OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
682 Prospect Street
Berea, Ohio 44017
(440) 971-2081

LOI NO. 20-2026

REQUEST FOR LETTERS OF INTEREST (LOIs) FOR GENERAL ENGINEERING SERVICES

PROJECT NOS. 99-27-01(02)

ISSUE DATE:	**October 30, 2026**
INQUIRY END DATE:	**5:00 PM (Eastern) on November 13, 2026**
LETTERS OF INTEREST DUE DATE:	**5:00 PM (Eastern) on November 30, 2026** (late LOIs will not be considered)
COMMISSION MEETING:	**January 19, 2027** (anticipated meeting for contract award; subject to change)

The SBE goal for this project is 15%

SUBMITTED BY:

COMPANY NAME _____

CONTACT NAME_____

STREET ADDRESS_____

CITY AND STATE _____

ZIP CODE _____ TELEPHONE NUMBER_____

EMAIL ADDRESS_____

TABLE OF CONTENTS

PART I. BACKGROUND INFORMATION 1
PART II. ASSISTANCE FROM COMMISSION PERSONNEL 1
PART III. LOI REQUIREMENTS 1
PART IV. FORM CONTRACT REQUIREMENTS 3
PART V. SUBMISSION REQUIREMENTS 3
PART VI. INQUIRY SUBMISSION INSTRUCTIONS 4
PART VII. LOI SUBMISSION INSTRUCTIONS 4
PART VIII. EVALUATION OF LOIs 4
PART IX. OFFICE OF OPPORTUNITY AND INCLUSION 6
PART X. DEVIATIONS, EXCEPTIONS AND ADDENDA TO REQUEST FOR LOIs 6
PART XI. LEGAL REQUIREMENTS 7
PART XII. APPEAL PROCESS 9

APPENDIX A – Scope of Services
APPENDIX B – Form of Contract for General Engineering Services
APPENDIX C – Non-Collusion Affidavit
APPENDIX D – Ethics Policy
APPENDIX E – Combination Affirmation and Disclosure Form (Executive Order 2019-12D and Executive Order 2022-12D)
APPENDIX F – Office of Opportunity and Inclusion Forms

LOI NO. 20-2026

REQUEST FOR LETTERS OF INTEREST (LOIs) FOR GENERAL ENGINEERING SERVICES

PART I. BACKGROUND INFORMATION

The Ohio Turnpike and Infrastructure Commission ("Commission"), a body corporate and politic constituting an instrumentality of the State of Ohio, is responsible for operating and maintaining the Ohio Turnpike, a toll road officially known as the James W. Shocknessy Ohio Turnpike. The Ohio Turnpike is a limited access highway extending 241 miles across northern Ohio. Additional information regarding the Commission and the Ohio Turnpike can be found at https://www.ohioturnpike.org/home.

The Commission issues this Request for Letters of Interest seeking to select qualified consultant(s) ("Consultant") to provide general engineering services, on an assignment basis, as further described in Appendix A. It is the Commission's intent to select two (2) Consultants and enter into contracts to perform the services over an approximately two (2) year term.

The contract (the form of which is set forth in Appendix B) shall commence on the date that the Chief Engineer/Deputy Executive Director issues the first assignment letter and continue through the completion of the assignments even if the project will not be completed until after the two (2) year term of the contract. The total amount payable to each Consultant(s) under their respective contracts shall not exceed $800,000.00.

Any person responding (a "Respondent") must clearly demonstrate depth of experience in providing general engineering services, including familiarity with the various methodologies and industry best practices for performing the required tasks. Demonstrated experience in providing the necessary services is required, as well as relevant testing lab accreditations and certifications.

Letters of Interest shall serve to provide information for the Commission to evaluate the Respondent's qualifications to perform the services required for the Project. Those firms interested in responding to the Request for Letters of Interest must have a completed "Request for Qualifications" ("RFQ") package for calendar years 2025-2026 on file with the Commission to be considered as a potential Respondent. If a firm has not already responded to the RFQ, the RFQ package may be obtained through the inquiry process and its response submitted simultaneously with the LOI.

PART II. ASSISTANCE FROM COMMISSION PERSONNEL

Commission personnel will be available to assist, as needed, with the coordination of the various aspects of any assignments issued by the Chief Engineer/Deputy Executive Director. Commission personnel will also make available all documents in the Commission's possession to the Consultant required for completion of its duties. Generally, the Commission's Chief Engineer/Deputy Executive Director will administer and manage the contract for the Consultant's services.

PART III. LOI REQUIREMENTS

The general nature and scope of work for the Project are set forth in Appendix A ("Scope of Services"). The Commission expects that Respondents will have experience in providing the services of this nature and should understand the general scope of the services necessary to successfully fulfill the Commission's requirements. Respondents should prepare Letters of Interest that are concise and that include an explicit response to the items listed below:

1. Plainly identify the Consultant's legal name, contact person(s) and their email, phone number and physical address. Describe your organizational structure, and specify the number of professional personnel by discipline based in the Ohio office(s) in which a bulk of the services will be performed.
2. List the types/categories of services for which the Consultant has a current Qualifications Statement on file with the Commission in response to the 2025-2026 RFQ, all ODOT Prequalifications, and all testing lab accreditations and certifications.
3. List the Project Manager and other key staff members including key subconsultant staff. Address the experience of the key staff members on similar projects. Provide a one (1) page résumé of the proposed Project Manager. The proposed Project Manager must be a professional engineer registered in the State of Ohio. Additionally, provide an organizational chart and no more than half-page resumes for each staff member assigned to the Project, which shall not exceed five (5) pages. The five (5) page limit applies to the resumes only. Resumes should include the qualifications of the key staff, descriptions of work performed on similar projects, relevant certifications and office location from which staff member will perform services.
4. Describe your firm's approach to quality control and any programs for providing technical direction and administrative control to assure conformance with industry-accepted standards of quality for the Project.
5. List significant subconsultants, their OTIC categories of service, ODOT Prequalifications, and the percentage of work to be performed by each proposed subconsultant.
6. Provide a description of your Project approach, not to exceed two (2) pages for each contract submission. Confirm the firm's understanding of the project, proposed technical approach, cost containment practices, innovative ideas for this type of project and any other relevant information concerning your firm's qualifications to perform the services contemplated under the project.
7. Describe the capacity of your firm's staff and its ability to perform the work in a timely manner relative to present workload and the availability of assigned staff. Prepare proposed schedule that shows firm can meet stage submittals and Project Deadline.
8. Provide references from three (3) organizations other than the Ohio Turnpike and Infrastructure Commission for similar projects and services completed in the past three (3) years. For each reference, provide a contact name and phone number.
9. List all services performed for the Ohio Turnpike and Infrastructure Commission over the last five (5) years.
10. The Respondent's good faith efforts to commit to a significant economic presence in Ohio shown by:

    a. A statement that Respondent is registered and licensed to do business in the State of Ohio with the offices of the Secretary of State and include with the proposal a copy of its certificate or other similar document(s) confirming Respondent is registered and licensed to do business in the State of Ohio;
    b. A statement of whether Respondent pays taxes to the State of Ohio and if so, a statement that Respondent is not in arrears in the payment of required taxes;
    c. A statement of whether Respondent has offices or facilities in Ohio (i.e., sales offices, divisions, sales outlets or manufacturing facilities) or identify facilities that demonstrate Respondent's capital investment to Ohio (including commitments to make such capital

investment as part of its proposal, as applicable) *[Please include addresses and number of employees at each location]*; and

d. A statement of Respondent's actions that would reasonably be expected to employ Ohio residents, increase tax revenues in the area, provide opportunities to support local businesses and/or support community and social initiatives (i.e., local government, health and wellness, education, diversity and inclusion, philanthropic or other).

Items 1 through 10 must be included in the LOI on single sided 8 1/2" x 11" sheets of paper and shall be in no smaller than size 11 font. The Letter of Interest shall not exceed fifteen (15) pages. A one (1) page cover letter and a Table of Contents may be included and will not be considered as part of the page limit. Items B, C, D and E listed in PART V below, as well as copies of all testing lab accreditations and certifications, are also excluded from the page limit.

PART IV. FORM CONTRACT REQUIREMENTS

In submitting a Letter of Interest, the Respondent agrees to sign the Form of Contract for General Engineering Services attached as Appendix B, incorporating the Scope of Services, within ten (10) days of the Commission's delivery of a notice of award.

Note: The Commission's payment methods have changed. For this contract, fees will be paid under an Actual Cost-Plus Net Fee or Lump Sum payment method. See Section 2.2 of the Form of Contract for General Engineering Services for more information.

PART V. SUBMISSION REQUIREMENTS

For Respondent's Letter of Interest to be responsive, Respondent must submit the following:

A. A Letter of Interest addressing the items listed in PART III.

B. An explanation of any concerns, requested information or exceptions related to the Request for LOIs, Scope of Services or the Contract for General Engineering Services (attached as Appendix B).

C. A completed, signed, and notarized Non-interest/Non-collusion Affidavit (see Appendix C attached hereto; see also, Ethics Policy attached as Appendix D which is referenced in the affidavit).

D. Completed and Signed Combination Affirmation and Disclosure Form - Executive Order 2019-12D and Executive Order 2022-02D - (see Appendix E attached hereto).

E. Completed Small Business Enterprise ("SBE") Utilization Certification and Plan demonstrating the commitment and means for achieving SBE participation on the Respondent's team (see Appendix F attached hereto). If the Certification and Plan fails to meet or exceed the 15% Goal, the Respondent is required to demonstrate that it used Good Faith Efforts to attain SBE participation that meets or exceeds the Goal. Contact the Commission's Office of Opportunity and Inclusion with any questions concerning the SBE Program.

F. Respondents must identify any and all portions of its proposal created using AI and, at a minimum, include the following information: (1) each AI tool, model or platform used, including the name, version and provider; and (2) an explanation of the AI model's logic

and inputs. Failure to disclose this information may result in the proposal being rejected. Respondents are prohibited from uploading or adding any Commission information, records or documents into any AI program, tool, model or platform, except if AI is used only as a productivity tool.

