OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

ADDENDUM NO. 1

PROJECT NO. 39-15-01

PROJECT NO. 39-15-01 (PART A)
RIGHT TWO (2) LANES AND SHOULDER RECONSTRUCTION
MILEPOST 144.10 TO MILEPOST 149.24
LORAIN COUNTY, OHIO

PROJECT NO. 39-15-01 (PART B)
BRIDGE SUBSTRUCTURE REPAIRS
OHIO TURNPIKE OVER SR-57 MILEPOST 145.1,
OHIO TURNPIKE OVER SR-301 (ABBE ROAD) MILEPOST 147.3,
OHIO TURNPIKE OVER US-20 MILEPOST 148.0,
OHIO TURNPIKE RAMP OVER OHIO TURNPIKE MILEPOST 151.8,
LORAIN COUNTY, OHIO

OPENING DATE: 2:00 P.M. (E.S.T), DECEMBER 22, 2014

ALL BIDS MUST BE ELECTRONICALLY SUBMITTED

ATTENTION OF BIDDERS IS DIRECTED TO:

MODIFICATIONS TO THE CONTRACT DOCUMENTS
PART A, PLAN SHEET 22 OF 405

GENERAL CONDITIONS
Page OTIC-GC-82

SPECIAL PROVISIONS
TABLE OF CONTENTS, Page 1 of 2
SPECIAL PROVISIONS, Pages 4 through 8 (for SP 104 Revision)
Pages 18 and 19 (for SP 113 Revision)
Pages 22 thru 30A (for replacement of SP 120 with SP120A)

ANSWERS TO QUESTIONS RECEIVED THROUGH 11:00 A.M. DECEMBER 11, 2014

Issued by the Ohio Turnpike and Infrastructure Commission on December 11, 2014. Issuance authorized by Robin Carlin, Interim Executive Director, and Tommie Jo Marsilio, Director, Contracts Administration and Compliance.

Robin Carlin 12/11/14
Robin Carlin Date

Tommie Jo Marsilio 12/11/14
Tommie Jo Marsilio Date

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
ADDENDUM NO. 1
PROJECT NO. 39-15-01

MODIFICATIONS VIA ADDENDUM NO. 1 TO THE CONTRACT DOCUMENTS FOR PROJECT NO. 39-15-01

Modifications to the Plan Drawings

Additions and deletions on Plan Drawings are indicated with a cloud and revision triangle thus:

The following plan sheet has been updated and the new plan sheet should be substituted for:

- 39-15-01 PART A, Sheet number 22 of 405

Modifications to the Special Provisions

Deletions are shown with ~~strikethrough~~ text.
Changes/Additions are shown with ***bold italicized*** text.

The following Special Provision page(s) have been revised and the new Special Provision page(s) should be substituted for:

- TOC – TABLE OF CONTENTS, Page 1 of 2
- SPECIAL PROVISIONS, Pages 4 through 8 (for SP 104 Revision)
- SPECIAL PROVISIONS, Pages 18 and 19 (for SP 113 Revision)
- SPECIAL PROVISIONS, Pages 22 thru 30A (for replacement of SP 120 with SP 120A)

Modifications to the Bid Express Bid Form and Excel Worksheet

Deletions are shown with ~~strikethrough~~ text.
Changes/Additions are shown with ***bold italicized*** text.

Quantities for the following Reference Numbers have been revised.
Reference Numbers: 9, 10, 11, 12, 13, 16, 24, 28, 29, 30, 39, 40, 43, 45, 53, 54, 55, 56, 57, 60, 61, 65, 102, 103, 104, 105, 107, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 122, 286, and 287.

Please note Bids may not be submitted using the Excel Worksheet.

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M., DECEMBER 10, 2014

Q#1 Could the Commission please provide train data from CSX under the bridge at MP 144.5 and Norfolk-Southern under the bridge at MP 147.3?

A#1 The following train traffic may fluctuate based on the needs of the Railroad customers. The following information was provided by the Railroad Companies. The CSX Railroad is actually located at MP 144.7 with the following train data: all trains are freight trains; one (1) train per day that travels at a maximum speed of 15 mph. The Norfolk-Southern Railroad is actually located at

MP 147.9 with the following train data: all trains are freight trains; two (2) trains per day that travel at a maximum speed of 10 mph. The Commission will pay the actual cost for any railroad flaggers, if required.

Q#2 Please provide the daily (1) number of passenger trains, (2) number of freight trains, and (3) maximum train speed. This information is required to obtain Railroad Protective Applications per SP827.

A#2 See response A#1.

Q#3 The bid quantities for some bid items show fractional quantities carried out in the Bid Express bid form, but the General Summary shows only integer quantities for those bid items. Which quantities are intended for bid – the integer or the fractional? Please resolve all differences between the Bid Express bid form, the Excel Bid Form, and the plan General Summary.

A#3 The Bid Express bid form has been revised to match the General Summary. Further, the Bid Express bid form contained several items with fractional quantities, in error, which have been revised to match the General Summary quantities. The Excel Worksheet has also been revised and is issued with this Addendum.

Q#4 Would the commission please consider reducing the 55% self-performance requirement to 40% to allow non-asphalt contractors the ability to bid the project.

A#4 The Commission will accept 40% self-performance on the project. General Conditions, Page OTIC-GC-82 is revised and attached.

Q#5 **Plan sheet 189/405, SWPPP Note 5 states that "all reporting is required to be completed by a qualified third-party inspector." Special Provision SP 113 – SWP3 Management does not mention a third-party inspector as it relates to SWPPP reporting. Please clarify if a third-party SWPPP inspector is required or not, as the plans differ from the special provisions.**

A#5 The Contractor shall comply with all requirements of Special Provision SP 113 and the Ohio EPA General Construction Permit. SP 113 has been modified to include language that stipulates the SWPPP Inspection and Inspection Reports shall be performed by a qualified third-party SWP3 inspector. Revised SP 113 is issued with this Addendum.

Q#6 Plan sheet 2/405, note 3 states that removing/replacing portable concrete barrier from the existing crossovers is incidental to the cost for pavement planing in those areas. However, protection of the openings is incidental to SP614 Maintaining Traffic. Please set up a new bid item for removing and replacing crossover barrier for asphalt work, or make the cost incidental to another item rather than pavement planing.

A#6 The concrete barrier wall will need to be moved from its current location while the crossover asphalt surface is prepared to Maintain Traffic. When the crossover resurfacing is complete the existing concrete barrier wall must be restored to its original location until the Contractor closes

the crossover for Maintenance of Traffic. No change is required. This work should be bid as shown in the plans.

Q#7 Bid reference 234 lists 1414 sy as bid quantity, the plan summary page 387/405 shows 2532 sy. Please clarify.

A#7 The quantity for Bid Reference numbers 234 and 235 are revised from 1,414 to 2,532 on the Bid Express Bid Form. The Excel Worksheet has also been revised and is issued with this Addendum.

Q#8 Reference 28 Class C Concrete Approach Slabs, will MS Concrete be allowed to help expedite the project.

A#8 Yes, MS Concrete may be used for the Approach Slabs, at no additional cost to the Commission.

Q#9 Are train counts Passenger/ freight available for the structures over RR Tracks.

A#9 See response A#1.

Q#10 A watermark on Standard Construction Drawing RM-4.2 32" Portable Concrete Barrier Hook Plate Connection, sheets 3/4 - 4/4 included in part B of the plans, states "Production and use of the Hook Plate Connection temporarily on hold." Will hook plate connections be permitted for use on this project for portable barrier wall items?

A#10 The only Portable Concrete Barrier with the Hook Plate Connection that may be used in Ohio is the proprietary J-J Hooks product manufactured to the specifications of Easi-Set Worldwide. J-J Hooks barrier meets NCHRP Report 350 TL-3 criteria if manufactured with a third rebar (sometime after April 1999). Baxter Precast Products and Norwalk Concrete Industries stamped "350" on all complying J-J Hook barriers. All Portable Concrete Barrier supplied for use on this Project must meet NCHRP Report 350 TL-3 criteria.

Q#11 Sheet 23/405 states that when the maintenance crossover barrier is replaced per XOV-3, the barrier shall only be re-used if it is NCHRP-350 compliant. Please identify which existing crossover barrier wall to be removed is currently NCHRP-350 compliant, so that this item can be bid accurately. If new barrier wall must be purchased, how is the material cost and delivery of the new barrier to be paid for? If new wall must be purchased, what lengths of barrier wall sections should be purchased?

A#11 The entire quantity of existing concrete barrier within the maintenance crossovers must be replaced with new concrete barrier that is NCHRP Report 350 TL-3 compliant. Material, delivery and all other costs required to install the barrier in accordance with the Standard Drawings shall be paid for under SP614 - Maintaining Traffic. OTIC Standard Construction Drawing TCB-3 and XOV-3 show the concrete barrier lengths and placement details.

