



# Ohio Department of Transportation

1980 West Broad Street, P.O. Box 899, Columbus, Ohio 43223-0899

May 7, 2008

To All Prospective Program Managers:

Enclosed is the formal Request for Proposal for Ohio's Business Logo Sign Program. If you are interested in responding to this request, please do so in the manner and by the deadlines indicated in the Request for Proposal.

Thank you for your interest in this program.

Respectfully,

A handwritten signature in black ink, which appears to read "David Holstein". The signature is written in a cursive style and is positioned above the typed name.

David L. Holstein, Administrator  
Office of Traffic Engineering

DLH:jmr

Enclosure

## OHIO DEPARTMENT OF TRANSPORTATION

### REQUEST FOR PROPOSALS

The Ohio Department of Transportation (ODOT) is seeking proposals from firms or individuals capable of serving as Program Manager for the Business Logo Sign Program. Program Manager duties include marketing the program to potential businesses; assessing business compliance with program requirements; developing work plans; executing advertising agreements with participating businesses; collecting fees from participating businesses; assuming fiduciary responsibility for the Program; the installation of the specific service signs, trailblazer signs, and logo sign panels; the fabrication and installation of the sign supports; and the maintenance of the specific service signs, trailblazer signs, logo sign panels, and supports.

There are many requirements which must be integrated into this program by the offeror. These include, but are not limited to, the requirements contained in the attachments to this request. The offeror needs to read and understand the terms and conditions contained in the contract and its attachments prior to submitting a proposal.

Terms used in this Request for Proposal are defined in Ohio Administrative Rule 5501:2-6-01.

### PROPOSAL GUIDELINES

#### 1.) PROPOSAL DELIVERY

Sealed proposals will be received until 2:00 pm eastern time on **June 11, 2008** at the following location:

Ohio Department of Transportation  
Office of Contracts  
1980 W. Broad Street – 1<sup>st</sup> Floor  
Columbus, OH 43223

No proposals will be accepted after the time specified. No facsimile transmissions will be accepted. ODOT reserves the right to reject any and all proposals.

Timely receipt of proposals will be determined by the date and time the proposal is received at the address specified. Receipt of proposals in the ODOT Mail Room or any other ODOT office shall not be considered timely. Hand delivery is encouraged to assure timely receipt. Proposals received after the deadline will be stamped for time and date and returned unopened.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until the Program Manager is selected at which time all submitted information becomes a part of the public record.

Ten copies of the proposal are required. They should be packaged in such a manner that the outer wrapping clearly indicates the following information:

Request for Proposal  
Business Logos Sign Program  
Program Manager Name

## **2.) PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10:00 am on Monday, **May 19, 2008** at 1980 West Broad Street, Columbus, Ohio 43223, to answer questions related to this Request for Proposals. This will be the only opportunity for prospective Program Managers to ask questions. No questions will be answered in any forum other than this conference.

Those who will attend the conference are requested to advise James M. Roth, P. E., Signing Engineer, Office of Traffic Engineering, at (614) 752-0438, at least 48 hours prior to the scheduled start of the meeting.

## **3.) PROPOSAL CONTENT**

The proposal shall include as a minimum:

A work plan detailing how the offeror will administer the program, including a proposed marketing strategy to maximize business participation.

A work plan detailing the ongoing administration of the project subsequent to implementation.

A proposed advertising agreement format, subject to final approval by ODOT.

A proposed trailblazing sign consent resolution, subject to final approval by ODOT.

Description of the offeror's organization.

Previous experience which would qualify the offeror to successfully administer the program. Include specific details of related experience, such as dates of work or assignment, name and address of client organization, if appropriate, etc.

A plan for staffing the program including brief resumes for key staff members.

Income statements and balance sheets for the last three years. In lieu of three years of income statements and balance sheets, a current audited financial statement, prepared by a certified public accountant, may be provided. (This information shall not be considered as one of the 25 pages of the proposal.)

A bank reference.

Any other data which may be useful to ODOT in evaluating the offeror's capability to perform satisfactorily.

The proposals shall not exceed 25 pages in length on 8½ inch by 11 inch paper. Three of these pages may be on 11 inch by 17 inch paper. One side of a sheet is one page. Proposals in excess of 25 pages will be considered informal and may not be accepted for consideration. The proposals shall be signed by a representative or officer authorized to bind the offeror. This sheet shall not be considered as one of the 25 pages of the proposal. Individuals of the offering organization authorized to negotiate a contract with ODOT based on the proposal shall be identified by name, title, address and telephone number.

In addition to the above, the offeror shall provide information pertaining to all past, present, or anticipated lawsuits or litigation that have been brought by or against the offeror's company, subsidiary company, or parent company. Included shall be legal actions that were settled before trial and that are not deemed confidential.

#### 4.) PROPOSAL EVALUATION

ODOT reserves the right to request from the top ranked offerors:

An on site inspection of the offeror's facilities

An audited financial statement of the offeror, prepared by a certified public accountant, substantiating the offeror's financial capacity to administer the Business Logos Sign Program.

A selection committee will review the proposals. The selection committee consists of the following:

Cathy Cola Perkins, Division of Chief Legal Counsel  
Julie Ray, Division of Finance and Forecasting  
Steve Campbell, Chief of Staff  
Keith Swearingen, Deputy Director of Highway Operations

The selection committee will evaluate the proposals based on the following criteria:

The offeror's past experience, particularly in the areas of public contact, marketing, advertising, and project management. (include references)

Experience and quality of the offeror's key staff. (include references)

Resources including management, equipment and organization capabilities.

Ability of the offeror to fulfill its fiduciary responsibility particularly in the area of financial resources, financial stability, and fidelity bonding capability.

Proposed work plan including marketing sales strategy.

