

**SCOPE**  
THE PURPOSE OF THIS CONTRACT IS TO HAVE THE CONTRACTOR PROVIDE TROUBLESHOOTING, REPAIR, AND MAINTENANCE OF HIGHWAY LIGHTING SYSTEMS THROUGHOUT ODOT DISTRICT 8. CONTRACTOR WILL BE REQUIRED TO PROVIDE SERVICES ON ELECTRICAL INSTALLATIONS ON AN EMERGENCY BASIS, AS NEEDED. ALL WORK SHALL BE SUBJECT TO AUTHORIZATION BY THE ENGINEER ON EITHER AN URGENT RESPONSE (1 HOUR) CALL OUT BASIS, SCHEDULED WORK (NEXT DAY) CALL OUT BASIS, OR PREDETERMINED SCHEDULE OF MAINTENANCE.

IT IS THE INTENT OF THIS CONTRACT THAT THE FIRST PRIORITY BE GIVEN TO THOSE TASKS WHICH KEEP AT LEAST 90% OF THE TOTAL NUMBER OF LIGHTS IN OPERATION PER LOCATION AS DEFINED IN THE OUTAGE REPORT NOTE. THE CONTRACTOR WILL GIVE THIS WORK HIS CONSTANT ATTENTION AND WILL BE REQUIRED TO FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR TO PERFORM AS NEEDED FROM THE FIRST DAY OF THE CONTRACT UNTIL THE LAST. CREWS SHALL BE AVAILABLE DURING REGULAR WORKING HOURS (MONDAY – FRIDAY, 7:00 AM TO 3:30 PM) OR HOURS AGREED UPON AT THE PRE-CONSTRUCTION MEETING.

THIS CONTRACT WILL ALSO CONSIST OF:

1. THE INVESTIGATION AND REPAIR OF REPORTED OUTAGES OF INDIVIDUAL SYSTEMS OR CIRCUITS,
2. THE FURNISHING, TRANSPORTING AND ASSEMBLING OF REPLACEMENT MATERIALS AND DEVICES,
3. THE REPAIR OR REPLACEMENT OF DEVICES,
4. THE REMOVAL OF DEFECTIVE OR DAMAGED DEVICES,
5. THE INSTALLATION OF NEW DEVICES, INCLUDING RELAMPING OF ALL HPS FIXTURES,
6. RESTORATION AND CLEAN-UP OF THE HIGHWAY,
7. PERFORMING ROUTINE MAINTENANCE AND INSPECTIONS.

THE CONRACT SHALL BE PERFORMED IN A MANNER WHICH WILL PROVIDE CONTINUOUS REPAIR SERVICE OF THE LIGHTING SYSTEM. ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH ODOT’S STANDARD CONSTRUCTION DRAWINGS AND CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS), UNLESS EXCEPTION IS APPROVED BY THE ENGINEER, IN ACCORDANCE WITH THE PAY ITEMS LISTED HEREIN.

THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT AND LABOR TO PERFORM THE WORK. THE CONTRACTOR SHALL SUBMIT CATALOG CUTS OF MATERIALS USED IN THE WORK TO THE ENGINEER PER CMS 106 REQUIREMENTS. ALL ITEMS LISTED ARE CONSIDERED CONTINGENCY QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER. IF ANY AUTHORIZED QUANTITIES EXCEED PLAN QUANTITY, THE ENGINEER WILL ADJUST THE PLAN QUANTITY VIA CHANGE ORDER PER CMS 109.05. REMOVAL AND DISPOSAL OF DAMAGED ITEMS AND RESTORATION TO FUNCTIONAL CONDITION SHALL BE INCIDENTAL TO PAY ITEMS TO REPLACE THE DAMAGED ITEM. ALL MATERIAL REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL NOT BE STORED IN THE RIGHT OF WAY.

THE CONTRACTOR SHALL PROVIDE ACCURATE DRAWINGS AND DIAGRAMS DETAILING INFORMATION ON NEW OR MODIFIED INSTALLATIONS. DETAILS COULD INCLUDE LOCATIONS OF TRENCH, CABLE DUCT OR DEVICES AND THEIR RELATION TO GUARDRAIL, EDGE OF PAVEMENT, STOP LINE, POLES, ETC.

FAILURE TO COMPLY WITH THE ABOVE WILL BE REGARDED AS FAILURE TO EXECUTE THE CONTRACT AND SHALL BE JUST CAUSE FOR CANCELLATION OF THE AWARD (CMS 103.07).

**TERM OF THE CONTRACT**  
THE TERM OF THE CONTRACT SHALL BE TWENTY -FOUR (24) MONTHS, BEGINNING SEPTEMBER 1, 2025 AND ENDING ON AUGUST 31, 2027, WITH PROVISIONS TO EXTEND AS STATED BELOW.