Q#12 Sheets 49/405-51/405 state that detour signs shall be adjusted based on the progress of the ODOT SR-57 project, and may take place after initial installation, and cost shall be included in LS MOT. Please state what these changes will potentially be, because this item cannot be accurately bid without this information. Alternately, the Turnpike could agree to pay for detour changes on a time and materials basis.

A#12 The detour signs on SR 57 may require minor location adjustments based on the ODOT Contractor's MOT layout and due to existing overhead signs being replaced with new signs. All labor and material required to adjust the detour sign locations during construction is considered incidental to and included in the lump sum bid item for SP 614 – Maintaining Traffic.

Q#13 If a Financial Statement and Experience Questionnaire has been completed within the last calendar year and submitted to the Turnpike, does another one have to be submitted for this project?

A#13 The Financial Statement and Experience Questionnaire should be completed. However, if the most current fiscal year financial statements have been previously submitted the Bidder can write "see audited financial statements submitted previously" on page 6 of the questionnaire instead of completing pages 6 – 11 of the questionnaire. Audited financial statements can always be submitted instead of completing pages 6 – 11 of the questionnaire.

Q#14 Sheet 30/32 of SP 400 Asphalt Concrete Surfacing, Method of Measurement, states that for Pavement Reconstruction projects, of which 39-15-01 is classified, pay quantity of asphalt concrete with a uniform plan depth will be verified using plan width and measured length. Sheet 30/32 also states that for Resurfacing and all other asphalt paving projects, quantity will be based on converted cubic yards from tickets. This project has many resurfacing items, although it is a "Pavement Replacement" project. We are under the impression that the "Resurfacing" bid items on this project will be paid ticket quantity based on the "Resurfacing" method of measurement, while the remainder of asphalt items will be paid plan line & grade. Please confirm this assumption.

A#14 The assumption is Correct. Asphalt pavement quantities for placing a new course of asphalt over an existing pavement or milled surface will be paid based on the total amount of approved material placed, as determined by the weights recorded on the plant tickets. Asphalt pavement quantities that are part of a new full depth pavement section will be paid based on plan width, plan depth and measured length of installed pavement.

Q#15 Plan page 385 of 405 Note 14 concerning temporary access states this work will be paid under Item Temporary Access. We cannot find the bid item for this work.
Also, Permitted construction Restrictions page 22 of 405 concerning the same structure. Will we be able to access this structure in the second year for falsework and any full depth repairs.

A#15 This response will be provided with Addendum #2.

Q#16 Maintenance of Traffic Notes Page 22 of 405 Phase 3B says to complete improvements to Eastbound lanes. What work would this be?

A#16 The word Eastbound in the Phase 3B notes on Sheet 22 of 405 should read "WESTBOUND" as all eastbound construction activities were completed in Phase 2. Revised Plan Sheet 22 of 405 is included with this Addendum.

Q#17 We are having a difficult time finding a supplier to supply concrete using Shrinkage Compensating Cement not allowing the use of bagged component for this project. Will you consider the use of bag component using a grout pump and screen, or maybe some other type of material?

A#17 No, bagged KSC Komponent may not be used on this project.

Q#18 Sheet 400/405 Repair Schematic D shows "expansion joint repair per SP533F including parapet armor repair, typical outside and inside." However Special Provision SP 533F is only calls for compression seal replacement, but no parapet armor replacement. Should SP 533F include parapet armor replacement? If so, please revise SP 533F to include this, and provide additional details for SP 533F parapet armor replacement, as there are currently none in the plans.

A#18 This response will be provided with Addendum #2.

Q#19 The following are drainage issues on the plan and profile sheets: Sheet 211/405, Ref. DC-39 shows a 66" CMP pipe outlet with a flared end section, but has no corresponding quantity for pipe or flared end section in the drainage subsummary. Is this work to be performed? If so, under what bid item(s)?

A#19 This response will be provided with Addendum #2.

Q#20 Sheet 211/405, Ref. DC-38 & DC-39 show ditch cleanouts which extend off of the Turnpike R.O.W. Will the Turnpike grant special access for these drainage items? If so, please revise the plans to show this. If not, please non-perform this work.

A#20 This response will be provided with Addendum #2.

Q#21 Sheet 183/405 drainage subsummary shows an 8' long 48" RCP conduit with a precast flared end section on sheet 211/405, Ref. DR-51. On plan sheet 211, Ref. DR-51, no pipe or outlet is shown for this callout. Please revise the plan sheet to show this outlet or revise the sub-summary and eliminate the outlet.

A#21 This response will be provided with Addendum #2.

Q#22 Sheet 218/405, Ref. DR-52 shows an 8' long 48" RCP conduit with precast flared end section that extends off of the Turnpike R.O.W. Will the Turnpike grant special access for this drainage item? If so, please revise the plans to show this. If not, please non-perform this work.

A#22 This response will be provided with Addendum #2.

Q#23 Sheet 22/405 states that "when accessing the Norfolk Southern bridge substructure, the contractor only has access in the first year. It is the Contractor's responsibility to finish all associated substructure work in the first calendar year of the project." Does this note mean that no access to the substructure will be granted after 2015? In order to remove false decking and complete full depth deck repairs on the westbound side in 2016, please provide access and a temporary easement to the Norfolk Southern substructure until the final completion date.

A#23 This response will be provided with Addendum #2.

Q#24 Please address the following issues regarding median catch basin adjust to grade (ATG) quantities in the plans, based on the summary shown on sheet 184/405.

STA. 605+69 and STA. 607+00 on sheet 198 are called out in summary but the locations are shown differently on the plans and there is no call out for ATG.

A#24 This response will be provided with Addendum #2.

Q#25 STA. 730+98 on sheet 208 there is a catch basin in the summary but there is not a catch basin shown in the plans in that location.

A#25 This response will be provided with Addendum #2.

Q#26 STA 831+00 on sheet 217 there is quantity in the summary but there is no catch basin called out in the plan .

A#26 This response will be provided with Addendum #2.

Q#27 STA 832+50 on sheet 217 there is a catch basin called out as ATG in the plans but no quantity In the summary.

A#27 This response will be provided with Addendum #2.

Q#28 STA. 842+00 and STA. 844+00 on sheet 218 there are catch basins called out as ATG in plans but no quantity in the summary.

A#28 This response will be provided with Addendum #2.

Q#29 STA. 850+49 on sheet 219 there is quantity in the summary but there Is nothing called out In the plans

A#29 This response will be provided with Addendum #2.

Q#30 STA. 851+54 on sheet 219 there is quantity In the summary but there is nothing called out In the plans

A#30 This response will be provided with Addendum #2.

Q#31 Sheet 349 Scope - A. MAINLINE OHIO TURNPIKE OVER LAKE AVENUE M.P 144.4 Paragraph 3 states "AS DIRECTED BY THE ENGINEER, PERFORM FULL DEPTH CONCRETE REPAIR AT THE ABUTMENT SLABS. THIS WORK SHALL BE PERFORMED AND PAID USING SP848 FULL-DEPTH REPAIR TO CORRECT DEEPLY SPALLED ENDS OF THE ABUTMENT SLABS WHICH ARE NOT PRACTICAL TO REPAIR USING ITEM SPECIAL – PATCHING BRIDGE DECKS , TYPE B"
No bid quantities are setup for this structure under SP848. Please clarify where to put this cost or add an additional bid item.

A#31 This response will be provided with Addendum #2.

Q#32 Ref. 16, Excavation Including Embankment, As Per Plan- The bid quantity for this item is 34,397.175 CY, but the quantity in the general summary on sheet 178/405 is 32,826 cy. Which quantity is correct? If the bid quantity is correct, please adjust corresponding plan sheets to reflect this change.

A#32 This response will be provided with Addendum #2.

Q#33 Ref. 18, Rock Excavation, As Per Plan- Please confirm the plan quantity for this item and state how the corresponding embankment associated with the rock excavation is to be paid for.

A#33 *This response will be provided with Addendum #2.*

Q#34 The Slope Repair detail insert bottom left has the following note- Benching Undercut and Replacement: If unsuitable material and/or unsuitable soil is encountered at the bottom of the slope repair bench cut, undercut the unsuitable material a depth of 1.5 feet below the bottom of the bench cut and replace with 203 Granular Material, Type C. How is the excavation for this corresponding granular material to be paid for?

A#34 This response will be provided with Addendum #2.

Q#35 PLANS SHEETS 342-348, APPROACH SLAB DETAILS, NOTES STATE THAT REMOVAL OF EXISTING APPROACH SLAB IS INCLUDED UNDER 202 APPROACH SLAB REMOVAL. NO BID ITEM HAS BEEN PROVIDED. PLEASE CLARIFY

A#35 This response will be provided with Addendum #2.

Q#36 QUANTITIES FOR REF NO 234 & 235, 848 OVERLAY & HYDRO ITEM, DO NOT MATCH PLAN SHEET 387 ESTIMATED QUANTITIES. PLAN SHEET QUANTITIES SEEM TO BE CORRECT. PLEASE CLARIFY.