The selection committee will make an assessment of the proposals and develop a list of offerors judged capable of administering the program. Each offeror judged capable of administering the program will be required to make an oral presentation to the selection committee. The oral presentations will be given at 10:00 am on Thursday, **June 26, 2008** at 1980 West Broad Street, Columbus, Ohio 43223. Attendance at each offeror's presentation will be restricted to representatives of the offeror, staff members of ODOT and selection committee members. The order of presentations will be determined by random drawing the morning of the presentations.

Oral presentations will be limited to forty-five minutes per offeror.

Offerors may use audio-visual aids. A video and computer capable multi-media projector will be available. If any other equipment is needed, it will be the offeror's responsibility to provide those items.

Introduction of new material in the course of an oral presentation may constitute grounds for rejecting the written proposal as incomplete or informal. Brochures, forms, or other items mentioned in the proposal shall not constitute new material.

ODOT reserves the right to record oral presentations for its exclusive review in the course of the proposal selection process. Any recordings of oral presentations shall become the exclusive property of ODOT.

After the oral presentations are completed, a list of qualified offerors will be selected by the selection committee. These qualified offerors will be invited to submit a Program Administration Fee form.

## **5.) PROGRAM ADMINISTRATION FEE**

Each qualified offeror is required to complete and submit a Program Administration Fee Form indicating the semiannual administration fee required to operate the Business Logo Sign Program. (This form will be included as Attachment E in the signed contract with the successful offeror.) Sealed forms will be received until 2:00 pm eastern time on **July 11, 2008** at the following location:

Ohio Department of Transportation  
Office of Contracts  
1980 W. Broad Street – 1<sup>st</sup> Floor  
Columbus, OH 43223

No forms will be accepted after the time specified. No facsimile transmissions will be accepted. ODOT reserves the right to reject any and all forms.

Timely receipt of the forms will be determined by the date and time the form is received at the address specified. Receipt of forms in the ODOT Mail Room or any other ODOT office shall not be considered timely. Hand delivery is encouraged to assure timely receipt. Forms received after the deadline will be stamped for time and date and returned unopened.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until the Program Manager is selected at which time all submitted information becomes a part of the public record.

The following information is provided to the offeror and can be used in preparing the Program Administration Fee form. The information is believed to be accurate, but cannot be guaranteed due to the changing nature of the businesses participating in the program.

Approximate number of businesses participating in the program as of October 31, 2007 = 3614.

It is estimated that approximately 95% of the participating businesses have logo panels displayed in both directions. The remainder have logo panels displayed in only one direction.

**As of November 1, 2007, the number of businesses of a particular type that can participate in the logo program at an interchange increased from six to twelve, in accordance with Chapter 5501:2-06 of the Administrative Code, which will have the potential to increase the number of participating businesses.**

## **6.) DISPOSITION OF BID PROPOSALS**

The award will be made to the qualified offeror proposing the lowest program administration fee to operate the Business Logo Sign Program.

ODOT reserves the right to cancel this solicitation or reject all proposals at any time and during any phase of the process.

**PROGRAM ADMINISTRATION FEE**

Complete and submit this Program Administration Fee form in accordance with Section 5 of the Request for Proposals. **DO NOT SUBMIT THIS FORM AT THE TIME OF THE PROPOSAL SUBMISSION.** This form will be included as Attachment E in the signed contract with the successful offeror.

Remittance shall be provided by the offeror to ODOT semiannually during the life of the contract:

	June 30, 2009	June 30, 2010	June 30, 2011
December 31, 2008	December 31, 2009	December 31, 2010	

Remittance shall be provided by the offeror within seven working days following the above dates.

The semiannual remittance provided to ODOT shall be the total amount of the fees collected from the participating businesses for the display of mainline, ramp and trailblazer logo panels reduced by the program administration fee, the new installation reimbursable expenses, and the new business bonus allowance, for the six month period ending on the remittance due date. The program administration fee for the remittance due on December 31, 2008 will be linearly prorated from the date this contract is in effect. The new installation reimbursable expenses shall be applied to the six month period when the work is completed. The new business bonus allowance shall be based on the number of businesses with logo panels displayed as of the remittance due date, and will not be prorated. Businesses under contract but without logo panels displayed will not be included in the semiannual total. The new business bonus allowance of \$150 per business will be calculated on the number of businesses with logo panels displayed in excess of 3,600. The minimum semiannual remittance to ODOT shall be \$500,000. The minimum remittance due to ODOT on December 31, 2008 will be linearly prorated from the date this contract is in effect.

The following amount will be used in determining the semiannual remittance due by the Program Manager to ODOT. Offerors shall indicate below the semiannual administration fee required to operate the Business Logo Sign Program.

**Semiannual Program Administration Fee**



\$

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized signature by officer of the company)

\_\_\_\_\_  
(Type or print name shown above)

Title of Officer Signing: \_\_\_\_\_

Name of Company: \_\_\_\_\_

ODOT AGREEMENT NO. \_\_\_\_\_

**CONTRACT  
FOR OHIO BUSINESS LOGO SIGN PROGRAM**

This Contract is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, (hereinafter referred to as "ODOT") and \_\_\_\_\_ (hereinafter referred to as "Program Manager").

**RECITALS**

Pursuant to Section 4511.101(C) of the Ohio Revised Code and Chapter 5501:2-6-03 of the Ohio Administrative Code, the Director of the Department of Transportation may contract with any private person to administer the Business Logo Sign Program (hereinafter referred to as the "Program"). The Program shall operate at interchanges on Interstate highways and non-interstate State and US freeways, expressways, and divided multi-lane limited access highways located in the State of Ohio under the jurisdiction of ODOT.

