

Project Number: 240199

PID #: 107395

Contract ID: MAH107395

EDGE Goal: 6.0%

Mahoning POR
/POR Culverts FY2024

CULVERT REPLACEMENT

Percentage of project Bidder must possess Work Types, and Perform Work: 50

**THE 2023 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT**

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Director

March 21, 2024

Submitted by _____

Bidder Id _____

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PN 019 – 01/20/2016 - PREPARATION OF PROPOSAL

ELECTRONIC BIDDING REQUIREMENTS

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare their bids electronically using Project Bids and submitted via Bid Express.

The Department will not accept handwritten bids or bids generated electronically from software other than that used and supplied by the Department. All handwritten bids and bids generated electronically from software other than that used and supplied by the Department shall be considered non-responsive and ineligible for award. The Department will only accept and consider bids that have been produced using Project Bids and submitted via Bid Express.

The Department's Office of Contracts will provide planholders with a proposal, plan set and any required addenda. Most addenda will not be provided by hard copy, but will be available on the Office of Contracts website at: <http://contracts.dot.state.oh.us>. Planholders will be notified of all addenda via email. All proposals, plans, Project Bids (EBSX) files and addenda are also available on the Office of Contracts web site.

Electronic bids must comply with all special provisions, the Construction and Material Specifications, Supplemental Specifications and the rules and regulations of the Ohio Department of Transportation regarding bid preparation and bid submittal.

Blank unit prices will be considered an invalid bid EXCEPT in the case of optional designs (projects where the bidder is required to bid on only one design). Unit prices of zero are not permitted at any time.

Addenda and/or amendments must be acknowledged in the Bid Acknowledgement section of the Project Bids (EBSX) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Project Bids (EBSX) submissions will result in the rejection of your bid.

Each bidder is required to file with his bid a certified check or cashier's check for an amount equal to five percent (5%) of its bid, but in no event more than fifty thousand dollars, or a bid bond for ten percent (10%) of its bid payable to the "Director of Transportation." Electronic bid bonds will be verified upon submission of bids through Bid Express. Bidders must obtain and verify a Bond ID number from the surety. This Bond ID must be entered in the "Bond ID Number" field in the Bid Bond Section of the Project Bids file.

If the contractor chooses to submit a certified check to guaranty its bid, the Department's Office of Contracts will accept a check up to 72 hours in advance of the letting. The Office of Contracts must receive the certified check by 10:00 a.m. on the day the project sells. All checks must be sent to ODOT, Office of Contracts, Attention: Letting Manager, First Floor, 1980 W. Broad St., Columbus, Ohio 43223.

The successful bidder must furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the awarded contract amount. (Ohio Revised Code Section 5525.16)

Any bid received after 10:00 a.m. on the scheduled day of opening will receive no further consideration for award. The Department will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the case of disruption of national communications or loss of services by <http://www.bidx.com> during this two-hour period, the Department will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

PN 033 - 04/18/2008 - AS PER PLAN DESIGNATION - PROPOSAL NOTE

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Ohio Department of Transportation Construction and Materials Specifications. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the Department that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the Department, or an action for recovery may be immediately commenced by the Department for recovery of said funds.

PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

It is the policy of the Ohio Department of Transportation that ODOT and the Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT. The provisions of this article shall become effective at the time ODOT executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT for all antitrust claims and causes of action regarding subcontractors.

PN 022 - 04/15/2013 - ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 123.152, the percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid. The percentage goal may be met if the Contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. If not EDGE certified, the Contractor must use its best efforts to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

If not EDGE certified, the Contractor must document the progress and efforts made in securing the services of EDGE subcontractors/suppliers. In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved and indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for an EDGE goal waiver is received:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. All solicitations made by the Contractor for subcontracting opportunities and EDGE quotes through SBN.
8. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.

9. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Deputy Director, Division of Construction Management
1980 West Broad Street, Mail Stop 4110
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process may be appealed to the Court of Claims.

