SP 102 **SPECIFICATIONS**

All Work under this Project is to be constructed under the applicable sections of the Construction and Material Specifications ("CMS") of the State of Ohio Department of Transportation ("ODOT"), dated January 1, 2019 and Supplemental Specifications unless an earlier edition is specified on an Ohio Turnpike Standard drawing, excepting Section 100 thereof - General Provisions, and in accordance with the General Conditions of the Commission, these Special Provisions, the payment items listed on the Bid Form, and the terms and conditions of the Contract Documents. If there is reference to Section 100 of the ODOT CMS in other sections of the CMS, the appropriate provision of Section 100 shall apply and be operative, unless there is a specific statement to the contrary in the General Conditions, Special Provisions, and terms and conditions of the Contract Documents of the Commission. Whenever the word "Director" appears in the ODOT CMS, it shall be construed to mean the "Commission" or the "Chief Engineer" of the Commission, as set forth in the definitions of the Standard Conditions.

SP 103 **CONSTRUCTION PHASING AND TIME OF COMPLETION**
(12-8-2017)

The Work shall be performed and completed in its entirety in strict accordance with the Plans, Specifications, Special Provisions and other Contract Documents as follows:

2023 CONSTRUCTION SEASON

All Work associated with Phase A of the Project and submittals required for Phase B.

A. Notice to Proceed (NTP): The Commission will issue the Contractor the Notice to Proceed (NTP) by the Chief Engineer after the Contract is fully executed. Upon receipt of the NTP, the Contractor shall begin performance of preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

B. Baseline Construction Schedule: The Baseline Construction Schedule for the 2023 Construction Season of this Project shall be submitted and acceptable prior to the Contractor performing the Work in accordance with General Condition Articles 4.2 and 4.3 and SP 120A or SP 120B to the extent made applicable through incorporation in the Contract Documents. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2. The 2023 Construction Access Date shall signify the **beginning of the Work.**

C. 2023 Phase A Construction Access: The Commission anticipates providing the Contractor access to the Turnpike on ~~**July 17, 2023**~~ **September 11, 2023**, at which time the Contractor may begin the Work for this Project. This work shall also include appropriate submittals required for 2024 Phase B work.

D. 2023 Phase A Substantial Completion Interim Milestone: The 2023 Phase A Substantial Completion Interim Milestone shall mean all Work, as described in the Contract Documents, excluding punch list items, have been completed, including that all Local Roads (partial for Beard Road) and the Turnpike roadway (all traffic lanes and shoulders) are open to traffic, as well as all traffic control and safety devices are in place and approved by the Chief Engineer by ~~**September 15, 2023**~~ **November 11, 2023**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on ~~**September 16, 2023**~~ **November 12, 2023**.

E. 2023 Phase A Final Interim Completion: The 2023 Phase A Final Interim Completion Milestone shall m e a n a ll Punch List items for the Project have been completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by ~~**October 15, 2023**~~ **December 11, 2023.** Liquidated Damages for failure to complete the Work shall commence on ~~**October 16, 2023**~~ **December 12, 2023.**

F. Winter Temporary Shutdown Period: The Contractor shall anticipate a Temporary Shutdown period commencing on ~~**October 16, 2023**~~ **December 12, 2023** and continuing through **April 7, 2024** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer.

2024 CONSTRUCTION SEASON

All Work associated with Phase B of the Project.

G. 2024 Construction Recommencement: The 2024 Construction Recommencement Milestone shall be defined as **April 7, 2024**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2024 Construction Access Milestone, the Contractor may only perform the required preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

H. Baseline Construction Schedule: The Baseline Construction Schedule for the 2024 Construction Season of this Project shall be submitted and acceptable, in accordance with General Condition Articles 4.2 and 4.3 and SP 120A, prior to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2.

I. 2024 Phase B Construction Access: The 2024 Phase B Construction Access shall be defined as the time when the Contractor is provided access to begin the Maintenance of Traffic Phase 3 Work of the Westbound Pavement Reconstruction which shall be **April 8, 2024**.

J. 2024 Phase B Substantial Completion: Substantial Completion shall mean all Work, as described in the Contract Documents, excluding punch list items, have been completed, including that all Local Roads and the Turnpike roadway (all traffic lanes and shoulders) are open to traffic, as well as all traffic control and safety devices are in place and approved by the Chief Engineer by **July 7, 2024**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **July 8, 2024**.

K. 2024 Phase B 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 **August 6, 2024**. Liquidated Damages for failure to complete the Work shall commence on **August 7, 2024**.

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.