PART VI. INQUIRY SUBMISSION INSTRUCTIONS

All interested parties are welcome to submit specific questions or requests for clarifications of the LOI requirements. Respondents are expected to raise any questions, exceptions, or additions they have concerning the LOI prior to the end of the Inquiry Period indicated on the cover page. These questions shall be addressed in writing and **emailed to** purchasing@ohioturnpike.org. **Please include the LOI No. in the email correspondence. Do not contact the Commission by phone. Do not direct questions regarding the Request for LOIs to anyone other than through the email address provided.** At the completion of the Inquiry Period, a summary of all questions and answers will be compiled, posted on the Commission's website (https://www.ohioturnpike.org/business/doing-business-with-us/engineering-services), and provided via email to the interested parties on file. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this Request for Letters of Interest, addenda will be posted publicly (at the same link as answers) and provided directly to all recipients of this Request for Letters of Interest.

PART VII. LOI SUBMISSION INSTRUCTIONS

Respondents must timely submit its Letters of Interest electronically to purchasing@ohioturnpike.org in pdf format by the deadline specified on the cover page of this Request for Letters of Interest. Paper copies received will be considered non-responsive. Late LOIs will not be considered. There is no penalty for early submissions. Plan accordingly.

PART VIII. EVALUATION OF LOIs

The Commission will form an Evaluation Team consisting of members of the Commission Engineering staff to review the Letters of Interest. Respondents may be required to make a presentation to the Evaluation Team. A contract will be awarded, if any award is made, to the Respondent determined to be the most qualified to perform the required services. In determining whether a Respondent is responsive, the Commission will consider the Respondent's experience, conduct and performance on previous contracts (if any) and ability to execute the contract properly. Factors that may be considered by the Commission are:

A. Competence to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services;

<u>20 raw points (27.5 weighted points)</u>

- Project Manager – 5 points (given a 2.00 weighted factor)
- Key Staff Assignments – 5 points (given a 1.50 weighted factor
- Qualifications of Subconsultants – 5 points (given a 1.00 weighted factor)
- Subcontracted Amount – 5 points (given a 1.00 weighted factor)

B. Ability of the responding firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services or design-build services competently and expeditiously;

15 raw points (20 weighted points)

- Organization – 5 points (given a 2.00 weighted factor)
- Capacity/Proposed Schedule – 5 points (given a 1.00 weighted factor)
- Backlog with OTIC – 5 points (given a 1.00 weighted factor)

C. Past performance of the responding firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines;

15 raw points (15 weighted points)

- Past Performance with OTIC - 5 points (given a 1.00 weighted factor)
- Past Performance with other Public/Govt. – 5 points (given a 1.00 weighted factor)
- Quality Control – 5 points (given a 1.00 weighted factor)

D. Any other relevant factors as determined by the Commission, including but not limited to completion and submission of all items required under this Request for Letters of Interest, and any exceptions or requested deviations;

20 raw points (37.5 weighted points)

- Understanding of Project – 5 points (given a 2.50 weighted factor)
- Complete Tasks Defined in Scope of Services – 5 points (given a 2.00 weighted factor)
- Innovative Approach – 5 points (given a 2.00 weighted factor)
- Completion and Submission of All Items Required under the LOI – 5 points (given a 1.00 weighted factor)

E. Committing to a plan for meeting or exceeding the SBE Goal or satisfactorily demonstrating use of Good Faith Efforts to attain SBE certified firms' participation on the Project – pass/fail. Failure to demonstrate use of Good Faith Efforts could result in the LOI being deemed nonresponsive.

F. Disclosure of any conflict of interest – [pass/fail]
A "fail" means the LOI cannot result in a contract award.

G. Fostering competition and economic development – [pass/fail]
A "fail" means the LOI cannot result in a contract award.

H. Respondent's good faith efforts to commit to a significant economic presence in Ohio. The determination of good faith efforts, which is graded as a "pass/fail", is based on consideration of the quality, quantity and intensity of the actions taken. "Significant Ohio economic presence" means "business organizations that (1) have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or which facilities demonstrate capital investment to Ohio; and (2) pay required taxes to the State of Ohio; and (3) for corporations, are registered and licenses to do business in the State of Ohio with the offices of the Secretary of State. – [pass/fail]

The Letters of Interest will be independently reviewed, evaluated and scored by an Evaluation Team based on the foregoing factors and points. After that process, the Evaluation Team will identify the top-ranked Respondent(s) for the Project, being the firm(s) deemed the most qualified to perform the required

services and make a recommendation for the award of a contract(s). Following successful negotiations, contract(s) will be entered into with the selected firm(s).

Once the top-ranked Respondent is determined, the Commission will update the list of Respondents identifying the top-ranked firm(s) and indicating that contract negotiations are pending. The list of Respondents is posted on the Commission's website https://www.ohioturnpike.org/business/doing-business-with-us/engineering-services.

PART IX. OFFICE OF OPPORTUNITY AND INCLUSION

The Commission's Business Inclusion Program ensures that a business certified as a Small Business Enterprise (SBE) has the fullest possible opportunity to participate in a contract involving the expenditure of Commission funds. The program is administered by the Commission's Office of Opportunity and Inclusion (OOI), which reviews each proposed contract and determines if opportunities exist and if so, applies a goal to the proposed contract. In some cases, no goal is applied to a proposed contract due to a lack of opportunity and availability of certified businesses.

When a goal is identified in a Request for LOIs, the respondent must submit the documentation provided by the Commission to show how the respondent will meet the goal. When the goal is waived, respondents are strongly encouraged to use "good faith efforts" or necessary and reasonable actions that would reasonably be expected to attain SBE participation in the respondent's performance of the scope of work.

Additionally, whether the Commission applies a goal to a proposed contract or not, the program standards provide that the Commission may apply an evaluation credit of five percent (5%) to the total points awarded for responses received from SBE consultants to perform the personal or professional services set forth in the Scope of Services. The Commission **will** apply this credit in the evaluation process for responses submitted in response to this Request for LOIs.

For questions about the Commission's Business Inclusion Program, please contact the Office of Opportunity and Inclusion at Opportunity.inclusion@ohioturnpike.org

PART X. DEVIATIONS, EXCEPTIONS AND ADDENDA TO REQUEST FOR LOIs

Respondents should raise any questions, exceptions or requested changes they have concerning the Request for LOIs during the Inquiry Period. If a Respondent discovers any ambiguity, error, conflict, discrepancy, omission or other deficiency in this Request for LOIs, that Respondent should immediately notify the Commission of such error and request modification or clarification of the Request for LOIs in accordance with the procedures outlined in PART VI. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this Request for LOIs, addenda will be issued and posted on the Commission's website (https://www.ohioturnpike.org/business/doing-business-with-us/engineering-services) to modify the necessary provisions of the Request for LOIs.

Respondents should specify in the Letter of Interest whether they take exception to any of the Scope of Services or the contract. If a Respondent fails to notify the Commission of a known error in the Request for LOIs, and a contract is awarded to that Respondent, that Consultant shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Commission reserves the right to make changes to the scope of this Request for LOIs and to clarify any of the requirements, information and/or provisions of this Request for LOIs as it deems necessary. Any changes to the Request for LOIs will be made via addenda issued prior to the submission deadline. The Commission further reserves the right, if necessary, to extend the submission deadline.

PART XI. LEGAL REQUIREMENTS

The Respondent is required to adhere to the rules and regulations promulgated by the Commission and the State of Ohio, and all terms and conditions set forth in this Request for LOIs. Additionally, the Respondent agrees to the following:

A. A Respondent may withdraw or modify its proposal only if notice of such withdrawal or modification is prior to the Letter of Interest due date as identified on the front cover of this Request for LOIs.

B. Once opened, the Respondent agrees that its Letter of Interest cannot be altered, modified, or withdrawn.

C. By submitting a Letter of Interest, the Respondent acknowledges it has read this Request for LOIs, understands it, and agrees to be bound by the terms and conditions set forth herein.

D. The Commission is not responsible for the accuracy of any information regarding this Request for LOIs that was gathered through a source other than the Commission's website or the inquiry process described above.

The Commission reserves the right to:

A. Reject any and all Letters of Interest in whole or in part, including rejecting late LOIs;

B. Require any Respondent to submit additional written or oral clarification of their Letter of Interest and to meet with any, but not necessarily all of the Respondents to obtain additional information and/or clarification and/or to negotiate terms of any Letter of Interest submitted;

C. May consider financial information other than any financial information required by this Request for Letters of Interest (if any) as part of the evaluation process, including but not limited to credit reports from third-party reporting agencies.

D. Enter into a contract with the Consultant on the basis of the Letter of Interest submitted, without written or oral modifications thereto; and

E. Waive minor irregularities noted in a Letter of Interest when in the best interest of the Commission.

Under no circumstances will the Commission be responsible for any costs incurred by any Respondent in submitting a Letter of Interest.

Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then.

A. The Commission shall not enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States.

B. Contractors and Consultants must complete the Affirmation and Disclosure Form, attached hereto as Appendix E, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, the Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor.

A. The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid for services the Contractor/Consultant performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the Commission in a Contract.

B. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid to Contractor/Consultant for purchases or investments in a Russian institution or company. These provisions will expire when the applicable Executive Order is no longer effective.

C. The Contractor/Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form, attached hereto as Appendix E, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Public Records Act. The Respondent acknowledges and agrees that as a political subdivision, the Commission is subject to the requirements of the Ohio Revised Code and other laws related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the Commission and any and all documents in any format or media. In the event the Respondent considers any portion of any record provided, or to be provided, to the Commission to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Respondent shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. The Commission agrees to use its best efforts to withhold the information marked by Respondent as "CONFIDENTIAL: TRADE SECRET" or "EXEMPT FROM DISCLOSURE" from public information, and Respondent agrees to defend and indemnify the Commission from all costs and expenses, including reasonable attorneys' fees, in any action or liability arising under the Public Records Act, with respect to such withholding.

PART XII. APPEAL PROCESS

Any aggrieved Respondent desiring to challenge the award of a contract as a result of this Request for Letters of Interest must state its complaint in writing, through electronic submission in pdf format to purchasing@ohioturnpike.org within five (5) calendar days of notification of the contract award. Upon receipt of a timely challenge, one or more representative(s) of the Commission shall meet with the protesting party to hear its objections. ORC Chapter 119 shall not be applicable to such meeting. No final award shall be made until the Commission either affirms or reverses its earlier determination for such contract award.