AFFIDAVIT OF SUBCONTRACTOR PAYMENT

The Ohio Revised Code 123.152, requires the Ohio Department of Transportation (ODOT) to monitor and verify that work subcontracted to Encouraging Diversity, Growth and Equity (EDGE) firms is actually performed by the EDGE firms. The affidavit seeks to verify actual payments made to EDGE firms on the project. Each EDGE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the Contractor and subcontractor, or by the subcontractor and EDGE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, DBE Services Section, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio 43223.

SANCTIONS

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

- (1) letter of reprimand;
- (2) liquidated damages computed up to the amount of goal dollars not met;
- (3) cross-withhold from future projects;
- (4) contract termination and/or
- (5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

- (1) the magnitude and the type of offense;
- (2) the degree of the Contractor's culpability;
- (3) any steps taken to rectify the situation;
- (4) the Contractor's record of performance on other projects including, but not limited to:
 - a. annual EDGE participation over EDGE goals;
 - b. annual EDGE participation on projects without goals;
 - c. number of complaints the Ohio Department of Transportation has received from EDGE firms regarding the Contractor; and
 - d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
- (5) whether the Contractor falsified, misrepresented, or withheld information.

PN 016 - 10/15/2004 -STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Sections 153.59 and .591, of the Ohio Revised Code, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Section 153.60, of the Ohio Revised Code, and the Governor's Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

PN 090 – 01/15/2021 - WORK TYPE CODES AND DESCRIPTIONS

The Department will indicate the work type required for each pay item. If the line item does not have a corresponding work type, NR will be shown in the work type column. This proposal note will govern the assignment of work types to pay items.

However, the Contractor may perform incidental work items for which it does not hold the required work type provided the cost of the work does not exceed 5% of the total bid. The Contractor may also perform Work Type 26 (Structural steel painting) without holding the required work type provided the total area to be painted does not exceed 700 SF per structure. The Contractor may not perform any quantity of Work Type 55 or 56 unless they hold the required work type. The Contractor may perform Work Type 57 (Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers) without holding the required work type provided the total area to be sealed does not exceed 75 SY per project.

Listed below are the work types for this proposal. In accordance with Ohio law, a bidder must possess work types, and perform work equal to the percentage included on the front cover of this proposal. This is a percentage of the total amount of the submitted bid price. The Director may, by insertion of a contract provision, reduce the fifty percent amount.

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening

5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicide Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members
27	Expansion & Contraction Joints, Joint sealers, Bearing Devices	55	Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

PN 060 – 04/20/2018 - PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL AID

The following is in addition to Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check or direct deposit to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the ~~District Prevailing Wage Coordinator (DPWC)~~ District Contractor Compliance Officer (CCO) if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

The Prime Contractor shall submit to the designated Department representative, certified payrolls for the Prime Contractor and all subcontractors on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the ~~DPWC~~ CCO a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code, are strictly adhered to by all subcontractors.

The Prime Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The Prime Contractor and all subcontractors shall submit via the Department's Civil Rights & Labor System (CRL), certified payrolls each week beginning three weeks after the start of work. The Department will not accept payrolls not uploaded via CRL (i.e. - no handwritten payrolls). These payrolls shall include, but not be limited to, the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative will be done online through CRL.

CRL Requirements with interactive training guides can be found at transportation.ohio.gov/CRL.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project. Instructions for attaching the apprenticeship certificate can also be found at transportation.ohio.gov/CRL under "Attaching the Apprenticeship Certificate."

If the Prime Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Prime Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

PN 045 - 10/15/2004 - NON - COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PN 031 – 07/21/2023 - PROMPT PAYMENT - ODOT-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT (the Department) and, by extension, its Prime Contractors and Subcontractors (including DBEs and non-DBEs and including traditional subcontractors as well as material suppliers and trucking firms, collectively referred to herein as Subcontractors). The State of Ohio's laws related to prompt payment are published in Ohio Revised Code (ORC) 4113.61. ORC 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for contracts with U.S. Department of Transportation financial assistance (i.e., federally-funded contracts), Title 49, Part 26, Section 29 of the Code of Federal Regulations (CFR) (i.e., 49 CFR 26.29).

