

PERSONAL SERVICES CONTRACT
BETWEEN THE STATE OF OHIO, OHIO DEPARTMENT OF TRANSPORTATION
AND
The Urban League of Greater Southwestern Ohio
ODOT AGREEMENT NO. 41412

THIS CONTRACT is between the State of Ohio, Ohio Department of Transportation (hereinafter "ODOT"), 1980 West Broad Street, Columbus, Ohio 43223 and The Urban League of Greater Southwestern Ohio (hereinafter "Contractor"), having a remit address of 3458 Reading Rd. Cincinnati, OH 45229. Either may be referred to singularly as "Party" and collectively referred to as "the Parties".

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract and to act as a Contractor to ODOT. It is specifically understood that the nature of the services to be rendered under this Contract are of such a personal nature that ODOT is the sole judge of the adequacy of such services.

B. ODOT enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

C. Contractor shall perform the services to be rendered under this Contract and ODOT shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Contract. ODOT shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

D. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODOT.

II. SCOPE OF WORK

A. Contractor shall perform the services (the "Work") set forth in Exhibit I, Scope of Work, attached hereto and made a part hereof.

B. Unless otherwise stated in Exhibit I, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for and assume all office and business expenses that are incurred as a result of the performance of this Contract, unless stated otherwise in Exhibit I.

C. ODOT may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODOT retains the right to ensure that the work of the Contractor is in

conformity with the terms and conditions of the Contract as specified herein and in Exhibit I.

III. TIME OF PERFORMANCE

A. The effective date of this Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later, but it shall not commence before July 1 of the upcoming biennium. Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before December 31, 2025, and this Contract shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of ODOT or (ii) the date on which this Contract is terminated as provided in Article VI, Termination of Contractor's Services. In no case shall this Contract extend beyond the biennium.

C. Upon expiration of this Contract, ODOT and Contractor may renew this Contract under the same terms and conditions stated herein. Such renewal shall be in writing and executed by both parties evidencing their agreement to renew the Contract. In the event the parties hereto do not execute an addendum evidencing the parties' agreement to renew this Contract, the Contract shall expire on the date set forth above and neither party to this Contract shall have any further obligations hereunder.

D. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. In consideration for the promises and performance of Contractor as set forth herein, ODOT agrees: (Please check one.)

- ☒ To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or
- ☐ To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or
- ☐ A lump sum amount of \$_____ for services performed in accordance with Exhibit I.

B. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODOT to the Contractor under this contract shall in no event exceed the sum of \$116,947.00 unless Contractor receives prior approval from ODOT or when required, approval of the Controlling Board and is so notified of such approval by ODOT in writing.

C. Any reimbursable travel-related expenses, specifically provided in Exhibit I of this Contract, shall be paid in accordance with the requirements and rates in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.

D. Contractor must receive a purchase order from ODOT prior to filling an order or performing any of the Work.

E. After Contractor receives a purchase order, Contractor shall submit a monthly invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed, the location or address where the Work was performed, and the sum due at that time pursuant to this Contract. All invoices shall contain:

1. The purchase order number authorizing the delivery of supplies or services;
2. State of Ohio Contract Number (if applicable);
3. Agency Name;
4. Agency Billing Address: Billing address, Attn: ODOT Office of Business and Economic Opportunity. 1980 W. Broad St. Columbus, OH 43221
5. Delivery location of supplies or services;
6. Contractor Name;
7. Contractor Address;
8. Contractor's Unique Invoice Number;
9. Date that services were provided or that supplies were delivered;
10. Itemization of supplies or services provided, including cost;
11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
12. For Time and Materials Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and
13. Clear statement of total payment expected.

F. In the event that any customer of Contractor negotiates a lower fee structure for the Work or comparable services, Contractor shall promptly notify ODOT and shall extend the lower negotiated rate to ODOT retroactively to the first date the lower rate was offered to another customer.

G. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODOT shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If ODOT determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Contractor. ODOT shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

H. Contractor expressly understands that ODOT does not have the ability to compensate Contractor for invoices submitted after the State of Ohio purchase order has been closed. Contractor must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

I. ODOT shall pay interest on overdue payments in accordance with Section 126.30 of the Revised Code. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Revised Code.

J. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency, or instrumentality other than ODOT, the Contractor shall submit to ODOT such reports and information and comply with such other conditions as ODOT may require in order to fulfill its obligations under any agreement providing for such financial assistance. ODOT shall give the Contractor timely notice in writing of such requirements.