A#36 See response A#7.

Q#37 The following questions are related to Ref. 64, Ditch Cleanout and Sheet 20/405 note and associated table: The Ditch Cleanout note states that additional clearing of storm pipes or structures, and resetting the pipe or headwalls shall be considered incidental to the ditch cleanout item. Ref. No. 95 - Pipe Cleanout, 15" to 36" already exists on this project. Please add pipe cleanout quantities for 15"-36" pipes to Ref. 95 which are currently incidental to Ditch Cleanout. Please also consider adding a separate item for re-setting outlet structures per each and another separate item for pipe cleanout, >36" by the foot, as these items are unrelated to 209.04 ditch cleanout.

A#37 This response will be provided with Addendum #2.

Q#38 The Ditch Cleanout note states that payment for ditch cleanout will be at the unit price per foot for ditch cleanout and shall include all materials, tools, equipment and labor to complete "the work". The table lists many "deficiencies" beyond the 209.04 scope of work or even the drainage cleanouts and structure re-setting. Many of these "deficiencies" appear to be corrected in other bid items, and some are un-related to any other items in the contract scope of work. Please confirm that all deficiencies listed outside the stated scope of work for the ditch cleanout item are to be paid for in other, relevant bid it*ems, or by force account.*

A#38 This response will be provided with Addendum #2.

Q#39 Sheet 19/405 shows undercut replacement quantities for stabilization over shallow culverts. The item 204 excavation quantity is 178 cy and the corresponding granular embankment quantity is 6560 tons. These quantities do not appear to correlate. Please clarify the correct quantity for both items as well as the corresponding sy area for subgrade compaction, geogrid, and geotextile fabric.

A#39 This response will be provided with Addendum #2.

Q#40 Please clarify page SP228 Of The Special Provisions:SP848 Paragraph B.3 States: "The Contractor shall remove all concrete, both sound and unsound, from the scarified surface to a minimum of one inch below the top mat of reinforcing steel by using hydrodemolition, not scarification."
Please clarify the reference point that the 1" dimension is measured from. (i.e. Top of top mat, or between bars, or bottom of top mat).

A#40 This response will be provided with Addendum #2.

Q#41 Ref. Nos. 234 & 235 show bid form quantities of 1,414 sy, but the structure summary quantity on sheet 387/405 shows a total of 2,532 sy. Please clarify the correct quantity and revise all applicable bid documents.

A#41 See response A#7.

Addendum No. 1 to Contract 39-15-01 is hereby acknowledged:

_____
(Firm Name)

_____
(Signature)

_____
(Printed Name)

Date: _____

MAINTENANCE OF TRAFFIC NOTES

SEQUENCE OF CONSTRUCTION

THE INTENT OF THIS PROJECT IS TO RECONSTRUCT THE PAVEMENT OF THE OUTSIDE (2) LANES, OUTSIDE SHOULDER AND ALL ASSOCIATED BRIDGE WORK (AS DETAILED IN THE STRUCTURES PLANS) OF THE EASTBOUND AND WESTBOUND TRAFFIC ON THE OHIO TURNPIKE (I.R. 80) BETWEEN MILE POSTS 144.10 AND 149.24 WHILE MAINTAINING TWO (2) LANES OF TRAFFIC IN EACH DIRECTION AT ALL TIMES. TURNPIKE PAVEMENT REPLACEMENT WILL REQUIRE SEVERAL PHASES AS DETAILED ON THE MAINTENANCE OF TRAFFIC PLAN SHEETS. THE CONTRACTOR SHALL CONSTRUCT THE EASTBOUND IMPROVEMENTS DURING THE FIRST CONSTRUCTION SEASON AND THE WESTBOUND IMPROVEMENTS DURING THE SECOND CONSTRUCTION SEASON.

THE CONTRACTOR HAS THE OPTION TO PERFORM SOME, OR ALL, OF THE PHASE 2B APPROACH SLAB REPLACEMENT AND EXPANSION JOINT REPLACEMENT DURING PHASE 1. THE CONTRACTOR HAS THE OPTION TO PERFORM SOME, OR ALL, OF THE PHASE 3B APPROACH SLAB REPLACEMENT AND EXPANSION JOINT REPLACEMENT PRIOR TO PHASE 3A.

PRE–PHASE 1

THE CONTRACTOR SHALL RESURFACE INSIDE SHOULDER AND THIRD LANE FROM MP 141.15 TO MP 145.40 EASTBOUND AND WESTBOUND. THE CONTRACTOR SHALL UTALIZE OTIC STANDARD DRAWINGS TO PERFORM ALL PRE–PHASE 1 WORK.

PHASE 1

THE CONTRACTOR SHALL CLOSE THE EASTBOUND AND WESTBOUND INSIDE TURNPIKE LANES (LEFT LANE IN BOTH DIRECTIONS) AT THE PROPOSED TEMPORARY CROSSOVER LOCATIONS AS ILLUSTRATED ON THE PHASE 1 MAINTENANCE OF TRAFFIC PLAN. AT THIS TIME THE CONTRACTOR SHALL REMOVE THE EXISTING CONCRETE MEDIAN BARRIER AND PLACE THE TEMPORARY PAVEMENT AS REQUIRED IN THE MAINTENANCE OF TRAFFIC PHASING PLANS. TO FACILITATE THE TRAFFIC CROSSOVERS AS SHOWN IN THE MAINTENANCE OF TRAFFIC PLANS, THE CONTRACTOR SHALL COMPLETE ALL CONSTRUCTION ACTIVITIES REQUIRED FOR IMPLEMENTATION OF THE CONTRAFLOW MAINTENANCE OF TRAFFIC SCHEME THAT WILL BE USED DURING PHASE 2 CONSTRUCTION ACTIVITIES.

IN ADDITION TO THE WORK DESCRIBED ABOVE THE CONTRACTOR SHALL ALSO PERFORM:

1. RECONSTRUCTION OF EXISTING MEDIAN CATCH BASIN AND REPAIRS NECESSARY TO MAINTAIN DRAINAGE.
2. FALSE WORK FOR ALL BRIDGES THAT REQUIRE FALSE WORK.
3. SNAP MILL AND FILL FROM END OF RESURFACING AT MP 145.40 TO APPROXIMATELY 149.47 ON INSIDE SHOULDER EASTBOUND AND WESTBOUND.
4. COMPLETE THE EASTBOUND INSIDE SHOULDER AND THIRD LANE BRIDGE DECK OVERLAY AT MP 147.90.

AFTER COMPLETION OF THE PHASE 1 CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL PROCEED TO PHASE 2 CONSTRUCTION ACTIVITIES.

PHASE 2

THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION AT ALL TIMES. EASTBOUND TRAFFIC SHALL BE MAINTAINED WITH ONE LANE OF LOCAL AND THRU TRAFFIC ON THE EASTBOUND SIDE OF THE TURNPIKE AND ONE LANE OF THRU TRAFFIC ON THE WESTBOUND SIDE USING A CONTRAFLOW MAINTENANCE OF TRAFFIC SCHEME AS DETAILED IN THE MAINTENANCE OF TRAFFIC PLANS.

PHASE 2 CONSTRUCTION SHALL INCLUDE THE RECONSTRUCTION OF EASTBOUND TURNPIKE PAVEMENT, EASTBOUND RAMP IMPROVEMENTS, REMAINING EASTBOUND BRIDGE OVERLAY AT MP 147.9, AND EASTBOUND BRIDGE APPROACH SLABS AS SPECIFIED IN THE CONSTRUCTION PLANS.

PHASE 2A

THE CONTRACTOR SHALL ERECT THE DETOUR SIGNAGE FOR THE RAMP R2 CLOSURE AS SHOWN ON THE DETOUR PLANS. AT THIS TIME, THE CONTRACTOR SHALL SHIFT TRAFFIC AS ILLUSTRATED ON THE PHASE 2A MAINTENANCE OF TRAFFIC PLAN.

AT THIS TIME, THE CONTRACTOR SHALL CONSTRUCT THE REMAINING EASTBOUND INTERCHANGE IMPROVEMENTS AND ANY REMAINING PHASE 2 IMPROVEMENTS. THE CONTRACTOR SHALL PLACE THE EASTBOUND INTERCHANGE AND OUTSIDE EDGE LINE PERMANENT PAVEMENT MARKINGS ONCE PHASE 2A CONSTRUCTION ACTIVITIES ARE COMPLETE. AFTER COMPLETION OF THE PHASE 2A CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PROCEED TO THE PHASE 2B CONSTRUCTION ACTIVITIES.

SEQUENCE OF CONSTRUCTION (CONT.)

