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 Contract Documents.

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 -~~2024~~ 2025 WESTBOUND BRIDGE CONSTRUCTION

All Work associated with the removal and replacement of the Westbound Bridge including all Westbound Work as described in the Contract Documents for Project No. 43-23-04.

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 Construction Access: The Commission anticipates providing the Contractor access to the Turnpike on **July 10, 2023** at which time the Contractor may begin the Work for this Project.

D. ~~2024~~ 2025 Westbound Substantial Completion Interim Milestone: The ~~2024~~ 2025 Westbound Substantial Completion Interim Milestone shall be defined as having all lanes and shoulders open to Phase 3 Construction Maintenance of Traffic in both directions including all traffic control and safety devices in place and approved by the Chief Engineer by **~~October 15, 2024~~ May 1, 2025.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **~~October 16, 2024~~ May 2, 2025.**

~~2024-2025~~ 2026 EASTBOUND BRIDGE CONSTRUCTION AND FINAL COMPLETION

All Work associated with the removal and replacement of the Eastbound Bridge, including all Eastbound Work as described in the Contract Documents for Project No. 43-23- 04.

E. **~~2025~~ 2026 Eastbound Substantial Completion Interim Milestone:** The ~~2025~~ 2026 Eastbound Substantial Completion Interim Milestone shall be defined as having all lanes and shoulders open to Phase 4 Construction Maintenance of Traffic in both directions including all traffic control and safety devices in place and approved by the Chief Engineer by **~~October 1, 2025~~ July 1, 2026.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **~~October 2, 2025~~ July 2, 2026.**

~~**F. 2025 Interim Completion:** The 2025 Interim Completion Milestone shall be defined as restoring 3 lanes of traffic, including shoulders, onto the new structures Eastbound and Westbound, all traffic control and safety devices in place and approved by the Chief Engineer by **November 15, 2025**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **November 16, 2025**~~

~~**G. Winter Temporary Shutdown Period:** The Contractor shall anticipate a Temporary Shutdown period commencing on **November 16, 2025,** and continuing to **March 1, 2026** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer.~~

~~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.~~

~~2026~~ ~~CONSTRUCTION SEASON~~

~~All Work associated with the authorized remaining Phase 4 Work and Phase 5 work as described in the Contract Documents for Project No. 43-23-04.~~

~~**H. 2026 Construction Recommencement:** The 2026 Construction Recommencement Milestone shall be defined as, **March 1, 2026**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2026 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.~~

~~**I. Baseline Construction Schedule:** The Baseline Construction Schedule for the 2026 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.~~

~~**J. 2026 Construction Access:** The 2026 Construction Access shall be defined as the time when the Contractor is provided access on April 6, 2026.~~

~~**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 **June 1, 2026.** Liquidated Damages for failure to complete the Work shall commence on **June 2, 2026.**~~

F. Substantial Completion of the Project: The Work shall be substantially complete **November 1, 2026.** Substantially completed 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 in place and approved by the Chief Engineer. Liquidated damages for failure to substantially complete the Work described in Part F herein shall commence on **November 2, 2026.**

G. Final Completion of the Project: 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 **December 1, 2026.** Liquidated Damages for failure to complete the Work shall commence on **December 2, 2026.**

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.

Costs for any MOT requirements for equipment crossings shall be included in the lump sum price bid for Item SP 614 - Maintaining Traffic.

(f) The Contractor's vehicles and equipment shall be operated in the direction of traffic. A qualified flagger shall be employed where the Contractor's equipment and vehicles, as well as material delivery and haul vehicles, merge into, exit from or cross Turnpike traffic as detailed in ~~B.1.(h~~) B.1.(e) above. The Contractor's equipment and vehicles, including material delivery and haul vehicles shall conform to CMS 614.03. Amber flashing safety light(s) shall be turned on during Work area ingress/egress, but not while travelling at posted speeds in active traffic lanes. The Contractor's equipment shall be stored at a storage area, the location of which shall have prior approval of the Chief Engineer. Pavers, rollers and other equipment may be parked in areas along the highway when paving operations are scheduled to continue within the next workday. When parking along the highway, the equipment shall be located either thirty (30) feet from the edge of pavement or 6 feet behind guardrail with a minimum of 125 feet of guardrail preceding the equipment. Adequate barricades and lights shall be placed on the pavement side of the equipment to identify the limits of the equipment. All other equipment, including private vehicles, shall be stored at the Contractor's approved storage area.

(g) Prior to use, all cones, drums, sign supports, barricades, impact attenuators and other temporary traffic control (TTC) devices that are certified to meet National Cooperative Highway Research Program Report 350 (NCHRP-350) Test Level 3 or Manual for Assessing Safety Hardware (MASH) standards. Non-MASH compliant TTC devices will be allowed based on the American Association of State Highway and Transportation Officials (AASHTO) Manual for Assessing Safety Hardware (MASH) crash standards sunset dates. Do not use heavy non-yielding devices or supports that are not crashworthy.

(h) Temporary traffic drums and cones shall be as shown on the Commission's Standard Drawing TCR-2 and shall be in LIKE NEW CONDITION. LIKE NEW shall meet the acceptable criteria as defined and illustrated in the American Traffic Safety Services Association ("ATSSA") publication "Quality Standard for Work Zone Traffic Control Devices." Reflectorization on drums shall be cleaned on a monthly basis or as directed by the Chief Engineer. Damaged drums shall be replaced as directed by the Chief Engineer. Replacement drums shall be provided by the Contractor and payment shall be included in the lump sum price bid for Item SP 614 – Maintaining Traffic.

2. Non-Turnpike Roadways

Any MOT required on non-Turnpike highways or roadways shall be performed per Ohio Department of Transportation (ODOT) MOT specifications and standards and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) requirements and approved by the local