NOW, THEREFORE, it is mutually agreed as follows:

**1. DEFINITIONS**

- 1.1 All definitions contained in Chapter 5501:2-06-01 of the Ohio Administrative Code are hereby incorporated into this contract as if fully rewritten.
- 1.2 In addition to the definitions referenced in Paragraph 1.1 above, the following definitions shall apply:
  - a. "As-built plans" means a schematic showing the configuration and location of all interchange related signs, and signs located in near proximity to the interchange, after the specific service signs are installed.
  - b. "Limited Access Highway" means a highway with one or more crossroads separated in grade.
  - c. "New Business Bonus Allowance" means the compensation to be provided to the Program Manager by ODOT as an incentive for the Program Manager to increase business participation in the Program.
  - d. "New Installation Reimbursable Expense" means an expense incurred by the Program Manager for the installation of new extrusheet specific service signs and/or new beam supports and foundations to allow a greater number of businesses to participate in the Program and for which the Program Manager will be compensated by ODOT (see Appendix F).
  - e. "Program Administration Fee" means the compensation to be provided to the

Program Manager by ODOT to operate the Business Logo Sign Program.

f. "Right-of-way Permit" means a permit issued by ODOT to the Program Manager to occupy the highway right-of-way.

**2. LEGAL REFERENCES**

2.1 This contract is governed by the following statutes, rules, policies, and manuals, as amended from time to time, which are herein incorporated in their entirety:

1. SECTIONS 4511.101 AND 5516.02 OF THE OHIO REVISED CODE (ATTACHMENT A)
2. CHAPTER 5501:2-06 OF THE ADMINISTRATIVE CODE (ATTACHMENT B)
3. SIGNING STANDARDS AND GUIDELINES FOR THE BUSINESS LOGO SIGN PROGRAM (ATTACHMENT C)
4. RIGHT-OF-WAY PERMITS PROCESS (ATTACHMENT D)
5. PROGRAM ADMINISTRATION FEE (ATTACHMENT E)
6. NEW INSTALLATION REIMBURSABLE EXPENSES (ATTACHMENT F)
7. REMITTANCE CERTIFICATION FORM (ATTACHMENT G)
8. OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
9. ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS
10. ODOT STANDARD CONSTRUCTION DRAWINGS
11. ODOT TRAFFIC ENGINEERING MANUAL

**3. DURATION AND EXTENSION OF CONTRACT**

3.1 ODOT hereby grants to the Program Manager the right to promote, develop, market, and operate a Business Logo Sign Program on the right-of-way of certain portions of the interstate system and non-interstate freeways, expressways, and other divided multi-lane limited access highways within the State of Ohio and in accordance with the limitations contained herein. This contract shall expire on June 30, 2011.

3.2 This contract may be affirmatively renewed by ODOT and the Program Manager for one additional term of four (4) years to expire on June 30, 2015 on the same terms and conditions stated herein, except that the program administration fee and new business bonus allowance may be renegotiated as acceptable to the Program Manager and ODOT. In the event that either party does not wish to renew this contract, it shall give the other party at least six (6) months written notice of such intent.

3.3 Any renewal shall be by written addendum and shall be executed by the Director of Transportation and the Program Manager, evidencing the parties' agreement to renew the contract. If the parties hereto do not execute an addendum evidencing their agreement to renew this contract, neither party to this contract shall have any further obligation hereunder.

**4. CONTRACT MODIFICATIONS**

- 4.1 Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justification of such changes.
- 4.2 If ODOT requests an amendment or modification, the Program Manager shall be notified in writing so that it may determine what impact such modifications will have on the ability of the Program Manager to fulfill its contractual obligations. Within thirty (30) days of the receipt of the written notice, negotiations shall commence between ODOT and the Program Manager if necessary to address any concerns that may arise as a result of the requested modifications, including any recommended adjustments in the semiannual remittance provided to the State. If ODOT and the Program Manager are unable, within sixty (60) calendar days from the commencement of negotiations, to reach a mutually acceptable resolution of problems resulting from requested contract modifications, either party may terminate this Contract in accordance with Section 5.
- 4.3 Should the parties consent to modifications of the contract, then an amendment shall be drafted, approved, and executed in the same manner as the original contract.
- 4.4 Either party shall have the right to terminate this Contract if ODOT and the Program Manager are unable to reach a mutually acceptable resolution of any issues arising from requested contract modifications as described in Section 4. The terminating party shall give one hundred twenty (120) days written notice of termination.

**5. CONTRACT TERMINATION**

- 5.1 Either party may terminate the Contract for default of the other party as described in Paragraph 5.2 below.
- 5.2 An act of default or breach of Contract shall occur in the event that either party fails to perform its material obligation required under this agreement, or if the Program Manager:
  - a. commits any act of bankruptcy or insolvency, or becomes insolvent or is declared bankrupt, or
  - b. allows any final judgment to stand against it unsatisfied for a period of ten days, or
  - c. makes an assignment for the benefit of creditors, or
  - d. fails to pay contractors hired for carrying out the provisions of the agreement in a timely manner;
  - e. fails to follow the marketing plan as developed in Section 9;
  - f. fails to remit semiannual payment to ODOT in accordance with Section 6; or
  - g. fails to respond to requests of ODOT in accordance with Section \_\_\_.
- 5.3 After an act of default or breach of contract by either party, the other party, once it learns of

the default, shall give written notice specifying the breach or default and give the defaulting party thirty (30) calendar days after receipt of such notice to commence to remedy and correct its default or breach. If the defaulting or breaching party, after receipt of such notice, does not commence to remedy and correct its breach or default within a period of thirty (30) calendar days, the other party may notify the defaulting party, in writing, that the contract will terminate in no more than sixty (60) days of the receipt of said second notice.

