

**OHIO TURNPIKE AND  
INFRASTRUCTURE COMMISSION**

**ADDENDUM NO. 3**

**PROJECT NO. 43-15-02**

**BRIDGE REHABILITATION AND BRIDGE REPAINTING  
STATE ROUTE 11 (NB. & SB.) – M.P. 226.5  
OHIO TURNPIKE OVER STATE ROUTE 7 (ML. WB. & EB.) – M.P. 232.6  
OHIO TURNPIKE RAMP OVER STATE ROUTE 7 (MARKET ST.) – M.P. 232.9  
OHIO TURNPIKE (ML. WB. & EB.) OVER OHIO TURNPIKE RAMP – M.P. 232.9  
YOUNGSTOWN & SOUTHEASTERN RAILROAD – M.P. 233.3  
BEARD ROAD – M.P. 236.7  
MAHONING COUNTY, OHIO**

**OPENING DATE *PREVIOUSLY EXTENDED TO*: 2:00 P.M. (E.S.T), FEBRUARY 12, 2015**

**ALL BIDS MUST BE ELECTRONICALLY SUBMITTED**

**ATTENTION OF BIDDERS IS DIRECTED TO:**

Special Provisions

**SP 103**

Contract Documents

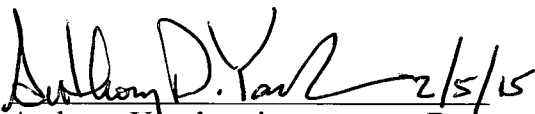
**Form Contract – CF 2,3**

Bid Form

**Add Reference Item 62A**

**ANSWERS TO QUESTIONS RECEIVED THROUGH NOON FEBRUARY 5, 2015**

Issued by the Ohio Turnpike and Infrastructure Commission on February 5, 2015. Issuance authorized by Anthony Yacobucci, Chief Engineer, and Tommie Jo Marsilio, Director, Contracts Administration and Compliance.

  
Anthony Yacobucci                      Date

  
Tommie Jo Marsilio                      Date

**OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION  
ADDENDUM NO. 3  
PROJECT NO. 43-15-02**

**MODIFICATIONS VIA ADDENDUM NO. 3 TO THE CONTRACT DOCUMENTS FOR CONTRACT NO. 43-15-02:**

**Modifications to the Contract Documents**

Deletions are shown with ~~strikethrough~~ text.

Changes/Additions are shown with *bold italicized* text.

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

Special Provisions

- **SP 103**

Contract Documents

- **Form Contract – CF 2,3**

Bid Form

- **Add Reference Item 62A**

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

**ANSWERS TO QUESTIONS RECEIVED THROUGH NOON, FEBRUARY 5, 2015**

**Q#2 Bridge number 226.5 SR 11 over OTC has existing falsework under bridge? Please advise who is removing the existing falsework and/or pay item if we remove falsework?**

*A#2 The falsework shall be removed by the Contractor over the portion of the lane the Contractor intends on painting and temporarily stored in an area as approved by the Chief Engineer. The falsework shall not be removed over any active lanes of traffic. The falsework shall be reinstalled by the Contractor after all Work over that single lane has been completed and prior to opening the lane to active traffic. The Contractor shall limit the closure of each single lane to seven consecutive days. Liquidated Damages of \$1000 per day may be assessed for each day or portion of a day the Contractor is not in compliance with the lane closure restrictions. The Contractor shall avoid the periods of high Turnpike traffic flows as identified in SP 104. The removing, storing and reinstalling of the falsework shall be paid for and performed in accordance with SP 527, Falsework, Temporary Bracing and Protective Structures, which has been added as Reference Item 62A.*

Addendum No. 3 to Contract 43-15-02 is hereby acknowledged:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

## ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Final Completion (including all Contract items and Punch List items) occurs on or before **November 16, 2015** (for additional milestones identified in the Special Provisions – see SP 103), unless an extension of time is granted by the Commission in accordance with the Contract Documents.
- 3.2 The Work to be performed under the Contract shall be completed within the times provided, unless the Contractor timely requests and the Commission grants an extension of time in accordance with the Contract Documents.
- 3.3 Failure to have the Work completed within the times provided, shall entitle the Commission to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Substantial Completion or Final Completion, as applicable, is achieved. Contract Completion, unless the Contractor timely requests and the Commission grants an extension of time in accordance with the Contract Documents.