The Department monitors the payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for federally funded contracts, 49 CFR 26.29. To facilitate this monitoring, the Department requires Prime Contractors to report their remitted payments to specified Subcontractors, and Subcontractors to report their remitted payments to specified lower-tier Subcontractors, as follows.

- Prime Contractors must report remitted payments to subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firms (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) (collectively, Subcontractors).

- Subcontractors must report remitted payments to lower-tier subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only), and trucking firms (DBE/EDGE only) (collectively, “Lower-tier Subcontractors”).

The Prime Contractor must report remitted payments to Subcontractors within 10 calendar days of each payment it receives from the Department. Each Subcontractor must report remitted payments to Lower-tier Subcontractors within 10 calendar days of receipt of each payment received from the Prime Contractor. Payers must report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Payment is defined as: issuing Electronic Funds Transfer (EFT) or putting a check in the mail to a subcontractor. The 10 calendar day requirement is met the date that the payment is issued to the subcontractor, not received.

All subcontractor payment reporting must take place within the Signet® application. Signet is a third-party service supported by the vendor for usage by the Prime Contractor and subcontractors. Signet is only a reporting tool; it does not process financial transactions. ODOT does not provide direct technical support for Signet.

All projects that have at least one Subcontractor are required to use Signet. Anyone needing access to Signet must submit a request to signet-support@infotechinc.com. Licensing and usage fees for the Signet service are incidental to the Project. The Signet vendor will charge a set fixed fee of \$1,000 per each Contract requiring Signet regardless of Contract value, Contract duration, or number of subcontractors. Prime Contractors are responsible for obtaining a Project-specific Signet license regardless of the number of Subcontractor payments made. The Prime Contractor shall be responsible for paying this fee to the Signet vendor. Helpful information on reporting Subcontractor payments in Signet may be found (as of the date of this Proposal Note) at <https://infotechinc.zendesk.com> (click Signet).

If a Prime does not anticipate having at least one subcontractor, they are not required to obtain a Signet license for that project. However, at any point in the life of the contract the Prime determines that there will be a Subcontractor, they have 10 days to notify the Department and obtain a Project-specific Signet license.

If any contractor or Subcontractor has not previously worked on an ODOT project and/or does not have a AASHTOWare Project™ - Civil Rights & Labor (CRL) account, that contractor or Subcontractor must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so contractors and Subcontractors MUST have accounts for both systems.

Prime Contractors and Subcontractors shall not record or verify payments in CRL for Projects requiring Signet.

The payer (whether Prime Contractor or Subcontractor) must report the following information:

- 1.) The name of the payee;
- 2.) The dollar amount of the payment to the payee;
- 3.) The date the payee was paid;
- 4.) The retainage or other amount withheld (if any), and the reason for the withholding (if other than for retainage).

- 5.) For DBEs, the purpose of the payment (e.g., subcontracting, trucking, supply (manufacturer), supply (regular dealer), supply (broker).
- 6.) Anything else Signet asks for.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being commingled with a payment for work performed or materials supplied).

Subcontractors and Lower-tier Subcontractors must verify, in Signet, each payment reported by a payer within 10 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected or not.

The Prime Contractor must include the above prompt payment and reporting requirements in all Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firm (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) agreements that it enters into and further require that all such subcontractors include the same prompt payment and reporting obligation in their lower-tier Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only), and trucking firm (DBE/EDGE only) agreements. The project specific Signet license is applicable to all Project subcontracts and subcontractors.