- 5.4 After notice of termination has been given by either party, the Program Manager shall have no further obligation to promote, develop, or market the program, but shall continue to operate the program as required until the effective date of the termination.
- 5.5 No default in the performance of the terms, covenants, or conditions of this Contract on the part of either party will be deemed to continue if ODOT or the Program Manager is delayed or prevented from remedying the default by:
  - a. strike or other labor disputes, or
  - b. any order, directive, or other interference by a municipal, state, federal, or other governmental official or agency which materially affects the performance of either party under this Contract, or
  - c. any other cause reasonably beyond the control of the party in default provided, however, that if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of the defaulting party, without further delay, to commence or continue the correction of the default.
- 5.6 The delay or failure of ODOT at any time, to insist upon a strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, and covenants herein.

**6. PROGRAM ADMINISTRATION FEE**

- 6.1 The Program Manager shall follow the fee schedule for the Program set forth by the Director in Paragraph 6.3. The Program Manager shall assess fees to participating businesses beginning the date that this Contract is effective. From time to time, the Director may adjust the fees charged the participating businesses. Written notice will be provided to the Program Manager whenever such adjustments are made. The revised fees will become effective at the beginning of the second calendar quarter following the receipt of written notice by the Program Manager. The Program Manager shall provide written notice to the participating businesses of any fee increase at least sixty (60) days prior to the fee going into effect.
- 6.2 The Program Manager shall ensure that fees do not exceed the amounts prescribed by the Director unless specifically agreed to by the Director or his designee, the Deputy Director of the Division of Highway Operations. The annual fees shall be prorated for businesses joining or leaving the Program.

6.3

Annual Participation Fee	
Mainline Logo and Ramp Logo per Direction (Total annual cost to display one mainline and one ramp logo panel)	\$ 800
Trailblazer Logo per Sign (Total annual cost to display one trailblazer sign)	\$ 120

- 6.4 At the end of each six month period ending on June 30 and December 31, as described in Attachment E to this Contract, the Program Manager shall determine the following:
- a. the total amount of the fees collected from the participating businesses for the display of mainline, ramp and trailblazer logo panels during the six month period ending on the remittance due date;
  - b. the total amount of the new installation reimbursable expenses in accordance with Attachment F to this Contract for installations completed in that six month period; and
  - c. the number of businesses with logo panels displayed as of the remittance due date.

The Program Manager shall calculate the new business bonus allowance for the six month period. The new business bonus allowance shall be based on the number of businesses with logo panels displayed on the remittance due date, and will not be prorated. Businesses under contract but without logo panels displayed will not be included in the semiannual total. The new business bonus allowance is \$150 per business with logo panels displayed in excess of 3,600. The new business bonus allowance is on a per business basis, and is not dependent upon the number of logo panels displayed for any business.

The Program Manager shall provide a remittance to ODOT on a semiannual basis. The semiannual remittance shall be the total of the fees collected from the participating businesses for display of mainline, ramp and trailblazer logo panels reduced by the program administration fee as shown in Attachment E to this Contract, the new installation reimbursable expenses as shown in Attachment F to this Contract, and the new business bonus allowance as calculated above, for the six month period ending on the remittance due date. The program administration fee for the remittance due on December 31, 2008 will be linearly prorated from the date this contract is in effect.

The minimum semiannual remittance to ODOT shall be \$500,000. The minimum remittance shall not be reduced below \$500,000 regardless of the amount of the administration fee, the new installation reimbursable expenses and the new business bonus allowance. The minimum remittance due to ODOT on December 31, 2008 will be linearly prorated from the date this contract is in effect.

- 6.5 The Program Manager shall submit documentation to the Director's designee, the Deputy Director of the Division of Highway Operations substantiating the calculations described in Paragraph 6.4, along with a completed Remittance Certification Form (see Attachment G) with the semiannual remittance.
- 6.6 The Program Manager shall remit to ODOT the semiannual remittance as calculated in Paragraph 6.4. Remittance shall be in the form of a check written to "Treasurer, State of Ohio." Remittance shall be received within seven working days of the end of each six month period (June 30, December 31) that this contract is in effect. The checks shall be sent to the following location:

Deputy Director, Division of Finance and Forecasting  
Ohio Department of Transportation  
Division of Finance and Forecasting  
1980 West Broad Street – 4<sup>th</sup> Floor  
Columbus, Ohio 43223

In the event that this contract is extended in accordance with Section 3.2 of this contract, a new schedule acceptable to the Program Manager and ODOT shall be negotiated.

**7. OFFICE**

7.1 The Program Manager shall establish, operate, and maintain an office and sufficient staff in the State of Ohio.

**8. ADVERTISING AGREEMENT**

8.1 The Program Manager shall develop an advertising agreement to be used in this Program, approval of which shall be obtained from ODOT prior to use.

8.2 This advertising agreement shall be executed with every participating business, upon determining their eligibility under Section 10.

8.3 The advertising agreement shall include provisions for the adjustment of fees if the fee schedule in Section 6.3 is adjusted by ODOT .

**9. MARKETING**

9.1 The Program Manager shall develop a marketing plan acceptable to ODOT to explain the features of the Program, including a discussion of the fee schedule assessed participating businesses and a comparison of costs for the Business Logo Sign Program with other advertising mediums. A copy of the marketing plan shall be provided to ODOT within 30 days after the effective date of this Contract.

9.2 The Program Manager shall contact all participating businesses within sixty (60) days after the effective date of this Contract to explain that the fees have been reinstated as of the effective date of this Contract, and to begin the process of executing new advertising agreements with the participating businesses.

9.3 The Program Manager shall actively promote and market the program to all potentially eligible businesses at eligible interchanges where space exists for additional signage. All such businesses shall be contacted within the first twelve months of this Contract.