PHASE 2B

MAINTAINING THE CONTRAFLOW PATTERN FROM PHASE 2, THE CONTRACTOR SHALL DIRECT THE SINGLE LANE OF EASTBOUND TRAFFIC MAINTAINED ON THE EASTBOUND PAVEMENT TO THE PREVIOUSLY CONSTRUCTED OUTSIDE LANE. THE SINGLE LANE OF CONTRAFLOW EASTBOUND TRAFFIC MAINTAINED ON THE WESTBOUND PAVEMENT SHALL REMAIN UNCHANGED.

AT THIS TIME, THE CONTRACTOR SHALL COMPLETE ALL IMPROVEMENTS TO THE INSIDE WESTBOUND LANE AND STRUCTURES, INCLUDING APPROACH SLAB REPLACEMENT AND THE COMPLETION OF THE EXPANSION JOINT REPLACEMENT. UPON COMPLETION OF PHASE 2B, THE CONTRACTOR SHALL PREPARE FOR WINTER SHUTDOWN WHICH INCLUDES CLOSING NEWLY CREATED AND/OR OPENING CLOSED MAINTENANCE CROSSOVERS FOR WINTER OPERATIONS.

ONCE PHASE 2, 2A & 2B WORK IS COMPLETED THE CONTRACTOR SHALL REMOVE THE MAINTENANCE OF TRAFFIC ITEMS AND PLACE THE PAVEMENT MARKINGS TO THEIR ORIGINAL LAYOUT FOR THE WINTER SHUTDOWN MONTHS. THE CONTRACTOR SHALL REMOVE THE MAINTENANCE OF TRAFFIC CROSSOVER AT MP 149.42 AND REINSTALL THE EXISTING MAINTENANCE CROSSOVER. TEMPORARY BARRIER SHALL BE PLACED AT THE MAINTENANCE OF TRAFFIC CROSSOVER AT MP 143.96 TO CLOSE ACCESS DURING THE WINTER SHUTDOWN. THE CONTRACTOR SHALL REOPEN THE REMAINING MAINTENANCE CROSSOVERS WHICH WERE PREVIOUSLY CLOSED IN THE TEMPORARY MAINTENANCE OF TRAFFIC CONFIGURATION. THE CONTRACTOR SHALL OPEN ALL THREE LANES OF TRAFFIC ONCE ALL WORK DESCRIBED ABOVE IS COMPLETED.

PHASE 3

THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION AT ALL TIMES. WESTBOUND TRAFFIC SHALL BE MAINTAINED WITH ONE LANE OF LOCAL AND THRU TRAFFIC ON THE WESTBOUND SIDE OF THE TURNPIKE AND ONE LANE OF THRU TRAFFIC ON THE EASTBOUND SIDE USING A CONTRAFLOW MAINTENANCE OF TRAFFIC SCHEME AS DETAILED IN THE MAINTENANCE OF TRAFFIC PLANS.

PHASE 3 CONSTRUCTION SHALL INCLUDE THE RECONSTRUCTION OF WESTBOUND TURNPIKE PAVEMENT, WESTBOUND RAMP IMPROVEMENTS AND WESTBOUND BRIDGE APPROACH SLABS AS SPECIFIED IN THE CONSTRUCTION PLANS.

PHASE 3A

THE CONTRACTOR SHALL ERECT THE DETOUR SIGNAGE FOR THE RAMP R3 CLOSURE AS SHOWN ON THE DETOUR PLANS. AT THIS TIME, THE CONTRACTOR SHALL SHIFT TRAFFIC AS ILLUSTRATED ON THE PHASE 3A MAINTENANCE OF TRAFFIC PLAN.

AT THIS TIME, THE CONTRACTOR SHALL CONSTRUCT THE REMAINING WESTBOUND INTERCHANGE IMPROVEMENTS AND ANY REMAINING PHASE 3 IMPROVEMENTS. COMPLETE THE WESTBOUND INSIDE SHOULDER AND THIRD LANE BRIDGE DECK OVERLAY AT MP 147.9.

THE CONTRACTOR SHALL PLACE THE WESTBOUND INTERCHANGE AND OUTSIDE EDGE LINE PERMANENT PAVEMENT MARKINGS ONCE PHASE 3A CONSTRUCTION ACTIVITIES ARE COMPLETE. AFTER COMPLETION OF THE PHASE 3A CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PROCEED TO THE PHASE 3B CONSTRUCTION ACTIVITIES.

PHASE 3B

MAINTAINING THE CONTRAFLOW PATTERN FROM PHASE 3, THE CONTRACTOR SHALL DIRECT THE SINGLE LANE OF WESTBOUND TRAFFIC MAINTAINED ON THE EASTBOUND PAVEMENT TO THE PREVIOUSLY CONSTRUCTED OUTSIDE LANE. THE SINGLE LANE OF CONTRAFLOW WESTBOUND TRAFFIC MAINTAINED ON THE WESTBOUND PAVEMENT SHALL REMAIN UNCHANGED.

⚠ AT THIS TIME, THE CONTRACTOR SHALL COMPLETE ALL IMPROVEMENTS TO THE INSIDE WESTBOUND LANE AND STRUCTURES, REMAINING WESTBOUND BRIDGE DECK OVERLAY AT MP 147.9, INCLUDING APPROACH SLAB REPLACEMENT AND THE COMPLETION OF THE EXPANSION JOINT REPLACEMENT. UPON COMPLETION OF PHASE 3B CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PROCEED TO PHASE 4 OF CONSTRUCTION.

PHASE 4

THE CONTRACTOR SHALL RESTORE THE TEMPORARY CROSSOVERS AND PLACE THE REMAINING PERMANENT PAVEMENT MARKINGS AND FINAL SIGNAGE AT THIS TIME AS PER OTIC STANDARD DRAWING TCR–2. THE CONTRACTOR SHALL REMOVE ALL FALSE WORK AFTER THE COMPLETION OF ALL BRIDGE WORK.

PERMITTED CONSTRUCTION SEQUENCING

THE FOLLOWING DISCUSSION OF PERMITTED CONSTRUCTION SEQUENCING IS PROVIDED FOR THE CONTRACTOR'S BENEFIT WHEN PLANNING HIS/HER CONSTRUCTION WORK TASK SEQUENCING. ITEMS UNDER PERMITTED SEQUENCING ARE NON BINDING AND COULD BE MODIFIED BY THE CONTRACTOR IN AN ALTERNATE MAINTENANCE OF TRAFFIC SEQUENCE.

PERMITTED CONSTRUCTION TASKS:

1. CONSTRUCTION PHASE 1, THE CONTRACTOR IS PERMITTED TO ADD THIRD LANE BRIDGE WORK. WORK SHALL BE PERFORMED:
   A. PER OTIC STANDARD CONSTRUCTION DRAWING TCR 2.1
   B. PER OTIC STANDARD CONSTRUCTION DRAWING TCR 12.
   C. BY INSTALLING ALL OF PHASE 2 TEMPORARY PORTABLE BARRIER AND INSTALLING THE PLAN ACCESS POINTS SHOWN ON SHEET 60 .

ANY CHANGE TO THE PROPOSED PLANS IS INCLUDED IN THE COST FOR SP614 – MAINTAINING TRAFFIC

PERMITTED CONSTRUCTION RESTRICTIONS

THE FOLLOWING DISCUSSION OF RESTRICTIONS IS PROVIDED FOR THE CONTRACTOR'S BENEFIT WHEN PLANNING HIS/HER CONSTRUCTION WORK TASK SEQUENCING. ITEMS LISTED AS A RESTRICTION ARE PLACED ON THE CONTRACTOR. IN THE EVENT THAT AN ALTERNATE MAINTENANCE OF TRAFFIC METHOD IS SELECTED, ANY APPROVED ALTERNATE MUST INCLUDE THESE RESTRICTIONS.

1. WHEN ACCESSING THE NORFOLK SOUTHERN BRIDGE SUBSTRUCTURE THE CONTRACTOR ONLY HAS ACCESS IN THE FIRST YEAR. IT IS THE CONTRACTORS RESPONSIBILITY TO FINISH ALL ASSOCIATED SUBSTRUCTURE WORK IN THE FIRST CALENDAR YEAR OF THE PROJECT.