V. CERTIFICATION OF FUNDS

A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the R.C., including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODOT gives Contractor written notice that such funds have been made available to ODOT by ODOT's funding source.

VI. SUSPENSION/TERMINATION OF CONTRACTOR'S SERVICES

A. ODOT may, at any time prior to completion of the Work, suspend or terminate this Contract with or without cause by giving written notice to Contractor.

B. In the event that the Work includes divisible services, ODOT may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.

C. The Contractor, upon receipt of notice of suspension or termination, shall immediately cease all work on the suspended or terminated activities under this Contract, refuse any additional orders, suspend or terminate all subcontracts relating to the suspended or terminated activities and take all necessary or appropriate steps to limit disbursements and minimize the costs the Contractor will incur related to this Contract, and if directed by ODOT, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting therefrom, and any other matter ODOT requires. Suspension, termination or expiration of this Contract will not limit the Contractor's continuing obligation with respect to Deliverables that ODOT paid for or limit ODOT's rights in such.

D. Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by ODOT for which Contractor has not rendered services shall be refunded.

E. In the event this Contract is terminated prior to completion of the Work, Contractor shall deliver to ODOT all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become, and remain the property of, ODOT, to be used in such manner and for such purpose as ODOT may choose.

F. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against ODOT by reason of any suspension or termination.

G. Contractor may terminate this Contract upon sixty (60) days' prior written notice to ODOT.

VII. RELATIONSHIP OF PARTIES

A. Contractor shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Contractor shall be required to render services described hereunder for ODOT during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that ODOT shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of ODOT or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

E. Unless Contractor is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have every individual performing services under this Contract complete and submit to ODOT the Independent Contractor/Non-Member Acknowledgement form found at this web location:

[Independent Contractor/Worker Acknowledgment \(opers.org\)](https://www.ohioops.org/IndependentContractor/WorkerAcknowledgment)

F. Contractor's failure to complete and submit the Independent Contractor/Non-Member Acknowledgement form linked in Paragraph VII. E. at the time Contractor executes this Contract shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. 145.037.

VIII. RECORD KEEPING

A. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

B. During the period covered by this contract and until the expiration of three years after final payment under this contract, the Contractor agrees to provide ODOT, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of Contractor involving transactions related to this contract. Contractor shall, for each subcontract in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

C. All records relating to cost, work performed, supporting documentation for invoices submitted to ODOT, and copies of materials produced under or pertaining to this Contract will be retained by Contractor in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is GAR-C-01, 6 years from the expiration date. If any records are destroyed prior to the date as determined by the records retention schedule, Contractor agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

D. Contractor agrees to retain all records in accordance to any litigation holds that are provided to them by ODOT, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require Contractor to keep the records longer than the approved records retention schedule. Contractor will be notified by ODOT when the litigation hold ends, and retention can resume based on the approved records retention schedule. If Contractor fails to retain the pertinent records after receiving a litigation hold from ODOT, Contractor agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Contractor, who may subcontract without ODOT's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit I, Scope of Work, but which are required for satisfactory completion of the Work.

1. Contractor shall not enter into subcontracts related to the Work without prior written approval by ODOT. All work subcontracted shall be at Contractor's expense.

2. Contractor shall furnish to ODOT a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

B. Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind ODOT to terms inconsistent with, or at variance from, this Contract.

C. Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of ODOT, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. DELIVERABLES; RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. Unless stated otherwise in Exhibit I, “Deliverables” means all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property prepared or developed or created or discovered under or in connection with this contract.

B. ODOT shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by ODOT shall be subject to copyright by Contractor in the United States or any other country.

C. Contractor agrees that all original works created under this Contract shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by ODOT. Any requests for distribution received by Contractor shall be promptly referred to ODOT.

D. Contractor agrees that at all times while Contractor is providing services for ODOT, its work product is work for hire and the revenues, products, results, materials, programs, processes, information, and systems, etc. developed or produced by Contractor whether during office hours or non-office hours shall remain the sole property of ODOT and constitutes work for hire. Contractor shall have no other rights in said property other than to be paid his fees by ODOT. Contractor agrees that upon request to return all said property and all copies of information or writings related to said property shall be returned to ODOT. Contractor agrees to cooperate with ODOT in obtaining any trademarks, patents or copyrights in ODOT’s name, and shall sign any such applications or needed assignments of rights if any.

XI. CONFIDENTIALITY

A. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Contract without the prior written consent of ODOT.