9.4 The Program Manager shall provide a monthly progress report to the Deputy Director of the Division of Highway Operations or his designee indicating that the marketing plan is being

followed, the status of the progress being made, the names, addresses, locations, and phone numbers of the businesses contacted, and the method of contact. The monthly reports are due within five working days after the end of the month. The first monthly progress report is due at the end of the first full month that this Contract is in effect. The final monthly progress report is due at the end of the twelfth full month that this Contract is in effect.

- 9.5 Failure to follow the marketing plan or provide monthly progress reports in a timely manner will be considered an act of default or breach of Contract.

**10. ELIGIBILITY**

- 10.1 The Program Manager shall investigate all businesses requesting participation in the Business Logo Sign Program to determine eligibility, as per the requirements contained in Rules 5501:2-6-01 through 5501:2-6-10 of the Administrative Code. The Program Manager shall make a reasonable effort to substantiate the information submitted by businesses to establish their eligibility.
- 10.2 The Program Manager shall provide written notification to all businesses found to be ineligible to participate stating the reasons for their ineligibility. This written notification shall include information regarding the appeals process.

**11. REASSESSMENT OF COMPLIANCE**

- 11.1 The Program Manager shall verify that each business for which logo sign panels are in place remains in compliance with all appropriate rules, regulations, agreements, laws and other requirements.

**12. GENERAL TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC PLAN**

- 12.1 Prior to performing any work along the highway, the Program Manager shall submit, for approval by ODOT, general plans for the work zone traffic control to be used during the Program Manager's field work. These plans shall be in conformance with the current editions of the Ohio Manual of Uniform Traffic Control Devices, the Ohio Department of Transportation Construction and Material Specifications, the Ohio Department of Transportation Standard Construction Drawings, and the Ohio Department of Transportation Traffic Engineering Manual. These plans shall, insofar as possible, cover all potential traffic control situations where workers or equipment will be on or along the highway. Approval of these general plans by ODOT must be granted before any work is done on or along the highway.

**13. DESIGN AND LOCATION**

- 13.1 All specific service sign locations shall comply with the Signing Standards and Guidelines for the Business Logo Sign Program (Attachment C), and the latest editions of the Ohio

Manual of Uniform Traffic Control Devices, the Ohio Department of Transportation Construction and Material Specifications, the Ohio Department of Transportation Standard Construction Drawings, and the Ohio Department of Transportation Traffic Engineering Manual.

- 13.2 Relocations of existing traffic signs may be needed at some locations to achieve the typical spacings shown in Attachment C. Proposed deviations from these typical placements must be included in the work plan, and will be considered on a case by case basis.

**14. RAMP SIGNS**

- 14.1 At *single lane* exit ramps where all of the businesses of the same type are not readily visible from the stop position of the ramp, ramp signs shall be included. They should generally be located on the right side of the ramp but may be placed on the left side where the ramp is of insufficient length to accommodate all the specific service ramp signs on the right side. Where possible, combination signs shall be utilized instead of left side signs. Ramp terminal signs may be used where insufficient space exists to install ramp signs on the left or right side of the ramp.
- 14.2 Where all of the businesses of the same type are visible from the stop position of a single lane exit ramp and there is insufficient room to install ramp or ramp terminal signs, they may be omitted.
- 14.3 At *two or more* lane exit ramps, ramp signs should be located prior to the lane assignment decision point. Where possible, combination signs shall be utilized instead of left side signs.
- 14.4 The Program Manager shall not locate ramp signs in such a manner that they obstruct the motorist's view of Stop signs or other critical traffic control devices.
- 14.5 If required ramp or ramp terminal signs cannot be installed at an interchange, the interchange is ineligible for the Business Logo Sign Program.

**15. SIGN LIGHTING**

- 15.1 Sign lighting is not permitted.

**16. TRAILBLAZING SIGNS**

- 16.1 Where trailblazing signs are required on roads not under the jurisdiction of ODOT, the Program Manager shall obtain written permission or consent legislation for their installation from the appropriate local authorities. If permission cannot be obtained, the business shall not be eligible to have their logo sign panels displayed on specific service signs at that interchange.

**17. RELOCATION/REMOVAL OF EXISTING SIGNS**

- 17.1 Existing signs may have to be relocated by the Program Manager to accommodate the program. Such relocation(s) shall be the responsibility of the Program Manager and shall be accomplished only with the written permission of, and at a location approved by, the District Deputy Director or his designee. This permission may also be part of the initial right-of-way permit if solicited with the permit application. All work on existing signs shall be included on the plans. Relocations of existing signs may require the use of breakaway supports in accordance with ODOT standards.
- 17.2 The Program Manager will be reimbursed by ODOT for the removal of existing non-specific service signs and ground mounted beam supports and foundations and reinstallation of the signs on new ground mounted breakaway or non-breakaway beam supports on new foundations in accordance with the provisions contained in Attachment F to this Contract.

**18. SITE RESTORATION**

- 18.1 Where signs and supports are removed for relocation or disposal, the site shall be restored in accordance with Section 630.12 of the Ohio Department of Transportation Construction and Material Specifications.

**19. COORDINATION WITH OTHER PROJECTS**

- 19.1 At the time a work plan for a specific interchange is submitted, the Program Manager may request that ODOT determine what affect other projects either under development or planned construction in the area will have on the proposed specific service signs. ODOT will provide pertinent information when requested by the Program Manager.

**20. RIGHT-OF-WAY PERMIT**

- 20.1 A right-of-way permit shall be obtained prior to the start of work at a particular interchange. The right-of-way permit process shall be in accordance with the process set forth in Attachment D.
- 20.2 The right-of-way permit issued for a particular interchange shall remain valid for the life of this Contract unless revoked by ODOT.