APPENDIX A
DRAFT SCOPE OF SERVICES
GENERAL ENGINEERING SERVICES
PROJECT NO. 99-27-01(02)

The Commission seeks to maximize the efficient use of its resources through selection and retention of consultants to perform General Engineering Services on a task order basis. The selected Consultant(s) must be able to address the Commission's engineering assignments by responding timely to requests to perform task based professional engineering services, promptly initiating work on the requested tasks upon authorization, performing the services using necessary and appropriate quality controls, and completing the task or project within the time allotted in an approved schedule.

SCOPE OF SERVICES

The Commission may require the Consultant to perform various assignments on a task order type basis. The Services may include, but are not limited to, the following types and general scopes:

- Engineering/Architectural Design
- Construction Schedule Review (Primavera P6 and Microsoft Project)
- Plan Review
- Toll Collection System Evaluation/Design/Review Services
- Surveying
- Right of Way Engineering Services
- Preparation of Right of Way Descriptions
- Traffic Studies
- Environmental/Ecological Investigations
- Wetland Mitigation
- Noise Analysis and Design
- Geotechnical Services

- Major Investment Studies
    - Includes tasks such as performing analysis of projects that will require significant use of revenue/capital project funds and long-term operational expenses. This may also include possible alternative funding sources and/or revenue services.
- Retaining Wall Design and Review Services
- Public Involvement Coordination
- Geographic Information System ("GIS") or GIS application development
- Other professional engineering services as requested by the Chief Engineer.

TASK ORDER ADMINISTRATION PROCEDURES

- The Commission will identify a task order, develop a general Scope of Services, and transmit it to the Consultant.
- The Consultant will develop a Fee Proposal within the timeframe specified in the Commission's transmittal and submit it to Commission staff for review and approval.
- Upon Commission staff approval, the Chief Engineer will authorize the Consultant to perform the task by a standard authorization letter that incorporates the following into the terms and conditions of the Agreement:
    - The agreed upon Scope of Services and approved Fee Proposal.
    - The completion time from authorization.
    - The maximum compensation.
    - Applicable SBE goal.

TERM AND PAYMENT

The Commission currently anticipates retaining two (2) respondents based on the qualifications to perform these services. The consultants shall maintain a project cost accounting system that will segregate costs for individual task orders. Depending on scope of work, individual task order fee proposals may be submitted as lump sum or by cost plus a fixed fee hourly rate. The Commission will have final say as to what type of payment structure fits each individual task assigned. The term of the Consultant agreements shall be a two (2) year period, commencing on the date of the first task order assignment. The total amount payable to each Consultant under their respective agreement shall not exceed **$800,000.00**.

APPENDIX B

CONTRACT FOR GENERAL ENGINEERING SERVICES
for
Project Nos. 99-27-01(02)

This Contract, entered into as of the last date of the signature below, is between the **Ohio Turnpike and Infrastructure Commission**, a body corporate and politic constituting an instrumentality of the State of Ohio, located at 682 Prospect Street, Berea, Ohio 44017 (the "Commission"), through its Executive Director under the authority of Section 5537.04(A)(12), Article V, Section 1.00 of its Code of Bylaws, and Resolution No. _____, adopted _____, 2027, and [***Consultant***, an Ohio limited liability company, located at 123 Main Street, Springfield, Ohio] ("Consultant"), through its authorized representative.

This Contract pertains to the following:

General Engineering Services, known as Project Nos. 99-27-01(02)
(hereinafter the "Project")

RECITALS

WHEREAS, on _____, 2026, the Commission issued Request for Letters of Interest No. 20-2026 ("RLOI") seeking qualified firms to provide general engineering services on various Turnpike projects as assigned by the Chief Engineer/Deputy Executive Director and subject to the terms and conditions of this Contract; and

WHEREAS, the Consultant submitted a letter of interest dated _____, 2026 to perform the general engineering services described in the RLOI; and

WHEREAS, the Commission's Engineering staff reviewed the letters of interest received to perform the general engineering services for the Project, and among those submitting proposals, determined that the Consultant is the most qualified firm to perform the general engineering services; and

WHEREAS, the Consultant will not be the Commission's exclusive provider of general engineering services in the Region and the Commission may issue assignments or award separate contracts to other consultants for projects located in the Region or the Commission may issue assignments to the Consultant under this Contract for projects located outside the Region; and

WHEREAS, the Executive Director approved the Chief Engineer/Deputy Executive Director 's recommendation to award this Contract to Consultant; and

WHEREAS, the Commission authorized the award of the Contract to Consultant under Resolution No. _____, adopted _____, 2027.

NOW, **THEREFORE**, in consideration of the mutual promises set forth herein, the Commission agrees to pay for, and the Consultant agrees to provide the professional services identified herein on the terms and conditions set forth below.

APPENDIX B

ARTICLE 1
GOVERNING DOCUMENTS AND ASSIGNMENTS

1.1 Contract Documents. The documents that comprise this Contract include this Contract, and the Assignment Letter(s) issued by the Chief Engineer/Deputy Executive Director and governed by and through this Contract, if any (the "Contract Documents"). In the event of a conflict, the terms and conditions of any Assignment Letter control, and otherwise the terms and conditions of this Contract control.

1.2 Assignments. The Consultant agrees to perform and is engaged under the terms and conditions of this Contract to provide the professional engineering services required for the Project as an assignment and authorized through an Assignment Letter from the Chief Engineer/Deputy Executive Director as further provided in Section 1.5 below.

1.3 Non-Exclusivity. The Consultant is not the Commission's exclusive provider of general engineering services. The Commission may, in its discretion, issue assignments or award separate contracts to other consultants for similar services or projects. All assignments issued to Consultant for the Project are subject to the terms and conditions of this Contract.

1.4 Designated Personnel. Prior to performing any services on a given assignment, the Consultant shall provide to the Commission for approval with approval a list of personnel designated to perform the services along with their resumes and certifications as required. Only those designated personnel may perform those services unless Consultant obtains the Commission's approval of any substitutions or additions in advance of any change.

1.5 Assignment Letter. Where the Commission has approved the list of designated personnel, the Chief Engineer/Deputy Executive Director will issue an Assignment Letter prior to the commencement of any services and the Assignment Letter shall incorporate the specific scope of services and the approved fee proposal for the assignment. The Consultant agrees that any Assignment Letter issued by the Commission to the Consultant under this Contract is subject to and governed by the Contract Documents, and the provisions of the Contract Documents are incorporated into such Assignment Letter unless expressly provided otherwise.

1.6 Specifications.

1.6.1 Unless otherwise instructed in writing, any inspection, test or sampling to be performed by the Consultant, shall be in accordance with the Contract Documents of the Commission's Public Improvement Contract, as well as the Specifications for the inspection or testing as most recently published by the American Society for Testing Materials ("ASTM"), the American Association of State Highway and Transportation Officials ("AASHTO"), or the current edition of the State of Ohio Department of Transportation ("ODOT") manual entitled, Construction and Material Specifications, whichever is applicable, unless other standards and requirements are applicable, in which case the current publications containing such standards or specifications shall be followed and identified by the Chief Engineer/Deputy Executive Director in the Assignment Letter.

1.6.2 If assigned to perform inspection services, the Consultant shall inspect the work of each contractor for Defective Work in accordance with the duties and responsibilities described in the Contract Documents of the Commission's Public Improvement Contract, which is incorporated by reference into any assignment issued to the Consultant for inspection services. If, through inspection or otherwise, the Consultant shall become aware of any Defective Work on the Project, the Consultant shall report all Defective Work to the Commission, together with recommendations for the correction thereof. Upon completion of any inspection services assigned to the Consultant, it shall provide certification, in writing, to the Commission that the inspections were completed in strict accordance with the specifications set forth in the Contract Documents for that particular project. Such certification shall be on behalf of both the Consultant as an entity and the individual inspector assigned to perform the inspection services.

ARTICLE 2
TERM, CONTRACT FEES AND PAYMENT

2.1 **Term**. This Contract shall have a term commencing on the date that the Chief Engineer/Deputy Executive Director issues the first Assignment Letter and ending on December 31, 2026, except that Consultant shall perform all necessary services for any projects assigned during the Contract term if the agreed upon completion date occurs after December 31, 2026.

2.2 **Payment Methods.** A single contract may contain more than one payment method as appropriate for compensation of different elements of work. The contract shall specify a maximum amount payable, which shall not be exceeded unless adjusted by a contract modification signed by both parties.

2.2.1 **Actual Cost Plus a Net Fee**. This payment method is a combination of two factors: the Consultant's actual costs, and a net fee. The Commission's net fee shall be 10% of the Consultant's actual costs. This payment method is appropriate if the extent of the work cannot be well defined and other payment methods are not appropriate. This payment method is preferred for projects in the preliminary development phase and other projects where the work is indeterminate in nature (i.e., construction administration and inspection services). A maximum compensation amount is required to be included in the contract. This payment method shall be calculated as follows: (direct labor) x (current overhead rate) x (10% net fee) = not-to-exceed amount for specific scope or phase.

2.2.2 **Lump Sum**. This payment method provides for a specific total amount payable for the performance of the services. This payment method shall be used when the extent, scope, complexity, character, and duration of the work to be required can be determined to a degree that fair and reasonable compensation can be determined at the time of negotiation.

2.2.3 Approved Overhead Rate. The Consultant's overhead rate shall be reviewed by the Commission in accordance with the ODOT Specifications for Consulting Services. The Consultant must provide the Commission with an updated ODOT Consultant Indirect Cost Rate Approval Certificate on an annual basis or when a new certificate is issued to the Consultant during the term of this Contract. The overhead rate for this Contract shall be approved by the Chief Engineer/Deputy Executive Director and it shall be the Consultant's actual overhead rate, but in no case can the overhead rate exceed 160.00%. The rate may only be amended by mutual agreement of the parties in writing.

2.3 Contract Fee. The Commission shall pay the Consultant for the proper performance of the general engineering services under all assignments in accordance with the Assignment Letters issued by the Chief Engineer/Deputy Executive Director. The total amount payable to Consultant under this Contract shall not exceed $800,000.00 ("Contract Fee"), including reimbursable expenses, for all task order assignments issued during the course of the term. The Commission may amend the Contract in writing, prior to the performance of any modified or additional work, in order to incorporate additional Fee Proposals as sought by the Commission. Unexpended funds allocated for an assignment may be reallocated to a subsequently issued assignment if the prior assignment is modified in writing signed by both parties reducing the total amount of that prior assignment.