XII. LIABILITY

A. Contractor agrees to indemnify and to hold ODOT and the State of Ohio harmless and immune from any and all claims for injury, damages, lawsuits, costs, judgments, expenses and any other liabilities arising from this Contract which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights, and trademarks.

B. Contractor shall bear all costs associated with defending ODOT and the State of Ohio against any such claims.

C. Limitations of Liability. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

D. When applicable, Contractor must also indemnify ODOT and the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the state's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where ODOT has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions:

1. Modify the Deliverable so that the Deliverable is no longer infringing;
2. Replace the Deliverable with an equivalent or better item;
3. Acquire the right for ODOT to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee ODOT paid for such Deliverable and any other affected Deliverable.

E. Contractor must indemnify the State for all liability and expense resulting from the unauthorized disclosure or loss of State Data. Damages resulting from the unauthorized disclosure or loss of State Data shall be considered direct damages under this Contract and include, but are not limited to, the following: (i) expenses for legally-required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the State; (iv) costs to the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (v) mitigation measures, including 12 months of credit monitoring and identity theft protection for individuals impacted by a disclosure; (vi) costs to the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the State as a result of the unauthorized disclosure or loss of State Data. Regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection services on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Contractor's indemnification obligations under this paragraph apply whether the expenses or costs incurred by the State are performed by State employees or hired contractors. Contractor must also work with the State to directly notify impacted individuals or persons as required by Ohio Revised Code Chapter 1349.

F. ODOT agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Attorney General.

XIII. ANTITRUST ASSIGNMENT

A. ODOT and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor; therefore, assigns to ODOT all State and Federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

XIV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Contractor, in the execution of its duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances and Executive Orders.

B. DRUG FREE WORKPLACE. Contractor agrees to comply with all applicable federal and state and local laws regarding drug-free workplaces and shall make a good faith effort to ensure that all Contractor employees and permitted subcontractors while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. NONDISCRIMINATION OF EMPLOYMENT. Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age, disability, military status, national origin, or ancestry.

During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the Federal Requirements as follows:

1. Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). 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.

2. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).

3. Contractor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in

its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

5. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in section 10. below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

6. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

7. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

9. Incorporation of Provisions: The contractor will include the provisions of the above paragraphs 1. through 8. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

10. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

D. CONFLICTS OF INTEREST. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Conflict of Interest laws including Section 2921.42 and 2921.43 of the R.C. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODOT in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless ODOT shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

E. ETHICS COMPLIANCE. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics laws including but not limited to Chapter 102 of the R.C. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

F. QUALIFICATIONS TO DO BUSINESS. Contractor affirms that it has all of the approvals, permits, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Contract Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify ODOT in writing and will immediately cease performance of the Work.

G. CAMPAIGN CONTRIBUTIONS. Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with R.C. 3517.13.

H. FINDINGS FOR RECOVERY. Contractor warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.

I. DEBARMENT. Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.

J. EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES. The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract including its provisions regarding waiver of such requirements. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver from the State of Ohio. ODOT does not waive any other rights and remedies provided ODOT in this Contract.

The Contractor agrees to complete the attached Exhibit II, Contractor/Subcontractor Affirmation and Disclosure Form to comply with Executive Order 2019-12D. This form is incorporated and becomes a part of this Contract, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. In the alternative, Contractor shall obtain a waiver from the state of Ohio and written documentation of such waiver shall be incorporated into the Contract. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

K. EXPENDITURE OF PUBLIC FUNDS ON SERVICES PERFORMED BY RUSSIAN COMPANIES OR INSTITUTIONS. The Contractor affirms to have read and understands Executive Order 2022-02D and shall abide by those requirements in the performance of this Contract. This prohibition is in addition to and expands upon Executive Order 2019-12D which generally precludes the purchase of offshore services by the State of Ohio. Pursuant to Executive Order 2022-02D, State Cabinet Agencies, Boards and Commissions are prohibited from the purchase of services from Russian companies or institutions and prohibited from allowing State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely in a location governed or controlled by the Russian Federation, Russian companies or Russian institutions. ODOT reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver from the State of Ohio. ODOT does not waive any other rights and remedies provided ODOT in this Contract.