**21.        WORK PLAN**

- 21.1 For each interchange where any work is being proposed to be performed by the Program Manager, the Program Manager shall develop a work plan describing the proposed work. The work plan schematic, showing the configuration and location of all existing and proposed interchange related signs, and existing and proposed signs located in near proximity to the interchange, may be submitted on up to 8½ inch by 14 inch paper. It is not necessary that the plan be drawn to scale. The work plan shall include, but not be limited to, the following:
- a. list of applicable Standard Construction Drawings, with dates of each
  - b. existing and proposed sign locations, with distances
  - c. proposed relocations or removals of existing signs
  - d. sign designs
  - e. sign supports
  - f. traffic control/maintenance of traffic plans
  - g. proposed schedule of work
- 21.2 The Program Manager shall submit the work plan to the appropriate District Deputy Director. As part of the approval process, the Program Manager shall stake the proposed locations of all new signs and sign relocations for viewing by the appropriate District Deputy Director or his designee.
- 21.3 For the first proposed work to be performed at a particular interchange, the Program Manager shall submit a right-of-way permit application (as described in Section 20) with the work plan. For subsequent submissions of proposed work to be performed at an interchange where the Program Manager has already been issued a valid right-of-way permit, the submission of a right-of-way permit application with the work plan is not required.
- 21.4 No sign erections, removals or relocations shall be performed by the Program Manager until the work plan has been approved by the District Deputy Director or his designee, and a right-of-way permit has been obtained.

**22.        SIGN FABRICATION**

- 22.1 The ODOT Sign Shop will provide all mainline, ramp and trailblazer specific service signs to be used for this program. The Program Manager shall order the specific service signs from the ODOT Sign Shop, 1606 West Broad Street, Columbus, Ohio, and provide instructions as to which ODOT district office the signs should be delivered to. The signs will be fabricated in accordance with the requirements in the Signing Standards and Guidelines for the Business Logo Sign Program (Attachment C), and the latest editions of the Ohio Manual of Uniform Traffic Control Devices, the Ohio Department of Transportation Construction and Material Specifications, the Ohio Department of Transportation Standard Construction Drawings, and the Ohio Department of Transportation Traffic Engineering Manual. The

individual logo sign panels will be provided by the participating businesses.

- 22.2 Reflective sheeting used in sign fabrication shall be contained on the ODOT list of Prequalified Reflective Sign Sheeting Materials, as maintained by the ODOT Office of Materials Management. Specific service signs shall be fabricated using Type G, H or J sheeting. The Program Manager shall include a sticker on the back of each specific service sign giving the name of the Program Manager and a toll free telephone number to call for emergencies and repairs.

**23. INSTALLATION**

- 23.1 Specific service sign installations shall not begin until the work plan has been approved by the District Deputy Director or his designee and a right-of-way permit has been obtained.
- 23.2 The Program Manager shall provide all labor, equipment and materials necessary to perform all work as described in the work plan. The work shall only be performed by a contractor prequalified by ODOT to install signs upon the state highway system. The Program Manager may pursue prequalification to perform the work with his own forces.
- 23.3 Before beginning work at an interchange, the Program Manager shall give the appropriate District Deputy Director or his designee one week advance notice. In accordance with the Ohio Revised Code, the Program Manager shall contact the Ohio Utilities Protection Service, at (800) 362-2764, at least forty eight (48) hours before excavating or installing supports, to ascertain the location of underground utilities.
- 23.4 Installations shall be performed in accordance with the approved work plan. Minor deviations to sign placements to avoid conflicts with existing utilities are permitted, provided the provisions of Section 13 are met.
- 23.5 In the event that the presence of underground utilities will require major modifications to the proposed work described in the approved work plan, a revised work plan shall be developed and submitted for approval in accordance with Section 21. In these cases, no work shall commence at the interchange until the revised work plan has been approved by the District Deputy Director or his designee.
- 23.6 The Program Manager will be reimbursed by ODOT for the installation of new extrusheet specific service signs and supports in accordance with the provisions contained in Attachment F to this Contract.

**24. AS-BUILT PLANS**

- 24.1 The Program Manager shall provide the District Deputy Director one set of as-built plans for each interchange where specific service signs are installed, whenever specific service signs are added, deleted, revised, or relocated, or other work is performed under the direction of

the Program Manager, within sixty (60) days after completion of the work. As-built plans may be in the same format as the work plans developed under Section 21.

**25. MAINTENANCE OF SIGNS AND SUPPORTS**

- 25.1 The various specific service signs and supports shall be maintained by the Program Manager in a manner that is of direct benefit to the safety of the motorist, the participating businesses, and to the satisfaction of ODOT. The Program Manager shall annually perform a nighttime visual inspection of the entire system of specific service sign installations to determine adequate reflectivity, legibility and contrast ratio between legend and background on the specific service signs and logo sign panels. Certification of nighttime inspections shall be furnished to the District Deputy Director or his designee. Specific service signs and logo sign panels that provide inadequate reflectivity shall be replaced.
- 25.2 The Program Manager shall be responsible for all general maintenance of the specific service signs, logo sign panels and sign supports, including the supply of replacement parts, the removal of graffiti, and the removal of trees, limbs, brush or vegetation obstructing the view of the sign. The Program Manager shall provide the labor, equipment and materials necessary to perform the needed maintenance, up to and including full replacement of the sign, supports and foundations. Replacement specific service signs will be provided by the ODOT Sign Shop in accordance with Paragraph 22.1. The Program Manager shall inspect the specific service sign installations at reasonable intervals for any damaged or broken parts and shall repair or replace damaged or broken parts within a period not to exceed seven (7) days after the Program Manager becomes aware of the damage or breakage.
- 25.3 Whenever any specific service sign, logo sign panel or sign support becomes, or is in danger of becoming, a clear and present danger to the public, and the Program Manager is unavailable, ODOT forces may immediately remove the danger. The Program Manager shall reimburse ODOT for all costs associated with this action. The Program Manager may pursue any insurance claims that may be appropriate.
- 25.4 The advertising agreement shall include language to cover the maintenance of the business logo sign panel, including theft, vandalism, or damage for any reason.
- 25.5 The District Deputy Director or his designee shall be notified at least forty eight (48) hours in advance of any maintenance activity. This shall not apply under emergency conditions when there is a clear and present danger to the public, or when such a danger is imminent. Under such emergency conditions, the Program Manager shall implement immediate corrective measures. Notification to the affected District Deputy Director or his designee shall be as soon as practicable thereafter.

