OHIO TURNPIKE COMMISSION

ADDENDUM NO. 4

CONTRACT NO. 77-13-01

THIRD LANE CONSTRUCTION M.P. 59.52 TO M.P. 64.13 **LUCAS AND WOOD COUNTIES. OHIO**

OPENING DATE: (AS PREVIOUSLY EXTENDED) 2:00 P.M. (E.S.T.), JANUARY 3, 2013

ATTENTION OF BIDDERS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 P.M., DECEMBER 27, 2012

MODIFICATIONS TO THE BID FORM

Pages revised: OTC-BF-2, OTC-BF-8, OTC-BF-9 and OTC -BF- 25A

MODIFICATIONS TO THE SPECIFICATIONS

Pages revised: SP-95, SP-96, SP-98, SP-99, SP-100 and SP-338 Pages added: SP-338A and SP-338B

MODIFICATIONS TO THE DRAWINGS

Contract Drawings: Plan Sheets 1, 206, 207, 208, 209, 210, 211, 212, 213, 216, 221, 221A. 222. 222A and 223 of 322

Issued by the Ohio Turnpike Commission on December 27, 2012. Issuance authorized by Robin Carlin, Deputy Executive Director and Kathleen Weiss, General Counsel.

Date Kathleen Weiss 12

OHIO TURNPIKE COMMISSION ADDENDUM NO. 4 CONTRACT NO. 77-13-01

THE COMMISSION RECOGNIZES THAT SOME PERSONNEL MAY BE OUT OF THE OFFICE DURING THE HOLIDAY WEEK, HOWEVER THE COMMISSION REQUESTS THAT INDIVIDUALS ESSENTIAL TO FORMULATING THE CONSTRACTORS' BIDS REGULARLY CHECK THEIR E-MAIL FOR ANY ADDITIONAL INFORMATION RELEASED PRIOR TO THE EXTENDED OPENING DATE.

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 P.M., DECEMBER 27, 2012

- Q#61 Talking to bridge subs they think they will be able to start on Reynolds road early next year. We are reconstructing Reynolds Road for SR-24 (Anthony Wayne Trail) to just North of the Ohio Turnpike, with a contract completion date is June 29, 2013. With that I do not see much work being done on Reynolds per sheets 37 and 38 before July of next year. Would you want to put something out in the addendum about this? Are we to assume that no MOT per sheets 37 and 38 will be allowed until that project is complete?
- A#61 The City of Maumee is doing work on Reynolds Road next year. The Contractor will need to coordinate any Maintenance of Traffic for Reynolds Road and other crossings within the city limits with the City of Maumee.
- Q#62 Could the insurance requirements for SP827D (CSX Transportation) be provided? The insurance requirements are provided for Norfolk Southern (SP827B section N) but are not included for CSX.
- A#62 The Special Provision SP 827D has been revised via this Addendum No. 4 to include the insurance requirements for the CSX Railroad.
- Q#63 Answer # 60 from addendum # 3 stated that dowels were required for both the third lane and the inside shoulder. This was in response to a question regarding the original item 451. Now that the concrete base has been changed to item 305 will the dowel requirements be per BP 2.2 and ODOT CMS ITEM 305 where dowels for contraction joints are not required in concrete shoulders, unless the contraction joints are within 500' of a pressure relief joint?

A#63 The shoulder will be doweled in accordance with ODOT CMS 305.

Q#64 Will an alternate pavement section using 10" Roller Compacted Concrete Pavement for the shoulder and 10" 305 Concrete Base for the 12' lane be considered? OTC has already utilized RCC shoulders on these completed projects (Contract #'s 39-11-01 and 39-12-01).

A#64 No.

- Q#65 When the Phase 1 mill and replacement work is done, the existing white edge line will no longer be in place on the outside of the Turnpike. This situation does not appear to be addressed in the plans. What is the procedure for reinstalling the edge line in 2013, including how it relates to switching to the Phase 2 traffic pattern? How will the reinstallation of this edge line in 2013 be paid? Installation of the edge line in 2014 is paid under Bid Item 209: Edge Line, Type 1 APP.
- A#65 There is no need to replace the existing white edge line. The transition to Phase 2 is shown on Plan Sheet 24 of 322, and shows installation of the temporary lane line and the temporary white edge line on the reconstructed shoulder and pavement. See also response to Q#59 in Addendum No. 3.
- Q#66 The SP 641C Removal of Pavement marking item in the MOT subsummary on sheet 17 only includes the removal of the 2 temporary edge or lane lines for the length of the work zone in each direction. Which of these lines, specifically, are included in the removal quantity? How is the removal of all other striping, including: the 3rd temporary work zone stripe in each direction, all temporary channelizing lines and all existing striping on the project to be paid?
- A#66 The removal of the pavement marking item in the Maintenance of Traffic subsummary is for the removal of existing lines identified on Plan Sheet 25 of 322 as Item 6. Removal of all temporary pavement markings is included in the price for Maintaining Traffic.
- Q#67 Addendum #3 question #60 states that in item 451 we are to put dowels in both the lane and the shoulders transverse joints and it refers us to BP 2.2. BP 2.2 shows a cross section detail of a shoulder for items 452 and 305 without a dowel in the contraction joint. Now that the cross section has

been changed to Item 305 are we still required to dowel the contraction joints in the shoulder?