Note: Payments made to non-DBE/EDGE suppliers and trucking firms need not be reported. However, as required in C&MS 107.21 and in accordance with ORC 4113.61, contractors are required to make payment to each subcontractor and supplier within 10 calendar days after receipt of payment from the Department for work performed or materials delivered or incorporated into the project—this requirement includes non-DBE/EDGE suppliers and trucking firms. If a contractor does not comply with this requirement, penalties in accordance with ORC 4113.61 may apply.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (DBE and non-DBE), suppliers (DBE only), and trucking firms (DBE only). The payment data reported must include any retainage (and/or other amounts) withheld and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 calendar days of the payment being reported. Your lower-tier Subcontractor (DBE and non-DBE), supplier (DBE only), and trucking firm (DBE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (DBE or non-DBE), supplier (except non-DBE) and/or trucking firm (except non-DBE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet system. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

Anyone needing access to Signet may submit a request to signet-support@infotechinc.com.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SUGGESTED SUB AGREEMENT LANGUAGE – NON-FEDERAL-AID CONTRACTS

Suggested language for the non-federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (EDGE and non-EDGE), suppliers (EDGE only), and trucking firms (EDGE only). The payment data reported must include any retainage (and/or other amounts withheld) and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 days of the payment being reported. Your lower-tier Subcontractor (EDGE and non-EDGE), supplier (EDGE only), and trucking firm (EDGE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (EDGE or non-EDGE), supplier (except non-EDGE) and/or trucking firm (except non-EDGE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet application. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PROMPT PAYMENT

Failure by the Prime Contractor to follow Prompt Payment requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Prompt Payment requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the subcontractor(s) that was not reported or paid (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Prompt Payment violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
- 3rd Level Occurrence: The Prime Contractor may be required to pay interest in the amount of 18% per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest (applies if a pattern of not paying subcontractor(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation and/or debarment).

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by ODOT.

RETURN OF RETAINAGE

Failure by the Prime Contractor to follow Return of Retainage requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Return of Retainage requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);
- 2nd Level Occurrence: The Department may withhold an estimate in the amount of retainage due to the subcontractor(s) (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Return of Retainage violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
 - Repeat Occurrences: Continued non-compliance is a material breach of contract and will be treated as such. ODOT can pursue other remedies available by law including suspension, revocation and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by ODOT.

PN 040 – 05/30/23 - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE PURPOSES

Executive Order 2022-02D "*State of Ohio's Response to Russia's Unjust War on the Country of Ukraine*" prohibits purchases from or investment in a Russian institution or company. This Order shall be read in conjunction with Executive Order 2019-12D "*Governing the Expenditure of Public Funds for Offshore Services*" which already largely prohibits the contracting and purchasing of services from overseas sources, including subcontractors.

The Ohio Department of Transportation will not enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside of the United States, unless a duly signed waiver from the Department of Administrative Services has been obtained. State Data includes all data and information provided by, created by, created for, or related to activities of the State and any information from, to, or related to all persons that conduct business activities within the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified, or deleted or disclosed without authorization.

Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The Department does not waive any other rights and remedies provided to the Department in the Contract.

Further, the Department will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of Executive Order 2022-02D. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must sign and complete the attached Affirmation and Disclosure Form and return the form with the executed contract. By signing the Disclosure and Affirmation Form, the Contractor is acknowledging that it understands and will meet the requirements of the above prohibitions. During the performance of this Contract, if the Contractor changes or adds to the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

(The remainder of this page is left intentionally blank.)

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address) (City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

Contractor affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

PN 034 – 07/21/2023 – SUPPLEMENTAL SPECIFICATION 832 COMPENSATION

All BMP listed in SS832 Appendix F are compensated per SS832, Appendix F dated July 21, 2023.

PN 116 - 10/16/2015 – 104.02 ADJUSTMENT EXCLUSIONS

The Engineer shall NOT adjust unit prices as described in 104.02.D.2 on this project. In the C&MS section 104.02.D.2, delete the second paragraph, Table 104.02-2 and Table 104.02-3.

