

**Project Number:** 260375

**PID #:** 116009

**Contract ID:** D03116009

ASHLAND  
D03 PR FY2027 (B)

NON-FEDERAL

PRUNING/OR TREE/BRUSH REMOVAL

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

Pamela Boratyn, Director

August 13, 2026

Submitted by \_\_\_\_\_

Bidder Id \_\_\_\_\_

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## **PN 019 – 1/28/2026 - 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 and submit their bids electronically using Enhanced Bidding 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 and submitted using Enhanced Bidding 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: <https://contracts.dot.state.oh.us>. Planholders will be notified of all addenda via email. All proposals, plans 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 bid 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, 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. Submitted bids must incorporate all addenda/amendments that are posted for that project by the bid deadline. Failure to incorporate changed quantities or items in the Enhanced Bid submission will result in the rejection of the bid.

Bidder data required under 49 CFR § 26.11 must be obtained for all DBEs and non-DBEs, who bid as prime contractors and subcontractors on each federally assisted contract. Information collected must be submitted with bids and incorporated into the Project Bids/Bidders List tab. The Bidders List Template (Excel file) must be downloaded from our website, the link can be found on the Bidders List tab in the bid. This file will be filled out and submitted with the bid on Bidx. Failure to submit the required Bidders List information may result in rejection of the 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 bid.

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 <https://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 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 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 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 090 – 04/08/2025 - 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 1000 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://pwr.com.ohio.gov/>

***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 ~~DPWG~~ 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 <https://www.transportation.ohio.gov/working/construction/crl/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 <https://www.transportation.ohio.gov/working/construction/crl/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 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

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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: \_\_\_\_\_



All BMP listed in SS832 Appendix F are compensated per SS832, Appendix F dated July 19, 2024

**PN 150 – 1/16/2026 - DIGITAL DATA FOR ASPHALT, AGGREGATE, AND CONCRETE MATERIAL TICKETING UTILIZING E- TICKETING PORTAL**

**Description:**

This work consists of providing digital data transfer (e-Ticket) for asphalt material weight tickets, concrete batch plant tickets, and aggregate delivery tickets information.

Provide material ticket information in a digital format directly recorded from the material loading source as described below. The complete set of information for each distinct load shall be considered a single 'e-Ticket'.

For asphalt materials, provide digital data that replicates the information currently required on hard copy tickets as specified in Supplement 1101.02.B. In addition, include a "trucking identifier" field containing the trucking company name, truck license plate number, or another unique identifier to allow field personnel to match the physical delivery with the e-Ticket. Also include the JMF conversion factor.

For concrete materials, provide digital data that replicates the information required on batch tickets as specified in CMS Table 499.07-1.

For stone materials, provide digital data that replicates the information required on delivery tickets as specified in Supplement 1069.10.A.

This note does not supersede any other commercial regulations or any other legal requirements governing the transportation of commercial materials. This does not preclude or dismiss any requirement for paper tickets required by other rules and regulations separate from the Department.

**Requirements:**

Send digital ticket information directly to the Department's e-Ticketing Portal as the individual material loads are generated and shipped to the Project. Ensure each e-Ticket contains all information required per the applicable material specification for weight measurement and other material characteristics.

The Department will reject any load that does not have a corresponding e-Ticket unless the Engineer determines the cause is beyond the Contractor's control. In such circumstances, paper tickets may be permitted.

An e-Ticket is considered valid when it includes all required fields, matches the physical delivery, and is received by the Department's Portal prior to material arrival on site.

In the event of a system outage or loss of connectivity, revert to paper ticketing and notify the Engineer immediately. Resume e-Ticketing as soon as feasible.

**Setup, Calibration, and Data Integration:**

At the Preconstruction Meeting, provide a list of all intended material suppliers who either do not use electronic load-out software or whose systems cannot support e-Ticketing.

The Department will coordinate with listed suppliers to assess the feasibility of implementing e-Ticketing. Require suppliers to fully cooperate with the Department during this evaluation.

If the Department determines that e-Ticketing is reasonably achievable but the supplier is unwilling to comply, use an alternative supplier capable of supporting e-Ticketing. If the Department determines the supplier cannot reasonably achieve digital data transfer, the Department will allow the use of paper tickets.