**EXTENSIONS**  
THE OHIO DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO EXTEND THE PERIOD COVERED BY THIS CONTRACT UNDER THE SAME PRICES, TERMS AND CONDITIONS STATED HEREIN, FOR A MAXIMUM OF ONE (1) YEAR BEYOND THE NORMAL EXPIRATION DATE OF THE CONTRACT.

**INSPECTION**  
THE CONTRACTOR SHALL PROVIDE THE ENGINEER WEEKLY UPDATES ON PLANNED WORK SCHEDULES SO THAT INSPECTION SERVICES CAN BE SUPPLIED.

**COMMUNICATION**  
THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH A SINGLE TELEPHONE NUMBER THAT IS ANSWERED TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK BY A PERSON AUTHORIZED TO DISPATCH REPAIR CREWS (ANSWERING MACHINES, VIOCE MAIL, ETC. ARE NOT ACCEPTABLE). IN ADDITION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CELL PHONE FOR THE CONTRACTOR’S CREW FOREMAN. THE CELL PHONE SHALL BE WORN DURING REGULAR WORKING HOURS AND THE CONTACT NUMBER SHALL BE LISTED WITH THE ENGINEER.

**COOPERATION BETWEEN CONTRACTORS**  
THIS CONTRACT MAY BE ENTIRELY OR PARTIALLY WITHIN THE WORK LIMITS OF OTHER CONTRACTS.

THE CONTRACTOR SHALL COOPERATE WITH THE OTHER CONTRACTOR(S) IN ACCORDANCE WITH CMS 105.08 AND ARRANGE A MUTUALLY ACCEPTABLE WORK SCHEDULE, SUBJECT TO THE APPROVAL OF THE ENGINEER. ANY PROPOSED CHANGES TO THIS SCHEDULE SHALL MEET WITH THE APPROVAL OF THE ENGINEER. ANY CONFLICTS BETWEEN CONTRACTORS INVOLVING WORK SCHEDULES, WORK AREA, OR COOPERATION, WILL BE RESOLVED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY OTHER CONTRACTORS ANY TIME A CIRCUIT MUST BE ENERGIZED. NO TWO CONTRACTORS MAY WORK ON ENERGIZED CIRCUITS AT THE SAME TIME.

COMPENSATION FOR THE ABOVE COOPERATION WILL BE INCIDENTAL TO THE VARIOUS PAY ITEMS INCLUDED WITH THIS PROJECT.

**RESTORATION AND CLEAN-UP**  
THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO THE EXISTING CONDITION BEFORE THE WORK WAS STARTED, AS PER CMS 104.04.

BROKEN GLASSWARE FROM LIGHTING UNITS IN THE WORK AREA SHALL BE CLEANED UP BY THE CONTRACTOR. THE BROKEN GLASSWARE SHALL BE CLEANED BY SWEEPING UP THE AREA SO THAT IT IS FREE OF BROKEN GLASS. THE GLASS WHICH IS SWPT UP SHALL BE DISPOSED OF IN REGULAR RUBBISH DISPOSAL UNITS. ALL BROKEN CONCRETE SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE RIGHT-OF-WAY. PAYMENT FOR RESTORATION WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS ITEMS.

THE CONTRACTOR SHALL REPLACE SEEDED AND SODDED AREAS, PAVED SHOULDERS, AND ALL OTHER DISTURBED SURFACES TO A CONDITION EQUAL TO THAT EXISTING BEFORE WORK WAS STARTED (SEE CMS 107.10). ALL REPLACEMENTS SHALL BE DONE IN ACCORDANCE WITH THE PERTINENT SPECIFICATION ITEM AND AS DIRECTED BY THE ENGINEER.

**LAWS AND REGULATIONS**  
THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS OUTLINED IN THE CONTRACT AS WELL AS ANY INSTRUCTIONS REGARDING THE GENERAL SCOPE OF WORK TO BE GIVEN BY THE ENGINEER.

ANY PART OF THE WORK NOT COVERED THEREBY, THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE LAWS OF THE STATE, ALL MUNICIPAL ORDINANCES, ALL REGULATIONS AND REQUIREMENTS OF THE PUBLIC SERVICE COMMISSION, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), NATIONAL ELECTRIC CODE (NEC), STANDARD CONSTRUCTION DRAWINGS, OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (OMUTCD), AND PERTINENT ITEMS OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATION (CMS), AND THE BID PROPOSAL.