The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

L. TRADE. Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Contractor certifies that it, its subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations, or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

K. TAXES. Pursuant to Section 5739.02 of the R.C., ODOT is exempt from sales taxes.

L. WORKERS' COMPENSATION. Contractor will maintain workers' compensation insurance as required by Ohio law or the laws of any other state where work under this Contract will be done. ODOT is hereby released from any and all liability for injury received by the Contractor, his/her employees, agents, or subcontractors while performing the tasks, duties, work or responsibilities as set forth in this Contract. Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit or be self-insured.

M. FORCE MAJEURE. If ODOT or Contractor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

XV. MISCELLANEOUS

A. GOVERNING LAW. This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. Ohio has entered into this Agreement as a sovereign state and not as principal or agent in any joint venture. Nothing contained in this Agreement shall be deemed to designate Contractor and ODOT as members of a joint venture for any purpose whatsoever. Nothing herein shall be construed as consent by Ohio to suit in the courts of any other state, nor a waiver of Ohio's sovereign immunity or its rights under the Eleventh Article of Amendment to the Constitution of the United States. This Agreement does not grant any rights to any party except the signatories herein, and nothing in this

Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any party hereto to comply with the terms of this Agreement.

C. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any terms of this Contract shall not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

D. **SURVIVAL.** All sections herein relating to payment, confidentiality, record keeping, license and ownership, indemnification, maintenance, publicity, warranties and limitations on liability shall survive the termination or expiration of this Contract.

E. **SUCCESSORS AND ASSIGNS.** Neither this Contract nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of ODOT. Any assignment or delegation not consented to may be deemed void by ODOT.

F. **BINDING EFFECT.** Subject to limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of ODOT and the Contractor.

G. **NOTICES.** Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses set forth below. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

As to Contractor:

Name: Urban League of Greater
Southwestern Ohio, Inc

Address: 3458 Reading Rd.
City, State, ZIP: Cincinnati, OH 45229
E-mail: dbryant@ulgso.org

As to ODOT:

Name: ODOT, Division of Opportunity,
Diversity & Inclusion
Address: 1980 W. Broad St.
City, State, ZIP Columbus, OH 43223
E-mail: mica.flanagan@dot.ohio.gov

H. **CONFLICT.** In the event of any conflict between the terms and provisions of the body of this Contract and any exhibit hereto, the terms and provisions of the body of this Contract shall control.

I. **HEADINGS.** The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

J. SEVERABILITY. The provisions of this Contract are severable and independent. If any provision of this Contract shall be determined to be unenforceable in whole or in part or held to be contrary to law by a court of competent jurisdiction, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

K. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

L. EXECUTION. This Contract is not binding upon ODOT unless executed in full and is effective as of the date of signature by ODOT.

M. AUTHORIZATION. Any person executing this Contract in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

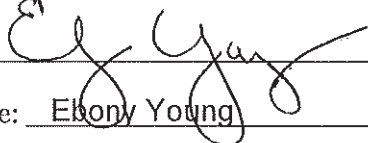
N. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

O. SIGNATURES. Any Party may deliver a copy of its counterpart signature page to this Contract via fax or e-mail. Each Party shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)

The parties hereto have caused this Contract to be executed by their duly authorized representatives.

CONTRACTOR

By: 

Name: Ebony Young

Title: SVP IMPACT ULGSO

Date: 10/2/2024

OAKS ID:0000044980

State of Ohio, ODOT

By: _____

Name: Pamela Boratyn

Title: Director

Date: _____

For Use by ODOT Office of Chief Legal
Counsel Only:

Date Reviewed:

EXHIBIT I
Scope of Work
Agreement No. 41412

The Contractor hereby agrees to perform the following services:

To further the Ohio Department of Transportation's commitment to the Federal Highway Administration's on-the-job training initiatives, the Urban League of Greater Southwestern Ohio will be responsible for planning and conducting a Heavy Highway Career Day and Job Site Observation Day for the Building Futures program participants. The Building Futures program is a pre-apprenticeship program designed to provide students in disadvantaged communities with access to thriving wage union jobs and build economic self-sufficiency. The entire Building Futures curriculum is based on the North American Building Trades Unions (NABTU) MC3 Learning Management System, which covers the following Units as well as soft-skill training for participants:

1. Orientation and Industry Awareness
2. Tools and Materials
3. Construction Health and Safety
4. Blueprint Reading
5. Math
6. Heritage of the American Worker
7. Diversity Awareness and Sexual Harassment
8. Green Construction
9. Financial Literacy