The material supplier shall cooperate with the Ohio Department of Transportation's (ODOT's) e-Ticketing Portal vendor in the creation of an Application Programming Interface (API) to integrate material source load read-out data with the Department's e-Ticketing Portal. The Department's e-Ticketing portal vendor shall be responsible for leading the API creation. Upon completion, use the API to transmit digital load-out data from the weighing system to the Department's Portal. If



any load read-out weighing system changes are intended by the supplier after the creation of the supplier specific API, coordinate with the ODOT to ensure API compatibility.

Ensure digital data replicates the content of the current paper ticket formats and conforms to the structure and nomenclature as defined in Department's Supplement 1101.02.B, CMS Table 499.07-1 & Supplement 1069.10.A.

Conduct a test of each supplier's integration with the Department's e-Ticketing Portal prior to shipping material to the Project. Complete test at least 14 days prior to shipping material unless otherwise approved by the Engineer. The test must involve at least four test e-Tickets from each supplier approved for used on the project for materials to be used on the Project. The test e-Tickets must accurately reflect the proper nomenclature and accuracy defined; all other categories shall be marked "TEST". After the Engineer confirms the test e-Tickets have been entered into the Department's e-Ticket Portal, void the test e-Tickets with the reason "Setup Testing".

Ensure continued internet connectivity during the API usage to maintain connection the Department's e-Ticketing Portal During material production and delivery to the Project. Ensure delivery of e-Ticket prior to the material arriving on the Project, but not prior to the loading of material at the source.

Upon successful testing of the data integration, physical material tickets are not required for the Department but may be necessary for truck drivers per Ohio Revised Code Section [5577.043](#).

#### Data Access and Use

The Department will provide the Contractor and material suppliers with access to the transferred e-Ticket data through the e-Ticketing Portal at no cost. This access includes the ability to view, download, and summarize ticket data for internal use.

The Department and its e-Ticketing Portal vendor will not provide data analysis, custom reporting, or interpretation of the transferred data. Contractors and suppliers are responsible for any analysis or reporting beyond the standard data access provided.

#### Payment:

Assume approximately 16 person-hours for initial API setup. Consider this work incidental to the cost of the material.

For extreme cases involving excessive effort to establish API integration or digital data transfer, notify the Engineer in accordance with CMS 108.02.F.

All costs associated with creating and maintaining the API and providing digital ticketing data are incidental to the item of work.

### **PN 070 – 2/18/2026 – Compliance with E-Verify Workforce Integrity Act**

Contractor and any Subcontractor must, at all times during performance of the Contract, comply with the provisions of the State of Ohio's *E-Verify Workforce Integrity Act* (Ohio Revised Code 4151.01 to 4151.03) and must verify the identity and legal working status of each employee hired to perform work on the Project through the e-verify program.

**Project Number: 260375**

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: **4/30/2027**

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**Unit Price Contract**

Project Number: 260375

**Section 0001 ROADWAY**

| Line  | Alt | Item Code | Item Description                                 | WT | Unit | Quantity |
|-------|-----|-----------|--------------------------------------------------|----|------|----------|
| 00001 |     | 201E20010 | SPECIAL - TREE REMOVED, 3"-12" DIAMETER (WT: NR) | NR | EACH | 963.000  |
| 00002 |     | 201E21800 | TREE REMOVED, 18" DIAMETER (WT: NR)              | NR | EACH | 232.000  |
| 00003 |     | 201E23000 | TREE REMOVED, 30" DIAMETER (WT: NR)              | NR | EACH | 39.000   |
| 00004 |     | 201E24800 | TREE REMOVED, 48" DIAMETER (WT: NR)              | NR | EACH | 15.000   |
| 00005 |     | 201E26000 | TREE REMOVED, 60" DIAMETER (WT: NR)              | NR | EACH | 7.000    |

**Section 0002 EROSION CONTROL**

| Line  | Alt | Item Code | Item Description         | WT | Unit | Quantity   |
|-------|-----|-----------|--------------------------|----|------|------------|
| 00006 |     | 832E30000 | EROSION CONTROL (WT: 08) | 08 | EACH | 10,000.000 |

**Section 0003 INCIDENTALS**

| Line  | Alt | Item Code | Item Description                                                    | WT | Unit | Quantity |
|-------|-----|-----------|---------------------------------------------------------------------|----|------|----------|
| 00007 |     | 103E05000 | PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR) | NR | LS   | 1.000    |
| 00008 |     | 614E11000 | MAINTAINING TRAFFIC (WT: 39)                                        | 39 | LS   | 1.000    |
| 00009 |     | 624E10000 | MOBILIZATION (WT: NR)                                               | NR | LS   | 1.000    |