NO.	REVISIONS	BY	DATE
1	ADDENDUM #1	KRM	12/09/14
-	-	-	-

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

MAINTENANCE OF TRAFFIC NOTES
SHEET 1 OF 4

LORAIN COUNTY

GPD GROUP.
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.
520 South Main Street, Suite 2531, Akron, Ohio 44311
330-572-2100
Fax 330-572-2101

DESIGNED: ADG	CHECKED: AKF	DATE: 11/25/14	
DRAWN: DGD	IN CHARGE: MRG	SCALE: ----	

PROJECT NO. 39-15-01A SHEET 22 OF 405

Drawing File: O:\2014\2014161\mot\sheets\2014161MN001.dwg Layout: MN001
Date: Dec 09, 2014 Time: 4:09 pm Twist: 0
Technician: kmonas

ARTICLE 15 - SUBCONTRACTORS AND MATERIAL SUPPLIERS

15.1 LIMITS ON SUBCONTRACTING

The Contractor shall not subcontract or otherwise assign any portion of the Work without the written consent of the Chief Engineer. Any such consent shall not relieve the Contractor from any responsibility for the Work under the Contract. The Contractor shall be responsible for the satisfactory settlement by any and all Subcontractors of all claims and obligations arising in connection with the execution of their respective portions of the Contract and for furnishing to the Commission evidence thereof, to the satisfaction of the Chief Engineer. In all events, the Contractor shall perform with the Contractor's own organization, Work amounting to not less than ~~fifty-five~~ forty percent ~~(55%)~~ (40%) of the total Contract Price. The term "the Contractor's own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by the Contractor with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Contractor. For purposes of this paragraph GC 15.1, assignment of Work is considered synonymous with a subcontract to perform Work. In determining whether the Contractor is in compliance with the requirement that it perform with the Contractor's own organization Work amounting to not less than ~~fifty-five~~ forty percent ~~(55%)~~ (40%) of the total Contract Price, the following criteria shall apply:

15.1.1 The Contract Price upon which the ~~fifty-five~~ forty percent ~~(55%)~~ (40%) requirement is computed shall include the cost of materials and manufactured products which are to be purchased or produced under the provisions of the Contract Documents.

15.1.2 The percentage of subcontracted Work shall always be based on original Contract Prices rather than actual subcontract prices. If only a part of a Contract item is to be subcontracted, its proportional value to that Contract item shall be determined on the same basis except when the part not subcontracted consists only of procuring the materials. The Contractor's own organization must incorporate the materials into the Project to receive credit for the value of the materials in meeting its ~~fifty-five~~ forty percent ~~(55%)~~ (40%) requirement. When a Person both sells materials to a Contractor and performs the Work of incorporating the materials into the Project, both functions shall be considered in combination and as constituting a single subcontract. If an affiliate of the Person either sells the materials or performs the Work, the Chief Engineer may refuse approval. For purposes of this paragraph GC 15.1, an affiliate is one who has some common ownership or other close relation to said Person.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
SPECIAL PROVISIONS FOR
CONTRACT NO. 39-15-01

I. **2016 Permanent Seeding Completion Interim Milestone:** The 2016 Permanent Seeding Completion Interim Milestone shall be defined as having all permanent seeding complete for all disturbed areas for the Eastbound Work in its entirety by **September 30, 2016** with the intent to obtain 70% vegetative growth and the Erosion and Sedimentation Controls removed, in accordance with the OEPA Permit and approved by the Chief Engineer, by October 31, 2016. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 1, 2016.**

J. **2016 Westbound Pavement and Bridge Completion Interim Milestone:** The 2016 Westbound Pavement and Bridge Completion Interim Milestone shall be defined as completing all westbound asphalt paving, approach slabs, abutment slabs and bridge deck overlays by **October 14, 2016.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 15, 2016.**

K. **Substantial Completion:** Substantial Completion shall be defined as all Work for this Contract shall be completed and all traffic lanes and shoulders shall be open to Turnpike traffic including all traffic control and safety devices in place and approved by the Chief Engineer by **November 4, 2016.** Liquidated Damages for failure to complete the Work described in Project No. 39-15-01 shall commence on **November 5, 2016.**

L. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by **November 22, 2016.** Liquidated Damages for failure to complete the Work described in Project No. 39-15-01 shall commence on **November 23, 2016.**

It shall be noted that in order to meet the above referenced dates, the Contractor may be required to Work additional shifts and/or extended hours as well as periodic holidays and weekends. These additional forces shall be included in their Bid and there shall be no additional cost to the Commission.

~~**SP 104 ACCESS TO TURNPIKE AND RESTRICTIONS**~~
(This entire specification has been replaced with SP 104 dated 12-10-14)

SP 104 ACCESS TO TURNPIKE AND RESTRICTIONS
(12/10/14)

The Contractor will be provided access and use of Turnpike roadways during the progress of the Work under this Contract as follows:

A. Toll-free access for the Contractor's equipment and vehicles may be granted. A limited number of construction transponders will be issued for the Contractor's motor vehicles. A detailed request outlining the quantity and need for toll-free transponders must be submitted to and approved by the Chief Engineer.

B. It shall be the Contractor's responsibility to manage the issuance and use of all construction transponders for performing the Work under the Contract. The Contractor shall be liable for any misuse of said transponders whether it is by the Contractor's forces or those of a subcontractor. Use of these transponders for personal travel or other travel not associated with this Project is strictly forbidden. The Contractor shall be advised that any personal or company transponders for use other than on this Project, must be removed from Project vehicles or properly stored in protective mylar bags provided. It is the responsibility of the Contractor to advise all subcontractors of the same requirements. The Commission will not be responsible for providing credit to accounts that are billed due to improper storage of personal or company transponders. Upon the completion of the Contract, ALL transponders shall be returned to the Commission. Should the Contractor return less than the number issued to them, the Commission shall withhold the sum of one hundred ($100.00) dollars per transponder not returned from any monies due the Contractor.

C. The toll-free access, if granted, will be limited to a specified range of gates on each side of the Project limits. The Contractor will be charged a toll for all Turnpike travel outside the limits authorized by the toll-free access. Any method of operation involving such travel will be subject to such requirements and restrictions as the Commission may impose to facilitate proper collection of tolls and avoid undue inconvenience or hazard to the traveling public.

D. If the Contractor elects to have its vehicles or equipment use any Interchange other than those authorized, such use will be subject to such restrictions as the Commission may determine to be necessary to avoid undue inconvenience or hazard to the traveling public.

E. Upon request from the Contractor and approval of the Chief Engineer, toll-free access will be provided for the Contractor's administrative and supervisory personnel and/or special equipment or material deliveries, exclusive of asphalt and concrete that may require Turnpike travel outside the toll-free zone.

F. Private automobiles of workmen will not be permitted on the Ohio Turnpike roadways and may not be parked in the construction area. All parking must be at an approved staging area.

G. Access for material delivery and/or construction equipment through access drives, maintenance garage and service plaza locations will not be permitted without prior written approval of the Chief Engineer, except at the Access Location(s) noted below for which no access credit or plans are required. Limited access will be granted to the delivery of millings only, if applicable.

Access Location(s): None

H. During all phases of construction, the following will apply:

1. During periods of high Turnpike traffic flow, crossing of the active lanes and/or restricting traffic to a single lane will not be permitted unless authorized by the Chief Engineer. The following times are known to have high Turnpike traffic flows:

<u>2015 Construction</u>

Easter: Noon on Friday, April 3, 2015 through
Sunrise Tuesday, April 7, 2015

Mothers' Day:	Sunrise Sunday, May 10, 2015 through Sunrise Monday, May 11, 2015
Memorial Day Holiday:	Noon on Friday, May 22, 2015 through Sunrise Tuesday, May 26, 2015
Independence Day Holiday:	Sundown Wednesday, July 1, 2015 through Sunrise Monday, July 6, 2015
Labor Day Holiday:	Noon on Friday, September 4, 2015 through Sunrise Wednesday, September 9, 2015
Thanksgiving Day Holiday:	Sundown Tuesday, November 24, 2015 through Sunrise Monday, November 30, 2015
Christmas Day Holiday:	Sundown Tuesday, December 22, 2015 through Sunrise Monday, December 28, 2015
Summer Weekends:	Noon on Friday through Sunrise on Monday for the period beginning Friday, May 29, 2015 through Sunrise Monday, August 31, 2015

2016 Construction

New Year's Day Holiday:	Sundown Wednesday, December 30, 2015 through Sunrise Monday, January 4, 2016
Easter:	Noon on Friday, March 25, 2016 through Sunrise Tuesday, March 29, 2016
Mothers' Day:	Sunrise Sunday, May 8, 2016 through Sunrise Monday, May 9, 2016
Memorial Day Holiday:	Noon on Friday, May 27, 2016 through Sunrise Tuesday, May 31, 2016
Independence Day Holiday:	Noon on Friday, July 1, 2016 through Sunrise Wednesday, July 6, 2016
Labor Day Holiday:	Noon on Friday, September 2, 2016 through Sunrise Wednesday, September 7, 2016
Thanksgiving Day Holiday:	Sunrise Wednesday, November 23, 2016 through Sunrise Monday, November 28, 2016
Christmas Day Holiday:	Noon Friday, December 23, 2016 through Sunrise Tuesday, December 27, 2016
Summer Weekends:	Noon on Friday through Sunrise on Monday for the period beginning Friday, June 3, 2016 through Sunrise Monday, August 29, 2016

2. Unforeseen circumstances may occur making it necessary to restrict lane closures, Work zones, and ingress/egress traffic, as deemed necessary by the Chief Engineer.