UTILITY NOTE
MAH/POR-CULVERTS-2024
PID: 107395
Date: 12/5/2023

- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Proposed R/W & Construction Centerline*.
- If there are any discrepancies between field markings and what the highway plan indicates, please contact **PETER DINH (330-786-3132)** prior to any subsurface work being initiated. If applicable, test hole data sheets will be provided to ODOT's Project Engineer and the State's Highway Contractor at the Pre-Construction Meeting.
- All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and (District Utilities Coordinator or Design Consultant). ODOT shall not be held responsible for delay claims resulting from agreements made between the utility companies and the State's Highway Contractor without ODOT's prior consent to the agreement.
- The State's Highway Contractor shall notify ODOT's Project Engineer, **in writing**, within **24 hours** of any project related contact with a utility company.
- Company work time frames **DO NOT** include Ohio Revised Code 48-hour One Call requirements.
- Utility relocation work is based on the sequence of construction in the highway plan. Any changes made to the sequence of construction, after the project is sold, may impact the utility relocation completion dates.
- It **should not** be assumed a Company's work, in all locations, can be performed concurrently, unless otherwise noted. The number of working days for a Company to perform their relocation work may not be consecutive.
- Non-compliance in meeting established target dates could cause ODOT to incur project delays and/or additional costs. In this regard, 5515.02 ORC gives the Department the authority to ensure project clearance and recover costs.
- For further responsibilities of the State's Highway Contractor and Utility Companies, see the *Department of Transportation Construction and Material Specifications*, sections 105.07 & 107.16.
- The Companies shall comply with the following requirements, regarding restoration of areas within the project limits, where their facilities have been relocated due to proposed project work:
 - All excavations shall be backfilled with suitable material and compacted to ODOT specifications.
 - Mounding of dirt over trenches will not be permitted. Preliminary cleanup will be required while working and unsuitable material hauled away.
 - Trenches are not to remain open overnight, other than what is needed to start the next day's work. Those trenches shall be covered with a steel plate and designated with safety cones or barrels.
 - All disturbed right of way shall be restored to its original condition or better, and seeded and mulched as per Item 659, ODOT specifications. ***Excavations must be restored within 7 days of original date of disturbance.***
 - All trenched driveway approaches shall be backfilled with granular material and compacted to ODOT specifications. Driveway surfaces shall be replaced in kind. Consult with (District Utilities Coordinator or Design Consultant) on how to handle disturbed sidewalks.

- The following aerial relocation work is complex and must be performed in a certain order. One company's time schedule will depend on the other companies performing their work. The aerial relocation work will be performed in the following descending order.
- The State's Highway Contractor may need to coordinate his underground work with a/all Utility Companies within the project limits.

-MAH-224-3.95/4.20:

Brightspeed

ATTN: Dave Rummell
330-219-2773 Cell

The company has facilities within the project limits. The Company will be abandoning their underground facilities from STA. 68+30.00, 25' RT. to STA. 71+60.00, 25' RT. The company will reattach from the same stationed poles and run their lines aerially.

The Company does not anticipate any other conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Charter (Mahoning)

ATTN: Jason Sprague
440-361-0024 Cell

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Cobra Piepline / Orwell Trumbull

ATTN: Elliot Duly
440-728-0957

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when working or digging near the owner's facilities including but not limited to test boxes, curb stop, gate valves, mainline and service. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Dominion Energy

ATTN: Micah Risacher

440-371-1533 Cell

The Company has facilities within the project limits as shown on the plans. The Company will be relocating their facilities for the project as follows:

Note	Station	Offset		Station	Offset	Depth below Existing Ground
Tie-in to Existing			to	57+10	30' Lt.	36"
New	57+10	30' Lt.	to	57+10	35' Lt.	36"
New	57+10	35' Lt.	to	58+30	35' Lt.	36"
New	58+30	35' Lt.	to	58+30	30' Lt.	36"
Tie-in to Existing	58+30	30' Lt.				36"

Note	Station	Offset		Station	Offset	Depth below Existing Ground
Tie-in to Existing			to	69+25	30' Lt.	36"
New	69+25	30' Lt.	to	69+25	35' Lt.	36"
New	69+25	35' Lt.	to	70+25	35' Lt.	36"
New	70+25	35' Lt.	to	70+25	30' Lt.	36"
Tie-in to Existing	70+25	30' Lt.				36"

The Company does not anticipate any other conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when digging near the Owner's facilities including but not limited to test boxes, curb stops, gate valve boxes, mainline and services. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Ohio Edison

Donald "Josh" Trego

330-907-7957 Cell

The company has facilities within the project limits. The maximum operating voltage for the lines is under 50 kV. The company's lines will not be relocated for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Unless otherwise specified, the overhead conductors within this project area will remain energized for the duration of the project. Caution must be exercised by the State's Highway Contractor to ensure that OSHA safety standards are observed.