2.4 Reimbursable Expenses. No extra charges will be assessed for preparation of invoices, computer time, travel time to and from the job site, or for incidental material, services or equipment, except as hereinafter provided. The Commission agrees to pay the actual costs of telephone, printing, postage and other similar incidental expenses incurred by the Consultant in connection with any services performed pursuant to this Contract when such expenses are fully documented. In the event that specialized materials or equipment is required, they shall be provided by the Consultant at the expense of the Commission provided that the Chief Engineer/Deputy Executive Director has given prior approval to such expenditure.

2.4.1 Vehicles. The Commission also agrees to reimburse the Consultant for the use of Consultant's vehicles (or vehicles of Consultant's employees) at the rate the Consultant reimburses its employees, when such vehicles are used pursuant to this Contract, up to the current IRS mileage allowance rate. Mileage to and from the work site shall only be reimbursed for the number of miles traveled which exceed the number of miles normally traveled by the Consultant's employee from home to the Consultant's office. The Consultant must certify to the Commission's Chief Engineer/Deputy Executive Director the number of miles between the Consultant's office and the home of each employee who will work on the project. The Consultant shall also certify the number of miles that each employee will travel from home to the nearest portion of the Turnpike job site. Such certification will be used to calculate approved mileage charges and authorization for overnight lodging. The foregoing notwithstanding, the approved mileage charges shall not exceed the per day per vehicle amount set forth in the current ODOT maximum daily rate, unless previously authorized in writing by the Chief Engineer/Deputy Executive Director. Furthermore, mileage logs shall be completed daily by the Consultant's employees

and submitted with monthly invoices as supporting documentation for mileage reimbursement. If mileage logs are not completed daily, no reimbursement will be made.

2.4.2 **Toll Free Access.** The Consultant and its employees shall have toll-free passage on the Ohio Turnpike in performing work pursuant to this Contract. However, such toll-free passage shall be strictly prohibited for any personal use by the Consultant's employees. Non-Revenue transponders will be issued to the Consultant upon the submittal of a written request for the requested number of transponders. These transponders are for assigned project use only and it shall be the responsibility of the Consultant to manage and monitor the proper usage of these transponders. The Commission will audit these transponders on a regular basis and should unauthorized activity be detected, the authorization for non-revenue privilege may be revoked. These transponders shall be returned at the completion of the assignment. Should the Consultant return less than the number of transponders issued, there shall be a charge of $100.00 per transponder for each one not returned.

2.4.3 **Meals and Lodging.** During performance of said professional services, overnight lodging will be provided for Consultant's employees only when it is deemed advantageous to the assignment, and prior approval in writing is granted by the Commission's Executive Director or Chief Engineer/Deputy Executive Director. In the event said overnight lodging has been approved by the Executive Director or the Chief Engineer/Deputy Executive Director, the cost of meals and lodging shall be reimbursed at the Federal CONUS (Continental United States) per diem rates established by the Federal Government and published at https://www.gsa.gov/travel/plan-book/per-diem-rates. Consultant must provide documentation to verify the travel for which reimbursements are being requested. Travel reimbursement is based on the location of the work activities and not the accommodations. The location of the work activities shall be the city/county where a majority of the work is being performed for the Project.

2.5 **Reporting.** The Consultant shall provide, and shall require all sub-consultants to provide, any requested data to determine compliance with the representations made in the approved SBE Participation Certification, Utilization Plan, Demonstration of Good Faith Efforts and Statements of Intent to Contract and Perform for each invoice through the Commission's online diversity compliance portal: https://ohioturnpike.diversitycompliance.com/ Default.asp. The Consultant and all sub-consultants shall timely submit all required data prior to any reasonable due dates, and check the online diversity compliance portal on a regular basis to manage contact information and contract records. The Consultant shall require all sub-consultants to have completed all requested items and maintain contact information on record that is accurate and up to date. The Consultant shall include these disclosure and reporting requirements in all subcontracts under the Contract and further require that all subcontractors place the same obligation in each of their lower tier contracts. The Commission may require additional information related to compliance at any time before, during, or after contract award.

2.6 **Taxes.** The Commission is a tax-exempt entity and will provide the Consultant with a copy of the Commission's tax exemption certificate.

2.7 **Invoices and Payment.** The Consultant shall submit invoices no more frequently than once a month in a form agreeable to the Commission. The Consultant shall render its invoices to the Commission on or about the 10th day of the month after any such services are performed. All Invoices shall be submitted using the Commission vendor portal or by emailing invoiceprocessing@ohioturnpike.org. Invoices must reference the appropriate purchase order number. Undisputed invoices shall be due and payable by the Commission within thirty (30) days from the date of receipt thereof. Invoices for any other amounts will be submitted to the Commission as the amounts come due. For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by each individual performing services during the preceding month. Invoices shall be accompanied by such supporting documentation as required by the Commission. The Commission may withhold payment for services that have not been properly performed or completed, and shall not be responsible for cost overruns incurred by the Consultant due to errors and omissions by the Consultant made during the performance of its services on any Turnpike project.

2.8 **Audit.** The Consultant shall keep full and detailed records and accounts related to its rates, fee and reimbursable expenses and exercise such controls as may be necessary for proper financial management and to substantiate all costs incurred by implementing the accounting and control systems generally followed by consultants in the area or projects similar in nature. The accounting and control systems shall be satisfactory to the Commission. The Commission and the Commission's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Consultant's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Consultant shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 3
TIME FOR COMPLETION

3.1 **Time for Completion.** Time is the essence of this Contract. The Assignment Letter will provide the date upon which Consultant is to complete its work unless the Chief Engineer/Deputy Executive Director grants a request for an extension from the Consultant. Such extension request must be made in writing to the Chief Engineer/Deputy Executive Director no later than seven (7) days following the date upon which any event occurs that gives rise to the need for additional time. The extension request must include a description of the event, the reasons why that event justifies an extension, the duration of the extension sought, and any other documentation requested by the Chief Engineer/Deputy Executive Director.

3.2 Authorization to Proceed. The Assignment Letter will provide the date upon which Consultant is to proceed with the work. Otherwise, Consultant is to proceed upon written authorization from the Chief Engineer/Deputy Executive Director.

ARTICLE 4
THIRD PARTIES

4.1 Assignment. Consultant may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, interest in, or its duty to perform or supervise the performance of any of its obligations hereunder, to any other person, company, corporation or entity without the prior written approval of the Commission. Any purported assignment in violation of the preceding sentence will be void. Any approved assignment shall not relieve the Consultant from any of its responsibilities under the Contract or imply a willingness on the part of the Commission to give any subsequent or other consent, nor stop the Commission from refusing same; nor shall any such consent confer upon any assignee or transferee any right to assign or transfer any rights conferred upon such transferee.

4.2 Subcontracting. The Consultant shall not sublet or subcontract, nor shall any approved sub-consultant commence performance of, any part of the work or services included in this Contract without the previous written approval of the Commission. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this Contract. The Consultant shall be and remain solely responsible to the Commission for the acts or faults of any sub-consultant and of such sub-consultant's officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of the Consultant to the extent of its subcontract. The Consultant shall file a conformed copy of the applicable subcontract with the Commission. The Consultant and any sub-consultant shall jointly and severally agree that the Commission is not obligated to pay or to be liable for the payment of any sums due to any sub-consultant. References to the Consultant in this Contract include authorized sub-consultants of the Consultant.

4.3 Waiver of Defense. The Consultant acknowledges and agrees it will not raise a third-party liability defense, and waives such defense, as to any claim, suit or action brought against the Consultant or Commission arising from Consultant's performance under the Contract, except where the claim, suit or action is based upon facts that occurred after an assignment or transfer of the entire Contract, which was consented to by the Commission in writing as required by Section 4.1 above.

4.4 Beneficiaries. There are no intended third-party beneficiaries of any provision of this Contract.

4.5 Independent Contractor. The Consultant is an independent contractor for all purposes under this Contract. This is not an agreement of partnership or employment of the Consultant or any of the Consultant's employees by the Commission for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The Consultant shall not pledge or attempt to pledge the credit of Commission or in any other way attempt to act on the Commission's behalf in an effort to bind the

Commission to any additional agreements. The Consultant agrees to indemnify the Commission for any and all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other state and federal taxes. The Consultant further agrees to make such payments to the IRS and appropriate state authorities for withholding FICA and unemployment taxes.

4.6 **Representations and Warranties.** The Consultant represents and warrants that: (1) so far as the Consultant knows, no member, employee, or agent of the Commission has any interest, either direct or indirect, in the Contract; (2) the Consultant has not employed or procured the employment of anyone to solicit or secure the Contract with the Commission other than those disclosed in the Proposal; and (3) the Consultant will fulfill the representations in its Small Business Utilization Certification and Plan submitted with its Letter of Interest, which the Commission relied upon in selecting the Consultant for contract award; and (4) all materials, including their use by the Commission in unaltered form, will not infringe any third party copyrights, patents or trade secrets that exist as of the date of this Contract and that arise or are enforceable under the laws of the United States of America. If the Commission shall hereafter determine that any of the foregoing representations is false, it may, upon written notice to the Consultant, immediately terminate the Contract and thereafter refuse to make payments thereunder, whether or not such payments are for Services already performed, and may also recover its damages, if any, for breach of warranty; or in the event such false representation was as to the existence of any agreement providing for a bonus, fee, commission, percentage, or other form of contingent compensation, the Commission may, in its discretion, elect to continue the Contract in force by deducting from the payments to be made thereunder to the Consultant the amount of such bonus, fee, commission, percentage, or other contingent payment.

ARTICLE 5
INDEMNIFICATION

5.1 **Generally.** The Consultant shall indemnify and hold harmless the Commission, its Commission members, Executive Director, officers and employees ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract where such liability is:

5.1.1 founded upon or grows out of the negligent acts, errors, omissions, undertakings, representations or warranties of the Consultant, its officers, employees, agents, independent consultants, or sub-consultants and only in the proportionate share of the tortious conduct of the Consultant, its officers, employees, agents, independent consultants, or sub-consultants;

5.1.2 founded upon, or grows out of the death or injury of a third party that is proximately caused by the Consultant, its officers, employees, agents, independent consultants, or sub-consultants in its performance of the services under this Contract.