3. Traffic shall not be restricted to a single lane after November 1 through April 1 unless approved by the Chief Engineer. Written requests for restricting traffic to a single lane shall be provided to the Chief Engineer at least forty-eight (48) hours in advance.

4. Traffic backups can be expected and should be anticipated by the Contractor. During all phases of construction, the Chief Engineer may restrict or suspend the Contractor's activities as per Article 13.1 - Suspension of the Work, of the General Conditions and/or require both Turnpike roadways to be open to traffic if the weather or traffic conditions should so indicate. Delays caused by these restrictions or suspensions are not the responsibility of the Commission. Once a traffic backup extends one half (½) mile beyond the first transitional arrow board, the Contractor is to make the work area safe and remove the lane closure as directed by the Chief Engineer.

5. Shoulder drop-offs from the edge of the traveled lane shall be limited to three (3) inches maximum and all guardrail and terminal assemblies shall be reinstalled leaving no obstruction unprotected.

6. **Three- and Four-Lane Mainline Sections -** Traffic shall not be restricted to a single lane during construction unless approved by the Chief Engineer. Written request for restricting traffic to a single lane shall be provided to the Chief Engineer at least forty-eight (48) hours in advance. Approval, if granted, for restricting traffic to a single lane will be limited to the hours of **8:00 PM to 6:00 AM,** unless approved otherwise by the Chief Engineer. At no time may the closed lane which is adjacent to traffic be used for the storage or parking of any equipment and/or vehicles.

7. **Two-Lane Mainline Sections -** Restricting traffic to a single lane during daytime may be permitted during construction with prior approval of the Chief Engineer. Written request for restricting traffic to a single lane shall be provided to the Chief Engineer at least forty-eight (48) hours in advance. Approval, if granted, for restricting traffic to a single lane may be restricted by both time and days of the week at the Chief Engineer's discretion. Approval is conditional that the zone must be removed anytime traffic backups extend one half (1/2) mile beyond the first transitional arrow board. If this occurs, the Contractor is to make the work area safe and remove the lane closure as directed by the Chief Engineer.

   Traffic shall not be restricted to a single lane from 12:00 PM (noon) to 10:00 PM on Fridays and Sundays, unless otherwise indicated in the plans.

8. In the event that any of the above mentioned requirements relative to lane closure(s) are not complied with and/or not authorized by the Chief Engineer, the Commission may impose upon the Contractor a Liquidated Damage in the amount of $10,000 per hour for each hour or portion of an hour not in compliance.

9. The Contractor may elect to perform the culvert lining construction below the mainline in any construction phase, subject to the requirements of SP104, SP614 and two (2) lanes of Turnpike traffic are open in each direction from 6:00 A.M. to 8:00 P.M. Prior to performance of this Work, the Contractor shall submit an access plan to the Chief Engineer for approval. The Contractor's access plan shall include, but is not limited to the following; the intended method of accessing the site, the extent of the material laydown and equipment area, and methods of maintaining proper drainage in the

Work area. Existing guardrail lengths and locations shall be shown on the Contractor's access plan.

I. Proposals for **Temporary Access Deduct Alternate** (Entrances or Exits) to the Turnpike may be submitted by the Contractor, if the Commission includes this item on the Bid Form. The Contractor shall enter a lump sum credit in the space provided in the Proposal, setting forth the amount of credit, which will apply in case its proposal for Temporary Access is granted (See Bid form). In addition, The Contractor shall furnish the following information in the sealed envelope containing its signed original Bid Guaranty/Performance Bond, Power of Attorney, Bidder's Affidavit and completed Financial Statement submitted within twenty-four (24) hours of the Bid Opening in accordance with Articles 2.7.2, 2.7.4 and 6.1.1 of the Instructions to Bidders.

1. The exact location of such proposed entrances or exits.

2. A detailed plan of all construction necessary to provide such access, including any drainage and guardrail work necessary and such Work that will be performed to restore the area to its original condition or repair of any damage after construction.

If the Temporary Access is approved, the Work of constructing the temporary access and restoration of the area as proposed by the bidder, or repair of any damage resulting to an existing facility that may be used, shall be the Contractor's responsibility and shall be performed as directed by the Chief Engineer. The Contractor is solely responsible for obtaining any permits or permissions required for the use of properties not within the Turnpike Right-of-Way. The unit prices bid shall not reflect any costs which apply to such temporary construction, restoration, or repair Work, and such Work shall not be separately measured or paid for, but shall be performed without cost to the Commission.

If such temporary access is located within a Project construction zone, the bidder will not be permitted to use the temporary access during times that traffic is being maintained on the right lane of the adjacent roadway. Granting of this temporary access will not waive the Contractor's responsibility to haul only legal weights on the Turnpike roadways.

In the event that the construction of such temporary access is not approved, the Contract shall proceed as if no request or bid had been made for the construction thereof.

SP 105 DISPOSAL OF EXCESS MATERIALS

Except as otherwise specifically provided in these Special Provisions, materials in excess of the requirements of the Work under this Contract shall be disposed of by the Contractor **off** the Turnpike right-of-way. It shall be the Contractor's responsibility to select and maintain disposal areas and enter into appropriate waste disposal agreements to dispose of excess materials. All costs associated with disposing of excess materials shall be incidental to the Contract. The Contractor shall supply a copy of the waste disposal agreement to the Commission at least forty-eight (48) hours prior to any disposal. The Commission will in no way be responsible for disposal areas.

F. Diesel Fume Control

The Contractor shall minimize generation of diesel fumes by using the highest-grade diesel fuel available and keeping equipment in good operating condition through a documented preventive maintenance program. Documents for diesel fuel purchases and maintenance program shall be made available within one (1) day of request to Inspectors to verify compliance.

Any piece of equipment generating excess visible exhaust after a half-hour warm-up period is subject to being shut down by Inspectors until condition is corrected. No extension of time nor additional compensation will be paid for such a shut down.

G. Measurement and Payment

Environmental pollution control measures will not be measured or paid for separately, but are considered incidental to the normal construction activity being performed.

~~**SP 113 STORM WATER POLLUTION PREVENTION PLAN (SWP3) MANAGEMENT**~~
(This entire specification has been replaced with SP 113 dated 12-10-14)

SP 113 STORM WATER POLLUTION PREVENTION PLAN (SWP3) MANAGEMENT
(12-10-14)

A. General

The Contractor shall provide SWP3 management services of the Ohio EPA permitted project. The management services shall include all SWP3 items required for compliance with the Ohio EPA's current General Permit to Discharge Storm Water Runoff from a Construction Site ("Ohio EPA Permit") and as required in these Specifications.

B. Required Documentation

The following items are documents that are required to be completed prior to receiving any payment toward the pay item for SWP3 Management or beginning any work on the project that involves earth disturbing activities:

1. Ohio EPA Co-Permittee Application Form (Appendix B)

2. Ohio EPA Co-Permittee Permit

3. General SWP3 Revision Form (Appendix B)

4. Delegation of Authority forms for any Contractor performing storm water work on the Project (Appendix B)

5. Sub-Contractor acknowledgements indicating that the SWP3 was fully reviewed by the General Contractor with Sub-Contractor's person in responsible charge (Appendix B)

6. Inspection form template for the Third-Party SWP3 Inspection Sub-Contractor (Appendix B)

7. Statement of Qualification(s) for Contractor's Third-Party SWP3 Inspection Sub-Contractor (on Sub-Contractor's letterhead)

C. SWP3 Management

The following items must be kept updated prior to receiving any payment toward the pay item for SWP3 Management during work on the project that involves earth disturbing activities:

1. Corrective Action log – Form for logging items of continued non-compliance that result in Corrective Actions to resolve the issue. This Log is to be completed weekly for the previous weeks' issues of non-compliance reported in the Third-Party's inspection report and reviewed during progress meetings. Weeks with no Corrective Actions shall be documented as having no Corrective Actions on the last day of the week and prior to any Pay Estimates. An updated log is to be submitted whenever payment is sought for SWP3 Management.

2. SWP3 Amendment log - Form for logging amendments to the SWP3. This Log is to be completed weekly with amendments that are required to better manage storm water run-off. Weeks with no amendments shall be documented as having no amendments on the last day of the week. An updated log is to be submitted whenever payment is sought for SWP3 Management.

3. Grading & Stabilization log – Form for logging final grading and stabilization of areas of disturbed earth. This Log is to be completed weekly with areas that have reached final grading and/or stabilization. Weeks with no grading and/or stabilization shall be documented as having no grading or stabilization completed as of the last day of the week. An updated log is to be submitted whenever payment is sought for SWP3 Management.

4. SWP3 Inspections and Reports – Inspections must be performed ***by a qualified, Third-Party, firm / Sub-Contractor*** every seven (7) days and within 24-hours of any rainfall event of one-half (0.5) inch or greater and as required by the Storm Water Permit until a Notice of Termination ("NOT") is submitted by the Commission. Copies of the most recent inspections are to be reviewed during weekly progress meetings.

    a. Prior to the Commission submitting an NOT, the Third-Party SWP3 Sub-Contractor is required to submit a final Inspection Report indicating that seventy percent (70%) stabilization, as described by the Ohio EPA Permit, has been achieved and that an NOT for the site is recommended.