THE CONTRACTOR SHALL AGREE TO REPLACE AND/OR REPAIR, WITHOUT ANY COSTS TO THE DEPARTMENT, ALL AND EVERY PART OF ANY JOB DONE BY THE CONTRACTOR, IF WITHIN SIXTY (60) DAYS AFTER COMPLETION OF SUCH JOB IT IS FOUND BY THE DEPARTMENT’S OFFICIALS TO HAVE BEEN DONE DEFECTIVELY OR TO HAVE BEEN PERFORMED IN ANY WAY AT VARIANCE WITH THE SPECIFICATIONS AND INSTRUCTIONS FURNISHED AND GIVEN BY THE ENGINEER OR IN A MANNER CONTRARY TO THE LAWS, REGULATIONS AND REQUIREMENTS OF PUBLIC SERVICE COMMISSION OR THE NATIONAL ELECTRIC CODE.

THE ENGINEER WILL GIVE THE CONTRACTOR WRITTEN NOTICE OF ANY SUCH DEFECTS OR VARIANCES IN THE WORK PERFORMED.

**MATERIAL**  
ALL MATERIALS UTILIZED WILL BE IN ACCORDANCE WITH THE ORIGINAL MATERIAL UNLESS AN ALTERNATE IS APPROVED BY THE ENGINEER. MATERIALS UTILIZED SHALL BE LISTED ON THE QUALIFIED PRODUCTS LIST (QPL), APPROVED MATERIALS LIST, OR TRAFFIC APPROVED PRODUCTS (TAP) LIST. ANY MATERIALS NOT FOUND ON THESE LISTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO THEIR USE.

ALL MATERIAL UTILIZED SHALL BE STORED WITHIN THE PROJECT LIMITS. THE CONTRACTOR MUST FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, CLEANING SOLUTIONS, AND EQUIPMENT REQUIRED, INCLUDING THE NECESSARY VEHICLES AND FACILITIES FOR THE TRANSPORTATION OF LAMPS, GLASSWARE, AND ALL OTHER PERTINENT MATERIAL NECESSARY TO REPAIR AND MAINTAIN FIXTURES.

ALL ODOT OWNED MATERIAL IN THE CONTRACTOR'S INVENTORY SHALL BE REINSTALLED TO REPLACE CONTRACTOR OWNED EQUIPMENT IN THE FIELD OR RETURNED TO ODOT WITHIN THIRTY (30) DAYS AFTER THE END OF THE CONTRACT. ODOT OWNED MATERIAL SHALL BE STORED SEPARATELY FROM CONTRACTOR OWNED MATERIAL AND BE TAGGED AS ODOT OWNED.

THE CONTRACTOR SHALL MAINTAIN A SUPPLY OF MATERIALS REQUIRED TO COMPLETE THE REGULAR PROJECT WORK AND RESPOND TO OUTAGES AND EMERGENCIES. WITHIN THE FIRST SIX MONTHS OF THE CONTRACT, THE CONTRACTOR AND ENGINEER WILL AGREE ON THE QUANTITIES OF MATERIALS TO BE ORDERED BY THE CONTRACTOR. THIS IS TO HELP REDUCE THE AMOUNT OF UNUSED MATERIAL PURCHASED BY THE DEPARTMENT AND TO AVOID UNNECESSARY RESTOCKING FEES AT THE END OF THE CONTRACT.

**HAZARDOUS MATERIALS**  
NO MATERIALS FURNISHED UNDER THIS CONTRACT SHALL CONTAIN POLYCHLORINATED BIPHENYLS (PCB). TRANSFORMERS, BALLASTS, AND CAPACITORS SHALL BE MARKED “NO PCB”IN ACCORDANCE WITH THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY REGULATION 40 CFR 761.

**VEHICLES AND EQUIPMENT**  
THE CONTRACTOR SHALL PROVIDE ALL VEHICLES AND EQUIPMENT NEEDED TO PERFORM THE WORK AS DESCRIBED HEREIN.

ALL PROJECT VEHICLES, TEMPORARY TRAFFIC CONTROL DEVICES AND OTHER EQUIPMENT SHALL MEET THE REQUIREMENTS AS DEFINED IN CMS 614.03. ALL VEHICLES WHICH ARE USED IN PERFORMANCE OF ANY OF THE WORK UNDER THE CONTRACT SHALL BE CONSPICUOUSLY IDENTIFIED WITH THE CONTRACTOR'S NAME AT ALL TIMES THAT SUCH VEHICLES ARE ON THE PROJECT. THIS INCLUDES SELF-PROPELLED VEHICLES LEASED BY THE CONTRACTOR.

THE CONTRACTOR SHALL ALSO HAVE A TEST INSTRUMENT CAPABLE OF PINPOINTING TROUBLE SPOTS IN UNDERGROUND CIRCUITS.