### MILESTONE DESCRIPTION, MILESTONE DATES AND LIQUIDATED DAMAGES

<u>Milestone Description (per SP 103)</u>	<u>Milestone Dates</u>
The Contractor shall commence Work, per SP 103 -	within five (5) days after the date the Notice to Proceed has been issued by the Chief Engineer.
No Work for this Contract will be permitted, per SP 103 Part (A) -	prior to sunrise April 6, 2015.
Substantial Completion, all Work complete, excluding Punch List items, including all lanes and rail lines are open to traffic, per SP 103 Part (B) -	on or before October 16, 2015.
Final Completion - All Work shall be completed, including Punch List items, per SP 103 Part (C) -	on or before November 16, 2015.
Liquidated Damages for failure to substantially complete the Work described in SP 103 Part (B), per SP 103 Part (D) -	shall commence on October 17, 2015.
Liquidated Damages for failure to meet the Final Completion Date as described in SP 103 Part (C), per SP 103 Part (E) -	shall commence on November 17, 2015.
<b><i>Lane closure restrictions on MP 226.5, State Route 11 (SB), per SP 103 Part (F) -</i></b>	<b><i>The Contractor shall limit the closure of each single lane to seven consecutive days excluding weather days.</i></b>
<b><i>Liquidated Damages for failure to comply with the restrictions described in SP 103 Part F, per SP 103 Part (G) -</i></b>	<b><i>shall be assessed for each day or portion of a day the Contractor is not in compliance.</i></b>

For each calendar day that Work required to be performed within the above specified **Substantial Completion** deadline remains uncompleted on Project No.

43-15-02, the amount of two thousand dollars (\$2,000.00), per day, shall be deducted from the funds due the Contractor. Liquidated Damages for failure to substantially complete the Work described in SP 103, shall commence on October 17, 2015.

In addition, for each calendar day that Work required to be performed within the above specified **Final Completion** deadline remains uncompleted on Project No. 43-15-02, the amount of one thousand dollars (\$1,000.00), per day, shall be deducted from the funds due the Contractor. Liquidated Damages for failure to complete the Work described in SP 103, shall commence on November 17, 2015.

*In addition, the Contractor shall limit the closure of each single lane to seven consecutive days, Liquidated Damages of one thousand dollars (\$1,000.00), per day may be assessed for each day or portion of a day the Contractor is not in compliance with the lane closure restrictions, reference SP 103, Parts F & G.*

- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Commission because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Commission and its tollpayers would sustain.

#### ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the Commission and the Contractor and form the basis of the Contract between the Commission and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.
- 4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Commission.

#### ARTICLE 5

- 5.1 The Contract shall become binding and effective upon execution by the Commission.

**SP 103**

**CONSTRUCTION PHASING AND TIME OF COMPLETION**

The Contractor shall commence Work within five (5) calendar days after the date the Notice to Proceed has been issued by the Chief Engineer.

The Work for Contract No. 43-15-02 shall be performed and completed in its entirety in strict accordance with the Plans, Specifications, Special Provisions and other Contract Documents as follows:

- A. No work for this Contract will be permitted prior to sunrise April 6, 2015.
- B. **Substantial Completion** - The Project shall be substantially complete on or before October 16, 2015. Substantially completed shall be defined as all Work as described in the Contract Documents, excluding Punch List items, including all lanes and rail lines are open to traffic.
- C. **Final Completion** - All Punch List items for this Contract shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents on or before the Final Completion Date of November 16, 2015.
- D. Liquidated damages for failure to substantially complete the Work described in Part B herein shall commence on October 17, 2015.
- E. Liquidated Damages for failure to meet the Final Completion Date as described in Part C above shall commence on November 17, 2015.
- F. ***Lane Closure Restrictions on MP 226.5, State Route 11 (SB) - The Contractor shall limit the closure of each single lane to seven consecutive days excluding weather days.***
- G. ***Liquidated Damages for failure to comply with the restrictions described in Part F shall be assessed for each day or portion of a day the Contractor is not in compliance.***