D. Measurement and Payment

SWP3 Management will be measured and paid for separately under the Lump Sum Price Bid for Item SP113 - SWP3 Management. The initial payment for Item SP113 - SWP3 Management will only be made following completion of the required documentation. Upon acceptance of the completed documentation, the Item 113 - SWP3 Management will be paid for on a monthly basis up to the established Substantial Completion Date and shall be dependent upon the timely and accurate submittals of all Third-Party SWP3 Inspection Reports. If the requirements of SS832 and the Ohio EPA Permit have not been completed by the first year Substantial Completion interim Milestone Date or the Final Substantial Completion Date, the Contractor will be required to continue to meet all the requirements of the Permit at no additional cost to the Commission.

Completion Date and Liquidated Damages are applied for completion of the Contract, the Commission will base price adjustments on either the PI for the last month before Liquidated Damages were applicable or the PI for the actual month of placing, whichever is less.

At a minimum, the Commission will calculate and apply price adjustments at the end of each construction season and as soon as practical after the completion of the project.

SP 119 RAILROAD PROTECTIVE LIABILITY INSURANCE

The Contractor shall complete and fully execute the "STANDARD CONSTRUCTION RIGHT OF ENTRY AGREEMENT" which is attached as Appendix D and furnish evidence that, with respect to the operations it or any of its subcontractors perform, the Contractor maintains the respective insurance policies required in such Agreement and SP 827B - PROTECTION OF NORFOLK SOUTHERN RAILWAY INTEREST, including the Railroad Protective Liability Insurance in the name of Norfolk Southern Railway Company.

The Contractor shall furnish evidence that, with respect to the operations it or any of its subcontractors perform, it has provided Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of CSX Transportation, Inc., as detailed in SP 827D - SPECIFIC REQUIREMENTS OF CSX TRANSPORTATION.

Payment to the Contractor for the Railroad Protective Liability Insurance herein specified will be made at the lump sum contract price bids for Item SP 119 - RAILROAD PROTECTIVE LIABILITY INSURANCE – NS and Item SP 119 - RAILROAD PROTECTIVE LIABILITY INSURANCE – CSX.

~~SP 120 CRITICAL PATH METHOD PROGRESS SCHEDULE FOR MAJOR PROJECTS~~

(This entire specification has been replaced with SP 120A dated 12-09-14)

SP 120A CONSTRUCTION SCHEDULE FOR MAJOR PROJECTS

(12-09-14)

A. **General.** The Construction Schedule required for this project is the Critical Path Method Schedule ("CPM Schedule") as indicated in GC 4.2. The intent of this specification is to provide the supplemental requirements elaborating on the specifications for the paper and electronic formats of the Construction Schedule pursuant to GC 4.3.2. These specifications also detail the applicable requirements to substantiate an extension of time request and the methodology for the calculating the length of any time extensions that are approved by the Chief Engineer in accordance with GC 6.2.2.

B. **Schedule Representative.** The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Commission during the preparation and maintenance of the Construction Schedule.

C. **Preliminary Schedule**. The Preliminary Schedule required under GC 4.2.1.1 shall be in CPM Schedule format. The Preliminary Schedule shall include, at a minimum, detailed activities for the Work to be accomplished during the first 90 days of the Contract, and summary activities for the balance of the Work.

D. **Construction Schedule.** The Construction Schedule will be in CPM Schedule format and as described below.

1. Schedule Requirements. Submit a .xer file prepared in Primavera P6 software manufactured by Oracle, with the layout file submitted as well. The files shall be saved in v7.0 format using the applicable filenames set forth in Table 1 below. The Commission will "Import" or accept progress schedule files from the Contractor. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars; all Activity Codes shall be project level and not Global or EPS level Activity Codes; and no Project Codes shall be assigned.

Table 1 – Schedule Filename Convention
PPPPPP – Project Number

Progress Schedule	1st Submission	2nd Submission	3rd Submission
Interim Schedule	PPPPPP1IS	PPPPPP2IS	PPPPPP3IS
Baseline Schedule	PPPPPP1B	PPPPPP2B	PPPPPP3B
Schedule Update #1	PPPPPP1SU1	PPPPPP2SU1	PPPPPP3SU1
Schedule Update #2	PPPPPP1SU2	PPPPPP2SU2	PPPPPP3SU2
Delay Analysis	PPPPPP1TIA1	PPPPPP2TIA1	PPPPPP3TIA1
Weather Delay Analysis	PPPPPP1WD1	PPPPPP2WD1	PPPPPP3WD1
Recovery Schedule	PPPPPP1RS1	PPPPPP2RS1	PPPPPP3RS1

Provide a Workday schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Work for all Interim Milestone, Substantial and Final Completion Dates (hereinafter "Completion Dates") defined in SP 103. Workday shall be defined as a calendar day that the Contractor normally works. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Construction Manager can readily identify the Work and measure the progress of each activity. The Construction Schedule must reflect the scope of work, required phasing and maintenance of traffic requirements to complete the Work for each Completion Date. Include activities for Shop Drawing and other submittal review and approval, fabrication review and review of mark-up Work, product review and procurement, fabrication, shop inspection and delivery including without limitation lead time, coordination drawing delivery, Punch List, Punch List correction, Project close-out requirements, Contract Completion and occupancy requirements.

The Contractor shall be responsible for assuring all Work, including all subcontractor Work, is included in the Construction Schedule. The Contractor shall be responsible for assuring that all Work sequences are logical and that the Construction Schedule indicates a coordinated plan.

Failure by the Contractor to include any element of Work required for performance of the Contract shall not excuse the Contractor from completing all Work within the required time. The Construction Manager's review of the Construction Schedule will be for compliance with the specifications and contract requirements. Approval by the Construction Manager will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the Construction Schedule. Omissions and errors will be corrected as described in Section G and will not affect contract time.

Each Construction Schedule shall also provide the following:

a) Administrative Identifier Information:
   i. Project Number
   ii. County
   iii. Contract Signed Date
   iv. Completion Date
   v. Contractor's Name
   vi. Contractor's Dated Signature
   vii. Commission's Dated Approval Signature

b) Project Activities:

   i. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.

   ii. Activity Description. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain).

   iii. Activity Original Duration. Assign a planned duration in working days for each activity. Do not exceed a duration of 15 Workdays for any construction activity. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.

   iv. Activity Calendar. Each activity shall be assigned a calendar in the schedule that defines only those days as Workdays as those which the Contractor ordinarily anticipates performing the activity. This would include both the number of days worked per week and the specific days on which the Contractor anticipates working the activity. For example, if a Contractor anticipates working an activity four days per week, then the calendar in the schedule would show four Workdays. If the Contractor anticipates working on an activity only on the weekend, the Contractor would show only Saturday and Sunday as Workdays in the schedule. The Contractor shall provide a list of the calendars for each activity with its initial schedule submission and an explanation of each of the calendars Workdays.

v. Activity Relationships:
- All activities, except the first activity, shall have a predecessor(s).
- All activities, except the final activity, shall have a successor(s).
- Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
- Use of finish-to-finish relationship is permitted when both activities are already linked with a start-to-start relationship.

c) Project Milestones:

i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Notice to Proceed." The date used for this milestone is the date the Notice to Proceed is issued by the Commission.

ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project Milestone" representing the date scheduled to achieve Final Completion. The date used for this End Project Milestone is considered the project completion date.

iii. Start Milestones: The Contractor shall include Start Milestones for all Construction Access and Recommencement dates defined in SP 103. The Start Milestones shall be labeled as shown in SP 103. The Contractor may include additional Start Milestones but, as a minimum, must include all contractual milestones established in SP103 for commencing phases of the Work.

iv. Finish Milestones: The Contractor shall include Finish Milestones representing the date scheduled to achieve all Interim Milestones and Substantial Completion defined in SP 103. The Finish Milestones shall be labeled as shown in SP 103. The Contractor may include additional Finish Milestones, but at a minimum contractual milestones defined in SP103 for completing the phases of the Work.

v. For multi-season projects, it is the intent of the Commission that the second season recommencement will occur on the date specified in SP 103 even if there are time extensions granted to the first season interim milestones. As a result of this, the first season's Substantial Completion Interim Milestone shall be only tied to the second season Construction Recommencement Milestone with a finish-to-start relationship with zero lag.

d) Level of Effort Activities: Use level of effort activities to show the duration of specified contract Work periods, phases and lane closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.

e) Constraints: Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.