5.2 **Application.** Nothing herein contained shall require the Consultant to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission. The Consultant shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the Commission, its agents or employees.

5.2.1 If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the Commission resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Consultant had been on the Commission's payroll and employed as a Commission employee.

5.2.2 If a third-party claim causes the Commission's quiet enjoyment or use of any product supplied by the Consultant to be seriously endangered or disrupted, or, should a court order be issued against the Commission restricting its use of any product and should the Consultant determine not to further appeal the claim issue, at the Commission's sole option, the Consultant shall provide at its sole expense, the following: Purchase for the Commission the rights to continue using the contested product(s); or Provide substitute products to the Commission which are, in the Commission's sole opinion, of equal or greater quality, or Refund all monies paid to the Consultant for the product(s) subject to the court action. The Consultant shall also pay to the Commission all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.2.3 The indemnity obligations of the Consultant shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by Consultant.

5.3 This agreement to hold harmless and indemnify shall survive expiration or termination of this Contract.

ARTICLE 6
INSURANCE

6.1 **General.** Except for the Consultant's indemnification obligations with respect to infringement, the Consultant shall, at its expense, at all times during the performance of services hereunder, and for a period of ten (10) years thereafter, maintain liability insurance insuring themselves against the indemnification obligations throughout the term of the Contract and claims arising from wrongful acts, negligent acts, errors or omissions of the Consultant, its employees, agents, sub-consultants, or any other representatives of the Consultant involved in the work. The Consultant shall name the Commission as an

additional insured as set forth in more detail below and shall be responsible for any retentions or deductibles due under the policies in the event of a claim. The Consultant shall require its sub-consultants to obtain insurance and shall be responsible for enforcement of its sub-consultants' obligation to obtain insurance, at limits appropriate to the exposures of the sub-consultant's work to satisfy the requirements hereunder. The policies the Consultant and its sub-consultants maintain shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent and carry the following coverages and limits:

6.1.1 Comprehensive Commercial General Liability that includes the Commission as an additional insured for amount not less than $1,000,000, including those resulting in death to any one person or persons and/or property damage arising from any one (1) accident and $2,000,000 in the aggregate, including coverage for: property damage, premises operations, liability for independent consultants, products liability, valuable papers, contractual liability and personal injury. The policy or policies shall be primary and non-contributory, provide coverage for on-going and completed operations, and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

6.1.2 Comprehensive Automobile Liability Insurance for bodily injury and property damage that includes the Commission as an additional insured for an amount not less than $1,000,000 combined single limit. The policy or policies shall be primary and non-contributory and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

6.1.3 Professional Liability Insurance for not less than $2,000,000 for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services under this Contract.

6.1.4 Umbrella/Excess Liability Insurance Policy over primary general liability and automobile liability following the same terms as the underlying policies and in an amount not less than $3,000,000.

6.2 Certificate of Insurance. Upon execution of this Contract, the Consultant shall submit to the Commission a certificate(s) of insurance and related additional insured endorsements with respect to the required policies. If the additional insured endorsements required above are not available at the execution date, the Consultant shall submit to the Commission a notation of the endorsement together with either a binder or an advice with respect to such endorsement. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof. The Consultant shall provide written notification to the Commission at least 30 days in advance of any cancellation or modification of the Consultant's insurance policy terms or coverage as set forth herein.

6.3 Copy of Insurance Policy. Upon the execution of this Contract, the Consultant shall provide a copy of the insurance policy or policies required under this Contract after redacting proprietary or confidential information if applicable.

6.4 **Workers' Compensation.** The Consultant shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

6.5 **Notice.** Within twenty-four (24) hours after the occurrence of any accident or other event that results in or might result in injury to the person or property of any person, which allegedly arises in any manner from the performance under the Contract or occurs in the area(s) for which the Consultant is responsible, the Consultant shall send written notice thereof to the Commission's General Counsel setting forth a full and precise statement of the facts pertaining thereto, and send a copy of any summons, subpoena, notice or other documents served upon or received by the Consultant, or any agent, employee or representative of the Consultant, arising in any manner from the performance of the Contract or any part thereof.

ARTICLE 7
PERFORMANCE AND SAFETY STANDARDS

7.1 The Consultant shall provide professional services as set forth in this Contract. The Consultant represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Contract or shall cause such services to be performed by appropriately licensed professionals.

7.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

7.3 The representative of the Commission that is authorized to act on behalf of the Commission with respect to the Project is the Chief Engineer/Deputy Executive Director. The representative authorized to act on behalf of the Consultant with respect to the Project is:

[Name
Address
Address
Telephone
Email]

7.4 **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

7.5 **Standard of Professional Conduct**. The Commission supports the right of all people to work in an environment free from harassment, intimidation, and bullying. Consultant and its personnel shall adhere to professional conduct free of harassment, intimidation, and bullying at all times in performing the Work by respecting the rights of others and by refraining from any behavior that might be physically or mentally harmful to others. "Harassment, intimidation, and bullying" includes but is not limited to any intentional written, verbal, electronic, or physical act that a person exhibits toward another person which behavior both: (i) causes mental or physical harm to the other person; and (ii) is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive environment for the other person. Consultant is also responsible for the professional conduct of its Subconsultants. In the event of the Consultant's noncompliance with this provision, the Commission may terminate or suspend the Contract in whole or in part, and the Consultant may be declared ineligible for further Commission contracts. Additionally, the Chief Engineer/Deputy Executive Director may order the offending party removed from the Project until the alleged noncompliance is resolved to the satisfaction of the Commission.

7.6 **Public Records Act.** The Consultant acknowledges and agrees that as a political subdivision, the Commission is subject to the requirements of the Ohio Revised Code and other laws related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the Commission and any and all documents in any format or media. In the event Consultant considers any portion of any record provided, or to be provided, to the Commission to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Consultant shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. The Commission agrees to use its best efforts to withhold the information marked by Consultant as "CONFIDENTIAL: TRADE SECRET" or "EXEMPT FROM DISCLOSURE" from public information, and Consultant agrees to defend and indemnify the Commission from all costs and expenses, including reasonable attorneys' fees, in any action or liability arising under the Public Records Act, with respect to such withholding. This item shall survive the termination of this Agreement.

7.7 **Ownership of Materials.** Drawings, plans and other documents prepared by, or with the cooperation of, the Consultant pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Commission, whether or not the project for which they are prepared is commenced or completed. If for any reason the product of the Consultant's services hereunder is determined at any time not to be a work made for hire, the Consultant irrevocably transfers and assigns to the Commission all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Consultant pursuant to the Contract, including all copyrights, are the property of the Commission. The Consultant may retain copies, including reproducible copies of such drawings and other documents

for information and reference. The Commission may use such drawings or other documents, or others employed by the Commission for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to a project, without additional compensation to the Consultant.

7.8 Non-Collusion. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that no person having any such interest shall be employed in the performance of this Contract.

7.9 Safety.

7.9.1 Consultant shall be responsible for the safety of its personnel related to and during the performance of Services required by this Contract and will take reasonable measures to ensure that it and its sub-consultants provide and maintain a safe working environment. Consultant shall ensure that its employees and the employees of its sub-consultants, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Consultant shall remove from the site any employees or sub-consultants that fail to abide by applicable health and safety regulations. Consultant shall not knowingly permit a hazardous, unsafe, unhealthy, or environmentally unsound condition or activity to be conducted at any Project site.

7.9.2 If Consultant becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the Commission and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Consultant has control. The Commission may, but is not obligated to, inspect at reasonable times, the Project site and Consultant's facilities and appropriate Project records to ascertain Consultant's and its sub-consultants' compliance with the requirements of this Contract; provided however, neither the existence nor exercise of such right will relieve Consultant of its responsibility for its own and its sub-consultants' compliance with this Contract, to always use due care in the performance of services and for fulfilling all of its other obligations hereunder with respect to health and safety.

7.9.3 Consultant shall promptly notify the Commission of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Contract, even though such occurrence was not caused or consented to by Consultant, its employees, sub-consultants or agents. Smoking is prohibited at the Project site. Consultant shall monitor the Commission's no smoking rule with respect to its employees and sub-consultants while they are working at the Project site.

ARTICLE 8

APPENDIX B

SUSPENSION, DEFAULT, AND TERMINATION

8.1 **Suspension.** The Commission may at any time prior to completion of the Contract temporarily suspend any Contract when it is determined to be in the Commission's interest. Such suspension shall be provided by written notice. If such Suspension is not lifted within 120 days from the notice of Suspension, the Consultant may request that the Contract be terminated.

8.2 **Default.** Each of the following shall constitute an event of default by the Consultant:

8.2.1 If the Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

8.2.2 If by order or decree of a court, the Consultant is adjudged bankrupt or an order is made approving a petition filed by any creditors or, if the Consultant is a corporation, by any of the stockholders of the Consultant, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any state thereof;

8.2.3 If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Consultant and is not dismissed within ninety (90) days after the filing thereof;

8.2.4 If any lien is filed against the Commission's property because of any act or omission of the Consultant and is not released or discharged by obtaining a bond at Consultant sole expense and cost within twenty (20) days;

8.2.5 If the Consultant voluntarily abandons, deserts, vacates, or discontinues its operations;

8.2.6 If the Consultant fails duly and punctually to pay any monies required hereunder within twenty (20) days after written notice;

8.2.7 If the Consultant fails to keep, perform and observe any promise set forth herein on its part to be kept, performed or observed within five (5) days after receipt of notice of default from the Commission, except where fulfillment of its obligation requires activity over a period of time and Consultant has commenced whatever may be required to cure the failure to the satisfaction of the Commission within five (5) days after notice and continues such performance without interruption.

8.3 **Remedies for Default.** Upon occurrence of any Default or any time thereafter during the continuance thereof, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

8.3.1 Upon five (5) days' notice, terminate this Contract.

8.3.2 Without waiving any default, pay any sum required to be paid by the Consultant to others than the Consultant and which the Consultant has failed to pay, and perform any obligation required to be performed by the Consultant hereunder, and any amounts to paid or expended by the Commission in fulfilling the obligations of Consultant hereunder, including all interest, costs, damages, attorneys' fees and penalties, shall be repaid by the Consultant to the Commission on demand with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment or expenditure plus a twenty percent (20%) administrative fee.