Ref. No.	Item No.	Item Description	Approx. Quantity	Unit	Unit Cost	Extended Bid Amount
		<b>PAINTING OF STRUCTURE - STATE ROUTE 11 (NB) MP 226.5 (Ref. Nos. 39 - 50)</b>				
39	SP 514A	SURFACE PREPARATION OF EXISTING STEEL, SYSTEM OZEU	1	LUMP		
40	SP 514A	FIELD PAINTING OF EXISTING STEEL, PRIME COAT, SYSTEM OZEU	1	LUMP		
41	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, INTERMEDIATE COAT, SYSTEM OZEU	1	LUMP		
42	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, FINISH COAT, SYSTEM OZEU	1	LUMP		
43	SP 514A	REMEDICATION OF CHLORIDES	32	HOURS		
44	SP 514A	GRINDING FINIS, TEARS, AND SLIVERS	20	HOURS		
45	SP 525A	WORKER PROTECTION	1	LUMP		
46	SP 525A	PROTECTIVE CLOTHING/EQUIPMENT SET	20	EACH		
47	SP 525A	ESTABLISH REGULATED AREAS	1	LUMP		
48	SP 525A	PAINT WASTE / HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
49	SP 525A	PAINT WASTE / NON-HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
50	SP 525A	CONTAINMENT SYSTEM	1	LUMP		
<b>TOTAL - STATE ROUTE 11 (NB)</b>						

		<b>PAINTING OF STRUCTURE - STATE ROUTE 11 (SB) MP 226.5 (Ref. Nos. 51 - 62A)</b>				
51	SP 514A	SURFACE PREPARATION OF EXISTING STEEL, SYSTEM OZEU	1	LUMP		
52	SP 514A	FIELD PAINTING OF EXISTING STEEL, PRIME COAT, SYSTEM OZEU	1	LUMP		
53	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, INTERMEDIATE COAT, SYSTEM OZEU	1	LUMP		
54	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, FINISH COAT, SYSTEM OZEU	1	LUMP		
55	SP 514A	REMEDICATION OF CHLORIDES	32	HOURS		
56	SP 514A	GRINDING FINIS, TEARS, AND SLIVERS	20	HOURS		
57	SP 525A	WORKER PROTECTION	1	LUMP		
58	SP 525A	PROTECTIVE CLOTHING/EQUIPMENT SET	20	EACH		
59	SP 525A	ESTABLISH REGULATED AREAS	1	LUMP		
60	SP 525A	PAINT WASTE / HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
61	SP 525A	PAINT WASTE / NON-HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
62	SP 525A	CONTAINMENT SYSTEM	1	LUMP		
62A	SP 527	<b>FALSEWORK, TEMPORARY BRACING AND PROTECTIVE STRUCTURES</b>	1	LUMP		
<b>TOTAL - STATE ROUTE 11 (SB)</b>						

		<b>PAINTING OF STRUCTURE - OHIO TURNPIKE (ML WB) OVER STATE ROUTE 7 MP 232.6 (Ref. Nos. 63 - 74)</b>				
63	SP 514A	SURFACE PREPARATION OF EXISTING STEEL, SYSTEM OZEU	1	LUMP		
64	SP 514A	FIELD PAINTING OF EXISTING STEEL, PRIME COAT, SYSTEM OZEU	1	LUMP		
65	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, INTERMEDIATE COAT, SYSTEM OZEU	1	LUMP		
66	SP 514A	FIELD PAINTING OF NEW AND EXISTING STEEL, FINISH COAT, SYSTEM OZEU	1	LUMP		
67	SP 514A	REMEDICATION OF CHLORIDES	32	HOURS		
68	SP 514A	GRINDING FINIS, TEARS, AND SLIVERS	20	HOURS		
69	SP 525A	WORKER PROTECTION	1	LUMP		
70	SP 525A	PROTECTIVE CLOTHING/EQUIPMENT SET	20	EACH		
71	SP 525A	ESTABLISH REGULATED AREAS	1	LUMP		
72	SP 525A	PAINT WASTE / HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
73	SP 525A	PAINT WASTE / NON-HAZARDOUS WASTE HANDLING AND DISPOSAL	1	LUMP		
74	SP 525A	CONTAINMENT SYSTEM	1	LUMP		
<b>TOTAL - OHIO TURNPIKE (ML WB) OVER STATE ROUTE 7</b>						