Powell reiterated that we were standing by the letter.
- 1-16-14 Required start date
- 1-29-14 RAPCA start date based on Rauch/Humble Env. SOP and Notification (day 19)
- 2-3-14 Actual start date (day 24)
- 2-9-14 Required completion date
- 2-18-14 6 of 12 demolitions completed to minimal rough grade (day 39)

NOP# 15

12/10/13

Steve R. Rauch, Inc.
1550 Soldiers Home- W. Carrollton Road
Dayton, Ohio 45418

Gentlemen:

Subject: NUISANCE ABATEMENT PROGRAM RESIDENTIAL DEMOLITION II
2011. CT11-0283

This Transmittal is Notice of Possession # 15 for the demolition and site clearance of the structures listed on the attached sheet.

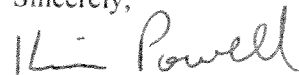
It is the contractors' responsibility to contact the Conservation Specialist prior to demolition of any structures. Failure to contact the Conservation Specialist and failure to obtain the required demolition inspections as outlined in the contract specifications may result in the contractor not being paid for the demolition of the structures.

It is mandatory that the contractor have an open hole inspection by the Conservation Specialist. The contractor at the time of this inspection must uncover the sanitary sewer lateral verifying that the sanitary plug is still intact, if not, the contractor is to recap and have the verifying inspection. **Failure to comply may result in non-payment for the demolition of the structures which were connected to said lateral.**

A Notice of Possession under this agreement hereby gives you possession of the entire parcel(s) including the structure and all contents, for the purpose of demolition and site clearance. This Notice of Possession becomes effective at 12:01 a.m. Eastern Standard Time in Ohio on **Dec. 11, 2013** which is established as the beginning date of demolition activities on this parcel(s). **Furthermore, the time for completion is 6 working days after the commencement of demolition.**

. Permits must be obtained before demolition commences.

Sincerely,



Kevin Powell
Manager
Housing Inspection

KP:wo

CT11-0283

12/10/2013

NOP #15

ADDRESS	LOT#	DEMO CU.FT.	DEBRIS CU.FT.	GRADING SQ.FT.
72 Oxford	23693	66,220		6,084
722-24 North Ave	7573	80,960		6,970
2117 E Fifth	5437	62,447		3,920
120 McClure	4151	24,728		3,049
TOTAL				
TOTAL ON CONTRACT		1,494,000	585	90,000
NOP 1-14A		1,387,195	360	89,583
NOP #15		234,355	0	20,023
	TOTAL USED	1,621,550	360	109,606
	BALANCE	-127,550	225	-19,606