8.3.3 Invoke the dispute resolution provisions of this Contract.

8.4 Convenience Termination. In addition to the termination upon five (5) days' notice after an occurrence of default as provided above, the Commission may unilaterally terminate the Contract at any time for any reason by giving thirty (30) calendar days prior written notice to the Consultant. If the Commission unilaterally terminates the Contract pursuant to this Section, the Consultant shall be paid all amounts due up to the termination date. The Commission and the Consultant may also mutually agree to terminate this Contract in writing.

8.5 Waiver. No waiver by the Commission at any time of any of the terms or conditions of this Contract shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of the Commission to exercise any right, power, privilege or option arising from any default, or subsequent payment then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by the Commission shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the Commission of default in one or more instances. No waiver shall be valid against the Commission unless reduced to writing and signed by an officer of the Commission duly empowered to execute same.

8.6 Force Majeure. Neither party shall have liability to the other if it becomes unable to timely perform its obligations under this Contract due to labor disputes, fire, acts of God, tornados, flood, hurricane, earthquake, tidal wave, blizzard, or other natural disasters, acts of the state or federal government in their sovereign capacity, riots, civil commotion, quarantine restrictions, war, terrorism, incidence of disease or other illness that reaches outbreak, epidemic or pandemic proportions, unavoidable casualties, or other causes beyond their control.

APPENDIX B

ARTICLE 9
NON-DISCRIMINATION

9.1 **Non-discrimination**: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by applicable federal, state, and local laws.

9.2 **Solicitations of Sub-consultants, including procurement of materials and equipment**: In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, the Consultant will notify each potential sub-consultant or supplier of the Consultant's obligations under this Contract The Consultant shall also include the provisions of this Article 8 in every sub-consulting agreement, subcontract, purchase order, lease or other such document.

ARTICLE 10
LAW AND DISPUTES

10.1 **Choice of Law.** The Contract shall be subject to the laws of the State of Ohio. All duties of either party shall be deemed performable and performed in the State of Ohio.

10.2 **Informal Dispute Resolution.** At the written request of either party, the parties will attempt to resolve any dispute arising under, or relating to, the Contract through the informal means. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

10.3 **Mediation.** If the parties do not resolve their differences through Informal Dispute Resolution, the Commission may, at its sole discretion and election, choose to proceed with mediation governed by the most recently published Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association, and the Consultant hereby agrees to engage in that process in accordance with those rules and procedures. The parties shall have 90 days from the date that a party serves notice of its claim on the other party to attempt to resolve their differences through mediation.

10.4 **Formal Dispute Resolution - Litigation.** If the parties do not resolve their differences through mediation, the dispute shall be resolved through litigation. Litigation may take place only in Cuyahoga County Court of Common Pleas or the United States District Court for the Northern District of Ohio.

ARTICLE 11
GENERAL

APPENDIX B

11.1 Notices. All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

11.1.1 Actually received, or

11.1.2 If not actually received, 3 days after transmittal through electronic mail receipt with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or

11.1.3 Upon delivery by the Commission of the notice to a representative of the Consultant while on the Commission property.

The addresses of the parties to this Contract are as follows:

In the case of the Commission:	with a copy to:
Ohio Turnpike and Infrastructure Commission Chief Engineer/Deputy Executive Director Attn: Christopher A. Matta, P.E. 682 Prospect Street Berea, Ohio 44017 Chris.Matta@ohioturnpike.org	Ohio Turnpike and Infrastructure Commission General Counsel Attn: Jennifer Monty Rieker, Esq. 682 Prospect Street Berea, Ohio 44017 Jennifer.Rieker@ohioturnpike.org
In the case of the Consultant:	
[Jane Smith *Address* *Address* *Telephone* *Email]*	

11.2 Integration and Amendment. The Contract constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

11.3 Publicity. Neither party may use the name or any data, pictures, or other representation of the other party in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, the Consultant may include the Commission's name on its client list and may describe briefly, and in general terms, the nature of the work performed by the Consultant for the Commission. The parties further

agree that, within a reasonable time following final acceptance, the parties may work toward developing a mutually agreeable statement for public use by the parties such as in marketing materials and in their reports to stockholders.

11.4 Video and Audio Recordings. The Commission has the right to video and/or audiotape any and all meetings, whether held at a Commission site, Consultant site, or via teleconference.

11.5 Confidentiality. If the Consultant or Commission receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person. The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party only when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this paragraph.

11.6 Severability. The invalidity of any provision of the Contract shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

11.7 Construction of this Contract. All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Commission" may be performed by the Executive Director or by such of its employees or such other persons, corporations or firms as the Executive Director may designate. "Executive Director" when used herein, shall refer to the Executive Director of the Commission and include the Chief Engineer/Deputy Executive Director and the CFO. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof.

11.8 Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

11.9 Authority. The undersigned signatory for the Consultant hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Consultant. This representation and warranty is made for the purpose of inducing the Commission to execute the Contract.

11.10 Electronic Signatures. The parties agree that for purposes of facilitating the signing of this Contract, an electronic signature or an electronic or facsimile transmission of a signature shall be an original signature for all purposes.

11.11 Affirmations Regarding Expenditure of Public Funds Offshore.

11.11.1 Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then. The Commission shall not enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. The Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, the Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

11.11.2 Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor. The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid for services the Consultant performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the State or Commission in a Contract. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid to Consultant for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure

Form affirming the Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

11.12 Human Trafficking Training. The Commission is a member of The Ohio Human Trafficking Task Force, which assists in implementing strategic and comprehensive strategies to effectively combat human trafficking by partnering with local anti-trafficking coalitions, law enforcement task forces, the courts, federal partners, and others to build a more coordinated and holistic state-level response to the crime of human trafficking. In furtherance of this work, the Commission encourages Consultant to train its employees about human trafficking, including how to look for signs of human trafficking and how to report allegations of human trafficking. Upon request, the Commission will provide information and resources for this purpose.

11.13 Use of Artificial Intelligence ("AI"):

11.13.1 Consultant must disclose to the Commission any use of AI in performing the requirements of this Contract, including but not limited to: (1) the specific work or services performed with the use or assistance of AI, (2) each AI tool, model or platform used, including the name, version and provider; and (3) an explanation of the AI model's logic and inputs. Consultant has a continuing obligation during the term of the Contract to provide the Commission with updates about its AI usage.

11.13.2 Consultant may not upload or add any Commission information, records or documents into any AI tool, model or platform without the prior written approval of the Commission. Failure to comply with this provision shall be cause for the Commission to terminate the Contract immediately.

11.13.3 The Commission reserves the right to review and audit any Consultant information or records pertaining to this Contract to verify compliance with this provision and applicable Commission policies, including but not limited to information about how decisions are made about AI and how outputs are generated.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the last date written below.

APPENDIX B

[CONSULTANT]

By: _____

Printed: _____

Title: _____

Date: _____

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

By: _____
Ferzan M. Ahmed, P.E.
Executive Director

Date: _____

APPROVED AS TO FORM:

_____
Jennifer Monty Rieker, Esq.
General Counsel

Date: _____

APPENDIX C

NON-COLLUSION AFFIDAVIT

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

State of_____}
}**SS:**
County of_____}

The undersigned, being first duly sworn as provided by law, deposes and says:

1. Their name is _____, and their principal place of business is located at _____.

2. They make this Affidavit with the knowledge and intent that it is to be filed with the Ohio Turnpike and Infrastructure Commission and with the expectation that it will be relied upon by said Commission as consideration and any action which it may take with respect to the bid or proposal accompanying this Affidavit.

3. The undersigned serves in the capacity of _____.
(Sole Owner, Partner, President, etc.)

and in that capacity makes and authorized to make representations and this Affidavit on behalf of:

_____
Name of Corporation, Partnership, Limited Liability Company, etc…)

a _____
(Sole Proprietorship, Partnership, Corporation, Limited Liability Company, etc…)

organized under the laws of _____, and registered to do business in Ohio.
(Name of State)

4a. **Sole Proprietorship Only**: The undersigned states that the following is a complete and accurate list of the names and addresses of all individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit: _____

_____

_____

4b. **Partnership Only**: The undersigned states that the following is a complete and accurate list of the names of the general partners of the partnership and all other individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including any partners with a five percent (5%) or more equity interest in the partnership (attach additional pages if necessary): _____

_____

_____

_____

APPENDIX C

AFFIDAVIT

4c. **Corporation or Limited Liability Company Only**: The undersigned states that the following is a complete and accurate list of the chief executive officer and all individuals that are expected to have an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including anyone owning five percent (5%) or more equity interests in the entity submitting the bid or proposal (attach additional pages as necessary):

President (or similar chief executive): _____

Owners with 5% or more equity interest: _____

_____

_____

_____

Additional individuals with an expected interest in the contemplated contract:_____

_____

_____

5. The undersigned represents that no person, firm, agent or employee of the entity identified in paragraph 3, nor anyone else to the knowledge of the undersigned, has retained anyone to solicit or secure affirmative or favorable action by the Commission with respect to the bid or proposal accompanying this Affidavit (except a regularly employed salesman paid for services on a regular schedule of commissions and serving in the usual course of business in soliciting such consideration or action by the Commission without promise or expectation of receiving consideration other than the standard and normal fee, commission, or percentage) under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in any way contingent upon the action to be taken by the Commission with respect to the bid or proposal.

6. The undersigned represents that no person or firm associated with the entity identified in paragraph 3 has any interest, direct or indirect, in any other proposal or bid submitted with respect to the contract contemplated in the bid or proposal accompanying this Affidavit, except the subcontractors, material suppliers, truckers/haulers disclosed in the SBE Utilization Plan.