-POR-44-17.02:

AT&T

ATTN: Torrice Robinson
330-734-5117 cell

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Charter Communications (Portage)

ATTN: Ron Ickes
330-494-9200

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Everstream

ATTN: Gio Reillo
216-905-0780 Office

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Utility Pipeline, Ltd. (Knox)

ATTN: Kyle Underwood
740-605-0713 Cell

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when working or digging near the owner's facilities including but not limited to test boxes, curb stop, gate valves, mainline and service. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Northwood Energy Corporation

ATTN: Corey McCudden
614-457-1024 ext 248

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when working or digging near the owner's facilities including but not limited to test boxes, curb stop, gate valves, mainline and service. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Ohio Edison

Donald "Josh" Trego
330-907-7957 Cell

The company has facilities within the project limits. The maximum operating voltage for the lines is under 50 kV. The company's lines will not be relocated for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Unless otherwise specified, the overhead conductors within this project area will remain energized for the duration of the project. Caution must be exercised by the State's Highway Contractor to ensure that OSHA safety standards are observed.

OWS Acquisition Co.

ATTN: Troy Valasek
330-587-1009

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when working or digging near the owner's facilities including but not limited to test boxes, curb stop, gate valves, mainline and service. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Portage County Water Resources

Attn: Jonathan Vence
(330) 297-3677

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

-POR-303-9.31:

AT&T

ATTN: Torrice Robinson
330-734-5117 cell

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Dominion Energy

ATTN: Micah Risacher
440-371-1533 Cell

The Company has facilities within the project limits as shown on the plans. The Company will be relocating their facilities for the project as follows:

Note	Station	Offset		Station	Offset	Depth below Existing Ground
Tie-in to Existing			to	194+00	25' Lt.	36"
New	194+00	25' Lt.	to	491+10	35' Lt.	36"
New	491+10	35' Lt.	to	491+10	50' Lt.	36"
New	491+10	50' Lt.	to	491+35	60' Lt.	36"
New	491+35	60' Lt.	to	491+70	25' Lt.	36"
New	491+70	25' Lt.	to	491+80	25' Lt.	36"
Tie-in to Existing	491+80	25' Lt.				36"

The Company does not anticipate any other conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

The State's Highway Contractor shall use caution when digging near the Owner's facilities including but not limited to test boxes, curb stops, gate valve boxes, mainline and services. Costs incurred by damages to the Company's facilities could be billed to damaging party.

Everstream

ATTN: Gio Reillo
216-905-0780 Office

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Ohio Edison

Donald "Josh" Trego
330-907-7957 Cell

The company has facilities within the project limits. The maximum operating voltage for the lines is under 50 kV. The company's lines will not be relocated for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Unless otherwise specified, the overhead conductors within this project area will remain energized for the duration of the project. Caution must be exercised by the State's Highway Contractor to ensure that OSHA safety standards are observed.

Portage County Water Resources

Attn: Jonathan Vence
(330) 297-3677

The company has facilities within the project limits. The Company will not be relocating their facilities for this project.

The Company does not anticipate any conflicts with the proposed work. If a conflict does arise, the State's Highway Contractor will immediately contact the Company and ODOT Project Engineer, so the proper actions can be taken to prevent delay of construction.