The Urban League will run three cohorts of the Building Futures Program in 2025. By way of this contract, the Urban League will plan and conduct a Heavy Highway Career Day and Job Site Observation Day for the three cohorts of the Building Futures Program. The goal of the Career Day and Job Site Observation Day will be for the Building Futures program participants to better understand the scope, significance, and opportunity of heavy highway transportation projects (including Brent Spence). The Urban League will be responsible for the following deliverables for each cohort:

1.) Heavy Highway Transportation Career Day

a.) The Urban League will be responsible for planning the Career Day which includes the following deliverables:

- a. Identifying and securing a location for the Career Day.
- b. Planning the Career Day. The Urban League will work with ODOT, the Ohio Contractor's Association, trade unions and prime contractors to plan and execute the Career Day. The Urban League will confirm attendance by ODOT, heavy highway trade unions (e.g., carpenters, teamsters, and operating engineers as well as other heavy highway unions involved in the building futures program) and prime contractors. Prime contractors and trade unions can establish booths that students can learn more about the company and the specific trade unions.

The Urban League is responsible for inviting the following unions to attend the Career Day:

- i. Iron Workers
- ii. Operating Engineers
- iii. Carpenters
- iv. Laborers
- v. Electricians
- vi. Operative Plasterers and Cement Masons
- vii. Brick layers and Allied Craftworkers
- viii. Composition Roofers
- ix. Teamsters

- c. Communicating and confirming Building Futures student attendance at the Heavy Highway Transportation Career Day. The Urban League will communicate with students about attending the Career Day. The Urban League will ensure students from the Building Futures program are provided with transportation to the Career Day and attend the Career Day to learn more about careers in the heavy highway transportation industry.

2.) Heavy Highway Transportation On-the-Job Observation Day

- a.) The Urban League will be responsible for planning the On-the-Job Observation Day which includes the following deliverables:

- a. Identifying and securing an ODOT project for the On-the-Job Observation Day. The Urban League will work with ODOT, prime contractors, and the Ohio Contractor's Association to identify a project location that the students can visit to observe a heavy highway project.
- b. Planning the On-the-Job Observation Day. The Urban League will communicate with ODOT and the Prime Contractor to plan the schedule for the On-the-Job Observation Day.
- c. Communicating and confirming Building Futures student attendance at the On-the-Job Observation Day. The Urban League will communicate with students about attending the On-the-Job Observation Day. The Urban League will ensure students from the Building Futures Program are provided with transportation to the On-the-Job Observation Day to learn more about careers in the heavy highway transportation industry.

- 3.) Transportation: The Urban League is responsible for transporting participants from the Urban League to the Career Day and the On-the-Job Observation Day. Funding will be used for transportation costs.
- 4.) Program Supplies – PPE and Instructional Materials: The Urban League is responsible for providing personal protective equipment (PPE) to the students entering the ODOT job site for the On-the-Job Observation Day. Funding will be provided for PPE and instructional manuals.
- 5.) Refer Participants to Unions for Employment: Upon completion of the program, the Urban League will refer each participant to a union for potential entry into a registered apprenticeship program if applicable.

- 6.) Progress Reports: The Urban League must send progress reports along with monthly invoices for each cohort. Progress reports must include a “pipeline report” of how many participants were trained in the Building Futures Program, attended the Career Day, and attended the Job Site Observation Day, and if any participants dropped out of the program. Additionally, the progress report must include demographic information when available (age, race, and gender of the participants). The progress report must include information about referrals made to trade unions and if individuals were accepted into that union.

Program Budget:

Each cohort will include approximately 20-30 students for a grand total of approximately 60-90 students per year. Cohorts will begin in April, August, and November.

Urban League of Greater Southwestern Ohio Budget				
Heavy Highway Career Day and On-the-Job Observation Day - Building Futures Program				
Expenses	Cohort 1	Cohort2	Cohort 3	Total
Salaries - Staff working on program activities	\$32,004.55	\$32,004.55	\$32,004.55	\$96,013.65
Student Transportation to Career Day and On-the-Job Observation Day	\$2,655.56	\$2,655.56	\$2,655.56	\$7,966.68
Program Supplies - PPE and Instructional Materials	\$4,322.22	\$4,322.22	\$4,322.23	\$12,966.67
Total Expenses	\$38,982.33	\$38,982.33	\$38,982.34	\$116,947.00

EXHIBIT II

STATE OF OHIO DEPARTMENT OF TRANSPORTATION

STANDARD AFFIRMATION AND DISCLOSURE FORM EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website: <http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

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

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

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

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

4. Location where services to be performed will be changed or shifted by Contractor:

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

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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

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

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