f) Calendars: The Contractor shall identify their proposed work hours and calendars. Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a

calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Weather and Seasonal Conditions, as shown in Table 2, shall be evenly dispersed into each respective month in the Construction Schedule calendars as non-work days, and be included in the planning and scheduling of all Work. The days specified as Weather and Seasonal Conditions in the calendars shall occur on regular days of Work on which Work is otherwise progressing on the critical path. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 120345 – 5 day workweek, 120345 – earthwork, 120345 – structures, 120345 – asphalt). No Global Calendars shall be incorporated into any progress schedule submission. The Section in Table 2 that is applicable to the Project and utilized when considering requests for extension of time due to weather or seasonal conditions is established by the Ohio Turnpike mileposts within which the majority of the Work takes place as follows:

West Section - Milepost 0.00 to Milepost 100.00
Central Section - Milepost 100.00 to Milepost 190.00
West Section - Milepost 190.00 to Milepost 241.26

Table 2 – Weather and Seasonal Conditions

Month	Anticipated Workdays Lost		
	West Section	Central Section	East Section
January	6	10	9
February	6	8	8
March	6	8	7
April	5	7	6
May	5	6	6
June	4	5	5
July	4	5	5
August	4	4	4
September	4	5	5
October	4	5	5
November	5	7	6
December	6	9	9

g) Resources: The Contractor shall identify the total resource hours and cost for each activity in the schedule and shall provide the Contractor's cost and resource loading curves in media and format required by the Construction Manager.

h) Activity Codes: The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but not required. No Global Activity Codes shall be incorporated into any progress schedule submission.

i) Schedule Options: The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. Total float shall be calculated as finish float. Ignore relationships to and from other projects.

2. Submission Requirements. Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact

disc (CD) compatible with the Construction Manager's computer. Submit the following information along with the electronic back-up of the schedule data:

a) A hard copy of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section D.1.a on the first page of the schedule. For each activity on the schedule, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. Identify the critical path of the project on the Gantt Chart (bar chart) in red. The critical path is defined as the longest path of activities in the project that determines the End Project Milestone. The activities that make-up the critical path of activities are the "Critical Activities."

b) A hard copy of the Six Week Look Ahead Schedule in CPM format. This schedule will have all the requirements of the baseline schedule in Gantt Chart (bar chart) format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.

c) A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Primavera scheduling software application) which includes Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, number of Activities, number of Activities Not Started, number of Activities In Progress, number of Activities Completed, number of Activity Relationships, and number of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

E. **Float.** Use of float suppression techniques, such as preferential sequencing (arranging critical path through activities more susceptible to Commission caused delay), lag logic restraints, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the Construction Schedule or its updates.

1. Definition of Float: Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the completion of the Work required to achieve a Completion Date.

2. Ownership of Float: The Construction Schedule shall be used as a tool for scheduling and reporting sequenced progress of the Work using Start, Finish and End Milestone dates occurring before the Interim Milestone and Completion dates established in SP103. Float is a resource of the Project and the use of Float associated with an activity is not permitted without the concurrence of the Chief Engineer. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Float. A Construction Schedule showing portions of the Work being completed in less time than the respective dates established in SP103, and accepted by the Commission, will be considered to have Float. No time extensions will be granted unless a delay occurs which impacts the project's critical path, consumes all available Float and extends the Work beyond a Completion Date.

3. Negative Float: Negative float not associated with an eligible delay will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with Sections H and I. Scheduled or actual Work that extends

beyond the relevant contract Interim Milestone (or phase) or Completion Date(s) may be used in computations for assessment of Liquidated Damages. The use of this computation is not to be construed as an order by the Commission to accelerate the Work.

F. **Monthly Update Schedule.** A monthly update schedule is a schedule in which only **progress** is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section G.

1. Update Requirements. On the tenth day of the current month, during the term of the contract, submit an updated schedule and all required information with a data date of the last day of the preceding month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic format in Section D.2. The Construction Manager shall "approve" or "reject" the schedule update within 5 days of receipt of the updated CPM Schedule. The Chief Engineer may withhold payment of estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report on the critical path. The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

   Submit the following with each updated schedule:

   i. A hard copy of the updated schedule in CPM format signed by the Contractor.

   ii. A hard copy of the Six Week Look Ahead Schedule in CPM Format

   iii. Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path.

   iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.

   v. A hard copy or .pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.

   vi. Electronic files of the foregoing (formatted as described above)

2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the End Project Milestone precedes the Final Completion Date established in SP103. If after incorporating necessary revisions in accordance with Section G, the End Project Milestone precedes the Final Completion Date by at least the number of days shown Table 3 the Chief Engineer will initiate a Change Order amending the Final Completion Date to the End Project Milestone shown on the accepted Early Completion Monthly Update. The amended Final Completion Date will be effective upon execution of that Change Order and all contract provisions concerning the Final Completion Date such as incentives, disincentives, excusable delays, compensable delays, and

Liquidated Damages will be measured against the amended Final Completion Date.

The Contractor may elect not to execute the Change Order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early End Project Milestone, and agrees that the time between the End Project Milestone and the Final Completion Date is used as Float.

Table 3 – Early Completion Dates	
Original Project Duration	**# Days Prior to Contract Completion**
One year or less	30
One year to two years	60
Two years or more	90

3. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update to the Construction Schedule submitted by the Contractor in which a Finish Milestone or End Project Milestone exceeds the respective Interim Milestone or Completion Date established in SP103. In the event a Finish Milestone or End Project Milestone is more than 10 days beyond the respective current Interim Milestone or Completion Date and a schedule revision is not warranted, the contractor must proceed with submitting a recovery plan for approval in accordance with subparagraph GC 4.3.7.1.

G. **Revisions.** The Work may require and/or the Contractor may make revisions to the Construction Schedule. Addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision. All revisions must be reported in narrative form on a cover sheet accompanying the monthly update schedule. Any revision which modifies the critical path or impacts a date for achieving a Finish Milestone, an End Project Milestone, an Interim Milestone, or Substantial or Final Completion must be represented on a companion schedule submitted with the monthly update schedule or as a fragnet within the monthly update schedule. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates for the impacted Milestone Date. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions. The Construction Manager shall “approve” or “reject” proposed revisions within 10 days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

H. **Time Extensions for Delays in Accordance with Article GC 6 with the Exception of Weather in Subparagraph GC 6.2.1.2.** The Work may require and/or the Contractor may request an extension of an Interim Milestone or Substantial or Final Completion Date. The Contractor shall perform the following to fulfill the required Time Impact Analysis necessary to request and compute the duration of the requested time extension under CG Article 6. Submit two paper copies and two electronic copies of each analysis performed as follows:

1. Determine project progress prior to circumstance(s) necessitating the time extension. The previous accepted monthly update, updated to the date of the circumstance alleging to have caused delay, shall be used to display the prior

progress of the project. This schedule is referred to as the Un-impacted Schedule

2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.

3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.

4. Compare the Impacted Schedule's Finish or End Project Milestone dates with the Un-impacted Schedule's respective Finish or End Project Milestone date in order to determine the duration of any warranted time extension. All Finish and End Project Milestone dates shall be evaluated separately for time extensions and any time extensions granted shall apply only to the dates the analysis shows to be impacted. No time extensions will be granted unless a delay occurs which impacts the project's critical path, consumes all available Float and extends the Work beyond the current Interim Milestone or Completion dates.

5. Submit the Impacted Schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to Interim Milestone and Completion dates. All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

l. **Time Extensions for Delays Due to Weather in Accordance with Subparagraph GC 6.2.1.2.** The Contractor may request and/or the Chief Engineer will determine an extension of any Interim Milestone or Completion date due to weather days exceeding those within each respective month described in Table 2. The Contractor shall perform the following to fulfill the required Time Impact Analysis necessary to request and compute the duration of the time extension under GC Article 6. Submit two paper copies and two electronic copies of each analysis performed as follows:

1. The previously accepted monthly update shall be used to display progress of the Work and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.

2. Prepare a list of actual weather days believed to have delayed the Work and the activities that were impacted.

3. Utilizing the calendar(s) of those impacted activities, remove any planned weather days.

4. Insert the actual weather day(s) into the calendar(s) for the planned Work as a non-work day. Run the schedule calculations and determine the relevant Finish or End Project Milestone date. This schedule is referred to as the Weather Schedule.

5. Compare the Weather Schedule's Finish or End Project Milestone date with the Non-weather Schedule's respective Finish or End Project Milestone date in order to determine the duration of any warranted time extension. All Interim Milestone and Completion Dates shall be evaluated separately for time extensions and any time extensions granted shall apply only to the dates the analysis shows to be impacted. No time extensions due to weather will be granted unless a delay occurs which reduces production of Work on the critical path by more than fifty

(50) percent, consumes all available Float and extends the Work beyond the current Interim Milestone or Completion Date.

6. Submit the weather schedule with the request for time extension on a monthly basis. Include a narrative report describing the effects of weather days to Interim, and Final Completion dates.

J. **Basis of Payment.** The Critical Path Method Progress Schedule will not be measured or paid for separately, but is considered incidental to the Contract.