Utility Note prepared by Peter Dinh

Project Number: 240199

To the Director of the Ohio Department of Transportation: The undersigned, having full knowledge of the site, plans and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date Set for Completion: **8/31/2024**

Unit Price Contract

Project Number: 240199

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11001	CLEARING AND GRUBBING, AS PER PLAN (MAH-224-3.97) (WT: 01)	01	LS	1.000
0002		201E11001	CLEARING AND GRUBBING, AS PER PLAN (MAH-224-4.21) (WT: 01)	01	LS	1.000
0003		201E11001	CLEARING AND GRUBBING, AS PER PLAN (POR-303-9.31) (WT: 01)	01	LS	1.000
0004		201E11001	CLEARING AND GRUBBING, AS PER PLAN (POR-44-17.02) (WT: 01)	01	LS	1.000
0005		202E11000	STRUCTURE REMOVED (WT: 23)	23	LS	1.000
0006		202E20010	HEADWALL REMOVED (WT: NR)	NR	EACH	3.000
0007		202E23000	PAVEMENT REMOVED (WT: NR)	NR	SY	705.000
0008		202E35100	PIPE REMOVED, 24" AND UNDER (WT: NR)	NR	FT	20.000
0009		202E35200	PIPE REMOVED, OVER 24" (WT: NR)	NR	FT	99.000
0010		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	1,217.000
0011		202E58100	CATCH BASIN REMOVED (WT: NR)	NR	EACH	1.000
0012		202E98100	REMOVAL MISC.: INSPECTION WELL (WT: NR)	NR	EACH	4.000
0013		202E98200	REMOVAL MISC.: CONDUIT (WT: NR)	NR	FT	40.000
0014		203E10000	EXCAVATION (WT: 06)	06	CY	824.000
0015		203E20000	EMBANKMENT (WT: 06)	06	CY	914.000
0016		203E20001	EMBANKMENT, AS PER PLAN (WT: 06)	06	CY	12.000
0017		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	681.000
0018		204E45000	PROOF ROLLING (WT: NR)	NR	HOUR	4.000
0019		606E15050	GUARDRAIL, TYPE MGS (WT: 36)	36	FT	1,037.500
0020		606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS (WT: 36)	36	FT	1,445.000
0021		606E26150	ANCHOR ASSEMBLY, MGS TYPE E, MASH 2016 (WT: 36)	36	EACH	12.000
0022		606E26550	ANCHOR ASSEMBLY, MGS TYPE T (WT: 36)	36	EACH	4.000
0023		690E12060	SPECIAL - PAVEMENT OVERLAY FABRIC COMPOSITE (WT: NR)	NR	SY	112.000
0024		690E98400	SPECIAL - SURVEY CONTROL VERIFICATION (MAH-224-3.97/4.21) (WT: NR)	NR	LS	1.000
0025		690E98400	SPECIAL - SURVEY CONTROL VERIFICATION (POR-303-9.31) (WT: NR)	NR	LS	1.000
0026		690E98400	SPECIAL - SURVEY CONTROL VERIFICATION (POR-44-17.02) (WT: NR)	NR	LS	1.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0027		601E10000	RIPRAP (WT: 35)	35	SY	8.000
0028		601E32004	ROCK CHANNEL PROTECTION, TYPE A WITH GEOTEXTILE FABRIC (WT: 35)	35	CY	23.000
0029		601E32104	ROCK CHANNEL PROTECTION, TYPE B WITH GEOTEXTILE FABRIC (WT: 35)	35	CY	19.000