7. The undersigned states that the bid or proposal accompanying this Affidavit is a genuine and earnest attempt to contract with the Commission, and is not made in the interest or on behalf of any undisclosed individual, person, partnership, company, association, organization or corporation; that the bid or proposal is not collusive or a shame; that the entity identified in paragraph 3 has not, directly or indirectly, induced or solicited any other entity to submit a false or sham bid or proposal, and has not directly or indirectly, colluded, conspired, connived or agreed with any other respondent to submit a collusive or sham bid or proposal, or to refrain from submitting a bid or proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other responding entity, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract;

APPENDIX C

AFFIDAVIT

8. The undersigned states that the entity identified in paragraph 3 has received the Commission's Ethics Policy; the Ethics Policy has been reviewed by its managerial staff; the terms and conditions of the Policy are understood; and the entity agrees to comply and assist the Commission in complying with the Policy. Insofar as undersigned knows, no member of the Commission and no employee or agent of the Commission has or will have any interest, either direct or indirect, in the prospective contract contemplated under the bid or proposal accompanying this Affidavit.

_____

(Affiant)

_____

(Printed)

Sworn to before me and subscribed in my presence this _____day of _____, 20_____.

_____

(Notary Public)

Appendix D- Ethics Policy

Ohio Turnpike and Infrastructure Commission

Policy: **Ethics Policy**	**Authorized by:** Signed by: CF44F51E24AB46A... **Ferzan M. Ahmed, P.E.** **Executive Director**
Department: Legal	**Effective Date:** 8/21/2025
Policy No.: Leg 1	

1. **Purpose:** To ensure that all individuals employed by the Ohio Turnpike and Infrastructure Commission ("Commission") adhere to the high ethical standards in government embodied in Ohio's Ethics Laws as codified in Chapters 102 and 2921 of the Ohio Revised Code and as interpreted by the courts of this State and by the Opinions of the Ohio Ethics Commission (the "Ethics Laws").

2. **Authority/Reference:** ORC 102, et seq: ORC 2921, et seq.; Executive Order 2019-11D.

3. **Definitions:**

"Anything of value" includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment.

"Value" means worth greater than de minimis or nominal.

"Anyone doing business with the Commission" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission, their agents or anyone acting on their behalf.

4. **Policy:**

Policy Statement

It is policy of the Ohio Turnpike and Infrastructure Commission ("Commission") to carry out its mission in accordance with the strictest ethical guidelines and to ensure that the Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its

processes, and its accomplishments.

General Standards of Ethical Conduct

Commission officials and employees must, at all times, abide by protections to the public embodied in Ohio's ethics laws, as found in Chapters 102. and 2921 of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. (A copy of these laws is provided by the Commission, and receipt acknowledged, as required in R.C. 102.09(D).) Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees includes, but is not limited to, those listed below. No member or employee shall:

- Solicit or accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless the official or employee completely withdraws from any Commission discretionary or decision-making activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use his or her public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Be paid or accept any form of compensation for personal services rendered on a matter before, or sells goods or services to the Commission;
- Be paid or accept any form of compensation for personal services rendered on a matter before, or sell (except by competitive bid) goods or services to any state agency other than the Commission, unless the member or employee first discloses the services or sales and withdraws from matters before the Commission that directly affect officials and employees of the other state agency, as directed in R.C. 102.04;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, (the Ethics Law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under R.C. 2921.42 are met);

- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services) in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;

- Solicit or accept honoraria (see R.C. 102.01(H) and 102.03(H));

- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission;

- Use or disclose confidential information protected by law, unless appropriately authorized;

- Solicit or accept any compensation, except as allowed by law, to perform his or her official duties or any act or service in his or her official capacity; and

- Use, or authorize the use of, his or her title, the name "Commission," or the "Commission's acronym," or the Commission's logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;

For purposes of this policy:

- "Anything of value" includes anything of monetary value, including, but not limited to, money, loans, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.

- "Anyone doing business with the Commission" includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission, their agents or anyone acting on their behalf.

Financial Disclosure

Every Commission member or employee required to file a financial disclosure statement must file a complete and accurate statement with the Ethics Commission by May 15th of each year. Any member or employee appointed or employed to a filing position after February 15th and required to file a financial disclosure statement must file a statement within ninety days of appointment or employment.

Ethics Education

All Commission members and employees who hold senior policy positions must participate in the ethics education offered by the Governor's Office pursuant to Executive Order 2019-11D. The Executive Order requires education in the amount of four hours every two years. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

Publication of the Commission's Ethics Policy

The Commission's Ethics Policy shall be published on the Commission's website, www.ohioturnpike.org. Persons, corporations or other parties seeking to conduct business with the Commission in amounts in excess of $10,000.00 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

Assistance

The Ethics Commission is available to provide advice and assistance regarding the application of the Ethics Law and related statutes. The Commission can be contacted at (614) 466-7090. The Commission's web site address is: www.ethics.ohio.gov. The Commission's counsel and counsel for the Governor's office are available to answer questions involving this policy.

Penalties

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

Evaluation and Changes

This policy shall be evaluated for effectiveness by the Commission no less than biennially. The policy may be changed only by a majority vote of the Commission.

5. Applicability: This policy applies to all employees of the Commission.

6. Contact: General Counsel

7. Policy History

Date	Description of Change	Department
8/21/2025	Original Issuance	Legal

APPENDIX E

AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D
Governing the Expenditure of Public Funds on Offshore Services & Response to Russia's Unjust War on the Country of Ukraine

The Bidder/Respondent affirms that it has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating Commission data offshore in any way, or purchasing from Russian institutions or companies. The Executive Orders are available at the following websites: https://governor.ohio.gov/media/executive-orders/2019-12d and https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D).

The Bidder/Respondent 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 Bidder/Respondent will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Bidder/Respondent:

_____ _____
(Address) (City, State, Zip)

2. Location where services will be performed by the Bidder/Respondent:

_____ _____
(Address) (City, State, Zip)

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

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

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

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

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

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

5. Name/Location(s) where Commission data will be stored, accessed, tested, maintained or backed- up, by Bidder/Respondent:

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

6. Name/Location(s) where Commission data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

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

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

The undersigned Bidder/Respondent also affirms, understands and agrees that the Bidder/Respondent and its subcontractors are under a duty to disclose to the Commission any change or shift in location of services performed or data storage by the Bidder/Respondent or its subcontractors before, during and after execution of any Contract with the Commission. Bidder/Respondent agrees it shall so notify the Commission immediately of any such change or shift in location of its services or data storage.

The Commission has the right to immediately terminate the contract, unless a duly signed waiver from the State of Ohio, Department of Administrative Services, has been attained to permit the Bidder/Respondent to perform the services or locate Commission data outside the United States.

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

Bidder/Respondent: _____

By: _____
(Signature)

Printed: _____
(Name) (Title)

Date: _____

APPENDIX F– Office of Opportunity and Inclusion Forms

SMALL BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

To be eligible for selection to award this contract, each Respondent/Bidder must complete and submit this Small Business Enterprise (SBE) Participation Certification (page 1) and SBE Utilization Plan (page 2) with its Proposal/Bid. The Ohio Turnpike and Infrastructure Commission ("Commission") may consider as non-responsive and reject any Proposal/Bid that does not contain a Certification (page 1) and Utilization Plan (page 2) that properly demonstrates the Respondent's/Bidder's commitments with SBEs for participation on the project if awarded the contract. The successful Respondent's/Bidder's SBE Participation Certification and Utilization Plan shall be incorporated as part of the resulting Contract. **To count toward the Goal, the companies must be certified as SBEs with the Commission at the time the Proposal/Bid is submitted. Businesses that are certified as SBEs with ODOT or EDGE certified with the Ohio Department of Development may submit a Fast-Track Application with the Commission but must still be certified as a SBE with the Commission at the time the Proposal/Bid is submitted.** If the Certification and Utilization Plan fail to demonstrate a commitment to meeting or exceeding the Goal stated in the Notice to Respondents/Bidders, Request for Proposals, Request of Letters of Interest or Bid Invitation (hereinafter referred to as the "Solicitation"), the Respondent/Bidder is required and must satisfactorily complete a Good Faith Efforts Demonstration (pages 4 to 5) to be considered for the contract.

The undersigned authorized agent of the Respondent/Bidder represents to the Commission as part of its Proposal/Bid to perform the duties of the Respondent/Bidder on the Project to have: (check one)

☐ attained commitments to meet or exceed the contract's SBE goal, and has documented SBE participation in the attached Utilization Plan for the project summarized as follows:

SBE Participation Commitment: $_____ Total Dollar Value ____% Percent of Total Proposal/Bid

Attached is the Utilization Plan evidencing commitments with each SBE that will participate in the project in a manner that meets or exceeds the goal and affirming the availability and planned participation of each business identified.

☐ failed to meet the contract's SBE goal despite its Good Faith Efforts to attain commitments to meet or exceed the goal, and has documented its efforts to achieve the goal in the attached Demonstration of Good Faith Efforts (page 4 and page 5) and documented commitments in the attached Utilization Plan to SBE participation on the project summarized as follows:

SBE Participation Commitment: $_____ Total Dollar Value _____% Percent of Total Proposal/Bid

1. Attached is the Utilization Plan evidencing commitments with each SBE that will participate in the project and affirming the availability and planned participation of each business identified; and
2. Attached is the Good Faith Efforts Demonstration, evidencing those Efforts that were unsuccessful in attaining SBE participation commitments that meet or exceed the goal.

_____
Respondent/Bidder

By: _____
Signature

Name:

Title: _____

Date: _____

Submit the Utilization Plan (page 2)and (if necessary) the Good Faith Efforts Demonstration (Pages 4 to 5) with the Proposal/Bid using the templates and instructions that follow.

Respondent/Bidder SBE Utilization Plan

(Complete and Submit with Participation Certification if SBE goal is attained)

Box 1:_____("Respondent/Bidder") certifies that the SBEs listed below have been contacted regarding participation on this project, and if the Respondent/Bidder is selected for award of the contract, it shall assure that subcontracts or supply agreements are executed with following named SBEs:

Column 1 **Name of SBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Amount Subcontracted to SBE** (See instructions)	Column 5 **Amount to be Applied Towards Goal** (See instructions)

Small Business Enterprise Contract Goal in Dollars _____ Box 2

Total SBE Credit Commitment _____ Box 3

**If Box 2 is greater than Box 3, proceed to complete and submit the Good Faith Efforts Documentation Form (pages 4 to 5)

Instructions for Small Business Enterprise Utilization Plan

Box 1: Name of Respondent/Bidder submitting Proposal/Bid.