**26. SPECIFIC SERVICE SIGN REMOVALS OR RELOCATIONS**

- 26.1 Any time after the specific service signs are installed at a particular interchange, ODOT may

determine that other (non-specific service) signing is necessary at that interchange. If it is necessary to remove or relocate any specific service sign(s) to accommodate new signs, the Program Manager shall be responsible for their removal or relocation. For relocations, the Program Manager shall develop and submit for approval a work plan describing the work required to achieve the relocation, in accordance with Section 21. Removals or relocations of specific service signs shall be completed within sixty (60) calendar days of receiving a written notice from the District Deputy Director or his designee requiring the removals or relocations.

- 26.2 In the event of a highway improvement project necessitating the removal or relocation of any specific service sign(s), the Program Manager shall be responsible for their removal, storage and reinstallation at the completion of the project or as otherwise directed. Businesses that have their logo sign panels removed by this procedure shall not be charged any fees during this time period. Removal of the signs shall be accomplished within sixty (60) calendar days of receiving notice from the District Deputy Director or his designee.
- 26.3 In the event that all logo sign panels are removed from a specific service sign, the specific service sign and supports shall be removed at the same time that the last logo sign panel is removed. Concrete foundations shall be removed within sixty (60) calendar days of the removal of the specific service sign at that location, and the area restored in accordance with Section 18.

**27. TEMPORARY SUPPORTS**

- 27.1 Temporary supports may be used for specific service signs for new installations or in maintenance activities for a period not to exceed ninety (90) calendar days. For highway improvement projects necessitating the removal or relocation of specific service signs, this period may exceed ninety (90) calendar days, subject to the approval of the District Deputy Director or his designee. Temporary sign supports shall be in conformance with the Ohio Department of Transportation Standard Construction Drawings MT-105.10 and MT-105.11.

**28. ANNUAL REPORTS**

- 28.1 The Program Manager shall prepare for each of the twelve ODOT District Deputy Directors individual annual reports for each calendar year or portion thereof that this Contract is in effect. These reports shall be signed by an officer of the company, and shall include detailed information pertaining to business participation, specific service sign and logo sign panel installations, and financial records.
- 28.2 The Program Manager shall send to the Director's designee, the Deputy Director of the Division of Highway Operations copies of the twelve annual reports prepared for the ODOT District Deputy Directors as described in Section 28.1 for each calendar year or portion thereof that this Contract is in effect. In addition, the Program Manager shall furnish to the Deputy Director of the Division of Highway Operations a summary of the information

contained in the individual District reports prepared in accordance with Section 28.1. The Program Manager shall furnish other reports as ODOT from time to time may require.

- 28.3 The Program Manager shall submit to the Deputy Director of the Division of Highway Operations a detailed financial statement showing the amounts of the fees collected from the participating businesses.
- 28.4 Annual reports are due within 60 days after the end of each calendar year or portion thereof that this Contract is in effect.

**29. REIMBURSEMENT TO PARTICIPATING BUSINESSES**

- 29.1 The Program Manager shall include a provision in all advertising agreements with the businesses involved with the program, indicating that, in the event of expiration or termination of the Contract with ODOT, the unexpired portions of such advertising agreements shall be subject to cancellation with any unearned, prepaid charges refunded by the Program Manager.
- 29.2 If at any time a specific service sign or logo sign panel is not in place for a period exceeding two (2) weeks, the Program Manager shall reimburse the affected businesses on a pro-rated basis. Such reimbursement shall include the initial two (2) week period.
- 29.3 No reimbursements shall be required to any participating business due to road closures or detours established for any reason.

**30. REQUESTS FOR RECONSIDERATION**

- 30.1 The Program Manager may request reconsideration of any action taken by ODOT under the provisions of the Business Logo Sign Program. Such requests shall be made in writing to ODOT. In order for requests for reconsideration to be considered, they shall be filed with ODOT no more than twenty (20) calendar days after the action by ODOT which led to the request. The decision of the Director shall be final.

**31. BOOKS, RECORDS AND ELECTRONIC INVENTORY**

- 31.1 The Program Manager shall maintain all books, documents, papers, advertising agreements, generally accepted accounting records, and other evidence pertaining to this Contract agreement and its revenues and shall provide such information upon request of ODOT and shall permit ODOT and the Auditor of State to examine those books, records, and the accounting procedures and practices of the Program Manager relevant to this Contract. The financial records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). The records shall be retained for three years after the last remittance to ODOT.
- 31.2 The Program Manager shall create and maintain an electronic inventory of each specific

service sign installation. The electronic inventory must be compatible with the ODOT standard build, and shall be accessible to ODOT personnel via the internet. The inventory shall include a digital image of each specific service sign, including mainline, ramp and trailblazer signs, and shall include but not be limited to the following information:

- a. Names of the businesses participating in the program at each interchange
- b. Street and mailing addresses of the businesses participating in the program at each interchange
- c. Names and addresses of the eligible businesses electing not to participate in the program
- d. Names and addresses of the businesses declared ineligible and the reasons for the ineligibility
- e. Location (county, route, direction, log point) of each specific service sign installation
- f. Location (county, route, direction, log point) of each logo sign panel installed or removed

The electronic inventory of existing specific service sign installations shall be completed by the end of the ninth full month that this Contract is in effect. At the end of this contract, the domain name and web site content shall become the property of ODOT.