Project Number: 240199

0030		601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER (WT: 35)	35	CY	4.000
0031		659E00300	TOPSOIL (WT: 46)	46	CY	309.000
0032		659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	2,788.000
0033		659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	0.370
0034		659E31000	LIME (WT: 46)	46	ACRE	0.580
0035		659E35000	WATER (WT: 46)	46	MGAL	15.000
0036		832E30000	EROSION CONTROL (WT: 08)	08	EACH	10,000.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0037		503E11100	COFFERDAMS AND EXCAVATION BRACING, (MAH-224-3.97) (WT: 35)	35	LS	1.000
0038		503E11100	COFFERDAMS AND EXCAVATION BRACING, (MAH-224-4.21) (WT: 35)	35	LS	1.000
0039		503E11100	COFFERDAMS AND EXCAVATION BRACING, (POR-303-9.31) (WT: 35)	35	LS	1.000
0040		503E11100	COFFERDAMS AND EXCAVATION BRACING, (POR-44-17.02) (WT: 35)	35	LS	1.000
0041		602E20000	CONCRETE MASONRY (WT: 35)	35	CY	9.000
0042		611E04400	12" CONDUIT, TYPE B (WT: 35)	35	FT	40.000
0043		611E05100	12" CONDUIT, TYPE E (WT: 35)	35	FT	40.000
0044		611E05200	12" CONDUIT, TYPE F (WT: 35)	35	FT	40.000
0045		611E10600	24" CONDUIT, TYPE C, 706.02 (WT: 35)	35	FT	53.000
0046		611E16200	36" CONDUIT, TYPE A, 707.04, 706.02, 707.32 (WT: 35)	35	FT	119.000
0047		611E53000	38" X 60" CONDUIT, TYPE A, 706.04 (WT: 35)	35	FT	58.000
0048		611E53201	48" X 76" CONDUIT, TYPE A, 706.04, AS PER PLAN (WT: 35)	35	FT	90.000
0049		611E97400	CONDUIT, MISC.: TYPE B FOR DRAINAGE DISCHARGE CONTINUANCE (WT: 35)	35	FT	40.000
0050		611E97400	CONDUIT, MISC.: TYPE C FOR DRAINAGE DISCHARGE CONTINUANCE (WT: 35)	35	FT	40.000
0051		611E97400	CONDUIT, MISC.: TYPE E FOR DRAINAGE DISCHARGE CONTINUANCE (WT: 35)	35	FT	40.000
0052		611E97400	CONDUIT, MISC.: TYPE F FOR DRAINAGE DISCHARGE CONTINUANCE (WT: 35)	35	FT	40.000
0053		611E98470	CATCH BASIN, NO. 2-2B (WT: 35)	35	EACH	1.000
0054		611E99574	MANHOLE, NO. 3 (WT: 35)	35	EACH	1.000
0055		611E99720	INSPECTION WELL (WT: 35)	35	EACH	4.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0056		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE, (T=1.5") (WT: 13)	13	SY	1,216.000
0057		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE, (T=3") (WT: 13)	13	SY	590.000
0058		255E20000	FULL DEPTH PAVEMENT SAWING (WT: 15)	15	FT	98.000

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0059		301E56000	ASPHALT CONCRETE BASE, PG64-22, (449) (WT: 10)	10	CY	178.000
0060		304E20000	AGGREGATE BASE (WT: 09)	09	CY	136.000
0061		407E20000	NON-TRACKING TACK COAT (WT: 10)	10	GAL	341.000
0062		408E10000	PRIME COAT (WT: 10)	10	GAL	178.000
0063		441E70101	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), AS PER PLAN, PG64-22 (WT: 10)	10	CY	175.000
0064		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	28.000

Section 0005 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0065		626E00110	BARRIER REFLECTOR, TYPE 2, BIDIRECTIONAL (WT: NR)	NR	EACH	55.000
0066		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	60.000
0067		630E80100	SIGN, FLAT SHEET, 730.20 (WT: 42)	42	SF	8.000
0068		630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	8.000
0069		630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	8.000
0070		642E00104	EDGE LINE, 6", TYPE 1 (WT: 45)	45	MILE	0.240
0071		642E00300	CENTER LINE, TYPE 1 (WT: 45)	45	MILE	0.120

Section 0006 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0072		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	100.000
0073		614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0074		614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	15.000
0075		614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	12.000

Section 0007 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0076		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0077		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0078		619E16010	FIELD OFFICE, TYPE B (WT: NR)	NR	MNTH	8.000
0079		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0080		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000
0081		809E70050	AS-BUILT CONSTRUCTION PLANS (WT: NR)	NR	LS	1.000