Column 1: Name of the Small Business Enterprise ("SBE") participating on the project. To receive credit towards the contract goal, SBEs must be certified with the Commission at the time the Proposal/Bid is submitted. Businesses that are certified as SBEs with ODOT or EDGE certified with the Ohio Department of Development may submit a Fast-Track Application with the Commission but must still be certified as a SBE with the Commission at the time the Proposal/Bid is submitted. If a SBE is performing multiple scopes, repeat the name of the SBE for each scope that will be performed and the respective amount.

Column 2: The Project Role that the SBE will be performing as follows:

- Prime Contractor
- Subconsultant
- Subcontractor
- Manufacturer or Regular Dealer
- Broker
- Trucking/Hauler

List each project role to be performed by a single SBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (Column 5).

Column 3: A description of the work to be performed by the SBE must be consistent with the industry used for its certification. The Respondent/Bidder may rely upon the descriptors listed in the Commission's Certification List.

For example: https://www.ohioturnpike.org/business/ooi or those eligible for Fast Track certification as a SBE see: https://ohiodot.dbesystem.com/.

A Respondent/Bidder subletting a portion of a bid item or task shall state "Partial" and describe the Work that is included (e.g., "Surveying (Partial) – Site Plan" ,"Electrical (Partial) – Trenching").

Column 4: List the total amount to be subcontracted to each SBE for the services they are performing.

Column 5: This is the total dollar amount of the project each line listed in the certification that the prime intends to apply towards meeting the Contract goal. It may be that only a portion of the amount subcontracted to a SBE in Column 4 is eligible to be credited toward meeting the goal. See Notes below. The Commission will utilize the sum of this column (Box 3) to determine whether or not the respondent has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in Column 4, then the sum will be corrected, and the total (Box3) will be revised accordingly.

Notes: (A) For Work self-performed by a SBE bidding as a prime contractor, the Respondent/Bidder may claim 100% of the amount self-performed (Column 4) towards meeting the goal (Column 5). **(B)**For Work performed by SBE subcontractors, the Respondent/Bidder may claim 100% of the Commercially Useful Functions performed by subcontractors (i.e., the subcontractor must perform or exercises responsibility for at least 30% of the total cost of its subcontract using its own workforce, and have responsibility, for negotiating prices to purchase its materials and supplies, determining quality and quantity, ordering the material, and installing and paying for the material itself). **(C)** For materials supplied by a Manufacturer or a Regular Dealer, the Respondent/Bidder may claim 100% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). **(D)** SBE credited for the total value of the trucking services provided using its own trucks and employees and the total value of transportation services SBE provides using non-SBE trucks that do not to exceed the value provided by SBE-owned trucks operated by its employees (i.e., no more than one non-SBE truck foreach SBE truck). **(E)** For work contracted out to a broker, the Respondent/Bidder may only claim the fees paid to a broker towards meeting the goal (Column 4).

Box 2: Box 2 is the Contract goal for SBE participation goal appearing on the Solicitation.

Box 3: Box 3 is the sum of the values in Column 5. This value must equal or exceed the Contract goal amount written in Box 2, or Good Faith Effort Demonstration is required if insufficient SBE Participation has been achieved. See the following pages (page OOI-4 and page OOI-5) for the materials necessary for demonstrating the Respondent's/Bidder's Good Faith Efforts.

DEMONSTRATION OF GOOD FAITH EFFORTS

(Complete and Submit if Utilization Certification and Plan Fail to Meet Contract Goal)

Project Name _____ Project Number _____

Respondent/Bidder Name _____ Federal Tax I.D. _____

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1. Opportunities: Indicate how the Respondent/Bidder subdivided portions of the work or services to increase the likelihood of SBE participation in the Project (attach additional pages if needed, and all supporting documentation).

2. Availability: Indicate the services or organizations that aided you in identifying and recruiting SBEs in preparing the Proposal response (attach additional pages if needed, and notes of each contact listed).

A. Organization:_____ Date(s) of Contact:_____ Contact Means:_____

Subject of Inquiry: _____

B. Organization:_____ Date(s) of Contact:_____ Contact Means:_____

Subject of Inquiry: _____

C. Organization:_____ Date(s) of Contact:_____ Contact Means:_____

Subject of Inquiry: _____

3. Efforts: List all SBEs that you supplied adequate and timely information about the scopes of work and requirements of the project (attach additional pages if needed, and copies of all transmittals, any shipping receipts or documentation of providing info. etc.).

A. Business _____	Contact Name _____	Date _____
B. Business _____	Contact Name _____	Date _____
C. Business _____	Contact Name _____	Date _____
D. Business _____	Contact Name _____	Date _____
E. Business _____	Contact Name _____	Date _____

4. **Efforts:** List all interested SBEs which you rejected to perform the Work of the Contract. Please provide the specific reason(s) for the decision to reject (attach additional pages if needed).

A. Business: _____

Reason(s) for rejection: _____

B. Business: _____

Reason(s) for rejection: _____

C. Business: _____

Reason(s) for rejection: _____

5. **Efforts:** List the names, dates, and telephone numbers of all SBEs with which you entered into negotiations for its participation on the project and the general scope of work negotiated, and the reason why negotiations were not successful (attach additional pages if needed).

A. Business: _____

Contact: _____

Phone: _____

Date(s) of contact: _____

Scope of Work: _____

Reasons for ending negotiations: _____

B. Business: _____

Contact: _____

Phone: _____

Date(s) of contact: _____

Scope of Work: _____

Reasons for ending negotiations: _____

C. Business: _____

Contact: _____

Phone: _____

Date(s) of contact: _____

Scope of Work: _____

Reasons for ending negotiations: _____

D. Business: _____

Contact: _____

Phone: _____

Date(s) of contact: _____

Scope of Work: _____

Reasons for ending negotiations: _____

GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO ACHIEVE OR EXCEED THE CONTRACT GOAL

If the SBE Participation Certification and Utilization Plan fails to document commitment to achieving the SBE Goal set forth in the notice to Respondents/Bidders, complete the Good Faith Effort Demonstration Form to document necessary and reasonable actions that, by their scope, intensity, and appropriateness, would reasonably be expected to attain SBE participation that meets or exceeds the goal.

The Commission's determination of Good Faith Efforts is based on consideration of the quality, quantity, and intensity of the different kinds of actions taken. The activities or efforts undertaken to when making a Good Faith Effort must be those that one could reasonably expect to deploy when seriously, actively and aggressively attempting to obtain SBE participation in relative proportion to those that are Available to capably perform Commercially Useful Functions under the Opportunities presented in given contract.

The analysis for determining whether the Respondent/Bidder fulfilled its obligation to use Good Faith Efforts, the Commission will consider the demonstration of the following, which the form is intended to illicit from the Respondent/Bidder:

1. **"Opportunities"** means the subcomponents of the project that are identifiable as economically viable scopes of work that may interest subcontractors in responding to the respondent's solicitations to participate in the Project. The unique opportunities each project presents is determined based on the nature of the project using in-house expertise and the aggregation of those that the Respondents/Bidders may identify in their proposals or bids.

1. **"Availability"** means the degree of ready, willing and able SBEs available to capitalize on the opportunities presented under each project. The availability consideration examines the amount of SBEs in the relevant marketplace using (1) the Commission's list of certified SBEs (available at https://www.ohioturnpike.org/business/ooi); (2) the Ohio Department of Development's directory of EDGE certified businesses: https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program; (3) the Ohio Department of Transportation's registry of SBEs: https://ohiodot.dbesystem.com/; and (4) any other Ohio-centric database that the Commission recognizes as using standards that are substantially similar to the requirements for certification with the Commission.

2. **"Efforts"** means the documented attempt to meaningfully and earnestly solicit the interest of available SBEs to fulfill the opportunities presented to perform on the Project, including making a sufficient number of contacts to follow up with any available but non-responsive SBEs and negotiating in good faith with available SBEs to reach reasonably agreeable terms for their participation.

3. **"Commitments"** means the Respondent's or Bidder's representations in the Participation Certification and Utilization Plan to have successfully achieved commitment(s) to utilize verified SBEs to perform on the project.

The determination that a given Respondent/Bidder satisfactorily used and demonstrated its Good Faith Efforts is based on the holistic review of the Opportunities, Availability, Effort and Commitment documented in the bid or proposal documents.

A. Opportunities and Availability

This assessment of opportunities and availability compiles those SBEs that the Respondent /Bidder may identify in their Utilization Plan and Good Faith Efforts Demonstration forms, but also may go outside the form to identify additional possible opportunities under the project and recognized certification registries for possible untapped available firms.

A Respondent/Bidder can demonstrate fulfilling the **Opportunity** component is documenting that the Respondent/Bidder performed actions that include the following:

a. Selected and packaged portions of the work in order to increase the likelihood that the SBEs will respond to solicitations expressing interest in participating on the project. This includes, where appropriate, breaking out contract work into economically feasible units to facilitate participation through subcontracting.

b. Soliciting the interest of all SBE entities available to perform on the project through reasonable, meaningful and available means and providing a reasonable and meaningful time to respond.

The means for a Respondent/Bidder to fulfill the **Availability** component of demonstrating good faith efforts includes the following:

a. Searching recognized registries identifying certified SBEs that potentially could fulfill the opportunities under the project.

b. Identifying other possible ready, willing and able SBEs through the effective use of the services of available from plan rooms, community organizations, contractors' groups, local, state, and Federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of SBE entities.

B. Efforts and Commitment

Respondents/Bidders must document level of exertion used to engage the Availability pool on the Opportunities presented under the project. The **Efforts** component considers the active attempts to successfully reach terms with interested SBE firms, which may include the following:

a. Negotiating in good faith with interested SBE entities so as to facilitate their participation on the Project.

b. Not rejecting SBE entities without sound reasons based on a thorough investigation of their capabilities.

c. Assisting SBE entities in obtaining bonding, lines of credit, or insurance as required.

The **Commitment** component provides a cross-check on the identified and documented Opportunities, Availability and Efforts. Unless the analyses under the Opportunities, Availability and Efforts prongs demonstrate otherwise, the utilization of Good Faith Efforts is expected to result in the Respondent/Bidder successfully representing its achievement of SBE participation goal for the contract. The Respondent/Bidder must provide justification for any lack of Commitment by showing that the failure occurred despite its Good Faith Efforts through the demonstration under the Opportunity, Availability and Efforts prongs of the test.