**OUTAGE REPORTS**  
THE ENGINEER WILL PERFORM A MONTHLY NIGHT INSPECTION OF THE LIGHTING SYSTEM TO DETERMINE THE NUMBER OF OUTAGES BY LOCATION. A LOCATION IS DEFINED AS AN INTERCHANGE, INTERSECTION, WEIGH STATION, REST AREA OR PARK AND RIDE. ANY OUTAGES WILL BE REPORTED TO THE CONTRACTOR. IN THE FIRST MONTH OF THE CONTRACT, AN INITIAL NIGHT INSPECTION WILL BE PERFORMED BY THE ENGINEER AND THE CONTRACTOR’S REPRESENTATIVE, IF DESIRED BY THE CONTRACTOR. IF THE LIGHTING DOES NOT MEET THE 90% CRITERIA IN THE INITIAL REPORT, THE CONTRACTOR WILL THEN HAVE 30 CALENDAR DAYS TO PERFORM WORK TO REACH THE CRITERIA. IF THE CONTRACTOR ENCOUNTERS EXCESSIVE PROBLEMS WITH A LOCATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER ON THE REPAIRS NEEDED AND A TIME SCHEDULE FOR THE REPAIRS. THE ENGINEER WILL PROVIDE MONTHLY OUTAGE REPORTS. IF THE CONTRACTOR DOES NOT MEET THE 90% CRITERIA FOR TWO CONSECUTIVE REPORTS, THEN THE CONTRACTOR SHALL BE SUBJECT TO \$900.00 IN DISINCENTIVES FOR EVERY DAY UNTIL THE NEXT ROUTINE NIGHT INSPECTION THAT MEETS THE 90% CRITERIA.

WHILE THE GOAL IS 90% ON, THE CONTRACTOR SHALL GIVE HIS ATTENTION TO THE LOCATIONS THAT ARE CONSISTENTLY OUT. THE CONTRACTOR SHALL INVESTIGATE THE PROBLEM, THEN DISCUSS WITH THE ENGINEER THE NECESSARY REPAIRS AND SCHEDULE TO COMPLETE THE WORK. A LIST OF KNOWN OUTAGES THAT ARE CONSISTENTLY NOT WORKING SHALL BE PROVIDED TO THE CONTRACTOR. THESE LOCATIONS SHALL BE REPAIRED WITHIN 30 DAYS OF NOTIFICATION. FAILURE TO RESTORE THE ITEMS WITHIN THE 30 CALENDAR DAYS SHALL SUBJECT THE CONTRACTOR TO \$900.00 IN DISINCENTIVES PER LUMINAIRE FOR EVERY DAY UNTIL THE LIGHTING HAS BEEN RESTORED.

DOWNED LIGHT POLES SHALL BE REPAIRED WITHIN 14 CALENDAR DAYS OF NOTIFICATION BY THE ENGINEER. IF THE LIGHT POLE CAN’T BE REPAIRED WITHIN THAT TIME FRAME, THE DOWNED POLE SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. IF THE DOWNED POLE IS DAMAGED AND CAN’T BE RESET, THEN IT SHOULD BE REMOVED FROM THE SITE WITHIN 7 CALENDAR DAYS. FAILURE TO RE-ERECT OR REMOVE THE DOWNED POLE WITHIN THE ALLOTTED TIME SHALL BE SUBJECT TO \$900.00 IN DISINCENTIVES PER DOWNED POLE FOR EVERY DAY UNTIL THE DOWNED POLE HAS BEEN REMOVED OR RE-ERECTED. THE CONTRACTOR SHALL MAINTAIN A LIST OF DOWNED POLES AS WELL AS UPDATING THE COLLECTOR APP.

DUE TO NEW EPA STANDARDS THAT WILL ELIMINATE THE FUTURE MANUFACTURING OF MERCURY VAPOR SIGN LIGHTING AND ODOT’S NEW STANDARD TO ELIMINATE SIGN LIGHTING BY USING REFLECTIVE SIGN SHEETING, THE CONTRACTOR SHALL REPAIR SIGN LIGHTING OUTAGES ONLY BY REPLACING FUSES OR LAMPS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER FOR MORE EXTENSIVE REPAIRS.

**UPDATE TO THE TOTAL QUANTITY OF LIGHTS IN OPERATION**  
DURING THE LIFE OF THIS CONTRACT, THE TOTAL NUMBER OF LIGHTS THAT THE CONTRACTOR MUST MAINTAIN MAY CHANGE DUE TO LIGHTS BEING ADDED OR REMOVED BY OTHER CONSTRUCTION PROJECTS. THE UPDATED QUANTITY WILL BE USED FOR THE 90% LIGHTS IN OPERATION PER LOCATION CRITERIA.

DESIGN AGENCY



DESIGNER  
TCS

REVIEWER  
MAG

PROJECT ID  
112771

SHEET	TOTAL
10	28