- 31.3 The electronic inventory shall be updated within thirty (30) days after completion of work at a location.

**32. APPLICABLE LAWS**

- 32.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provisions of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Program Manager hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 32.2 The Program Manager shall comply with all federal, state, and local laws, ordinances, and rules applicable to the construction and operation of the program provided for in the agreement.

**33. OWNERSHIP OF THE SPECIFIC SERVICE SIGNS AT EXPIRATION OR TERMINATION OF THE CONTRACT**

- 33.1 ODOT retains ownership of all specific service signs, trailblazer signs, and sign supports, throughout the duration of this Contract and upon expiration or termination of this Contract.
- 33.2 The parties agree that it is the intent of this Contract that the Program Manager shall not be entitled to any compensation from the Director or ODOT, for any reason.

34. **ASSIGNMENT**

- 34.1 The Program Manager shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without the prior written consent of ODOT, which consent shall not be unreasonably withheld. Any such attempted disposition by the Program Manager shall be an act of default and ODOT may terminate the Contract.

35. **SUPPLEMENTAL AGREEMENT AND REMEDIES**

- 35.1 The Program Manager and ODOT may exercise those legal remedies as may be available to them in connection with any dispute arising out of this Contract which cannot be settled by the parties hereto by supplemental agreement.

36. **INDEMNITY AND INSURANCE**

- 36.1 The Program Manager agrees to indemnify, save, and hold harmless the Director and the State of Ohio and all of its agents and employees from any and all claims, demands, actions, or causes of action of any nature or character arising out of, or by reason of, the administration of the Business Logo Sign Program, and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising as a result of the Program Manager's administration of the Business Logo Sign Program whether or not such action or claim alleges negligence of the Director or the State of Ohio, its agents or employees, in supervision or approval of the Program Manager's activities, or failure to discover and/or prevent the Program Manager's negligence.
- 36.2 The Program Manager agrees to comply with the provisions in Section 107.10 of the ODOT Construction and Material Specifications.
- 36.3 It is hereby understood and agreed that any and all employees of ODOT and all other persons employed by it in the performance of the Directors' responsibilities under the Contract shall not be considered employees of the Program Manager and that any and all claims that may or might arise under the Workers Compensation Act of the State of Ohio on behalf of the Ohio Department of Transportation employees while so engaged and acting within the scope of their employment shall in no way be the obligation or the responsibility of the Program Manager.
- 36.4 It is hereby understood and agreed that any and all employees of the Program Manager and all other persons employed by the Program Manager in the administration of the Business Logo Sign Program as provided for under the Contract shall not be considered employees of ODOT or the State of Ohio and that any and all claims that may or might arise under the Workers Compensation Act of the State of Ohio on behalf of said employees while so engaged and any and all claims made by any third party as a consequence of any act or admission on the part of said Program Manager employees while engaged in the

administration of the Business Logo Sign Program shall in no way be the obligation or responsibility of the Director or the State.

- 36.5 The Program Manager, at its own expense, shall carry and keep in force during the full term of the Contract including any extensions or renewals thereof, a policy or policies of insurance which shall also name ODOT as an insured, in the minimum amounts and of the types as follows:
- a. Public liability insurance in amounts not less than \$2,000,000 for injury to or death of any one person resulting from each single occurrence and not less than \$20,000,000 for an injury to or death of all persons resulting from each single occurrence.
  - b. Public liability insurance for damage to property in the amount of not less than \$1,000,000 to each claimant resulting from each single occurrence.
  - c. Workers compensation insurance in a form and amount as required by state law.
- 36.6 The Program Manager shall have a fidelity bond with minimum coverage in the amount of \$2,000,000 with ODOT named as an additional insured/loss payee to cover losses in the event of the Program Manager's breach of fiduciary duties.
- 36.7 The policy or policies for public liability insurance shall cover the administration of the Business Logo Sign Program, and the Program Manager shall furnish ODOT's designated contract officer with certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without prior written notice to ODOT. Failure by the Program Manager to procure and maintain the insurance as set forth above shall be considered a default and cause for termination. The Program Manager shall, at least fifteen (15) calendar days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with ODOT.

**37. DRUG FREE WORKPLACE**

- 37.1 The Program Manager agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Program Manager shall make a good faith effort to ensure that its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**38. EQUAL EMPLOYMENT OPPORTUNITY**

- 38.1 In carrying out this Contract, Program Manager shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Program Manager will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination;

Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

- 38.2 Program Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Program Manager will, in all solicitations or advertisements for employees placed by or on behalf Program Manager, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The Program Manager shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- 38.3 Program Manager agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Program Manager shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Program Manager's compliance with Title VI.

**39. OHIO ETHICS AND ELECTION LAW REQUIREMENTS.**

- 39.1 In accordance with Executive Order 2007-01S, Program Manager, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Program Manager understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.
- 39.2 Program Manager certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.

40. NOTICES

40.1 All notices required under this contract shall be sent to the following representatives:

Office of Traffic Engineering \_\_\_\_\_  
Ohio Department of Transportation \_\_\_\_\_  
1980 West Broad Street \_\_\_\_\_  
Columbus, Ohio 43223 \_\_\_\_\_  
(614)466-3601 \_\_\_\_\_  
Attn: David Holstein, Administrator \_\_\_\_\_

**41. GENERAL PROVISIONS**

- 41.1 Program Manager affirmatively represents that it is not subject to a Finding for Recovery under R.C. 9.24. Program Manager agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.
- 41.2 Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the last date written below.

\_\_\_\_\_  
(Program Manager)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF OHIO**  
**Department of Transportation**

By: \_\_\_\_\_  
James G. Beasley, P.E., P.S.  
Director

Date: \_\_\_\_\_