A#67 See response to Q#53.

- Q#68 We have a follow up question to question #59 on addendum #3. With the contractor being directed per addendum #3 on setting phase 2 of the MOT plans in 2013 and 2014. Will he be paid the addition quantity for bid item associated with this work that are not Lump Sum? Such as items 164 170, 174, 175, 208, 209, 210, 211,
- A#68 The quantities for temporary pavement markings originally listed under 2014 are for all Phase 2 Work, whether actually completed in 2013 or 2014. Removal of Pavement Markings identified in the Plans is for the removal of existing markings. Removal of Temporary Markings between Phases is paid under SP 614 Maintaining Traffic. Permanent pavement markings should only be placed as Work is completed and lanes are being opened to traffic.
- Q#69 How will bid item 181 (Replacement Prismatic Markers) be handled over the interim shut down from November 1, 2013 to April 1, 2014. Will these need to be replaced for the November 1, 2013 shut down and then removed and replaced in 2014?
- A#69 The Replacement Prismatic Markers should be installed on any finished sections that reopen to traffic during the 2013-2014 Winter shutdown.
- Q#70 We have a question on the existing signs at MP 64.35, 64.65, and 65.30 West Bound that are to be removed in phase 1 and relocated per sheet 221. During the Interim shut down from November 1, 2013 to April 1 2014 when all lanes are open will the signs need to be reinstalled? Or should they be covered in 2013 uncovered November 1, 2013 and then removed in 2014?
- A#70 The Plans for signage have been revised in this Addendum No. 4. When the Contractor has completed the westbound third lane, which transitions back to two (2) lanes west of Route 20, the signs will need to be in place prior to obtaining the Chief Engineer's approval of opening the third lane to traffic.
- Q#71 The railroad information for CSX in SP827D does not give insurance limits.
- A#71 See response to Q#62.

- Q#72 Per article 2.5 of the instructions to bidders, we are requesting to use the QuadGuard CZ impact attenuators as a proposed equal to the Absorb 350 specified on plan sheet 16 for the impact attenuators as per plan on this project. Attached is the manufacturers information for the QuadGuard which is on ODOT's approved list of impact attenuators. Thank you for your consideration of this proposal.
- A#72 The QuadGuard CZ impact attenuator is approved as equal to the impact attenuator detailed on Plan Sheet 16 of 322. As an Approved Equal, however, the QuadGuard CZ is not exempt from satisfying all requirements of the Project Specifications and all configurations, shapes, and details on the Drawings.
- Q#73 In addendum # 1 ref #31 was changed to masonry coating from concrete weatherproofing. Now in addendum #3 the concrete weatherproofing appears to have been added inadvertently back into the bid form.
- A#73 Yes, the Ref. No. 31, Item No. SP 536A, Masonry Coating, has been corrected on the Bid Form via this Addendum No. 3.

MODIFICATIONS VIA ADDENDUM NO. 4 TO THE CONTRACT DOCUMENTS FOR CONTRACT NO. 77-13-01

The following changes are made to the Contract Documents for Contract No. 77-13-01:

MODIFICATIONS TO THE BID FORM

Deletions are shown with strikethrough text.

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

Page OTC - BF - 2

Ref. Nos. 31 and 31A were inadvertently changed in Addendum No. 3 and corrected as follows:

31	SP 536 A	CONCRETE WEATHERPROOFING, MEDIAN-WALL MASONRY COATING	2990 31,489	SQ. YD.
31A	SP536A	MASONRY COATING	31489	SQ. YD.

 $\frac{\text{Page OTC} - \text{BF} - 8}{\text{Revised quantities for Ref. Nos. 178, 183 and 185 as follows:}}$

178	625	GROUND ROD	11	EACH
			19	
183	630	RIGID OVERHEAD SIGN SUPPORT	6	EACH
100	000	FOUNDATION	14	
184	630	CONCRETE BARRIER MEDIAN OVERHEAD	3	EACH
104	000	SIGN SUPPORT FOUNDATION, TYPE TC-	5	
		21.40		
185	630	CONCRETE BARRIER MEDIAN OVERHEAD SIGN SUPPORT FOUNDATION, TYPE TC-	2	EACH
		21.40, AS PER PLAN		
		NOT USED		

Page OTC - BF - 9 Revised quantities for Ref. Nos. 189A, 189B, 193, 194, 195, 196, 198, 199, 200, 201, 201A, 203, 204, 205, 206 and 207 as follows:

		TO THE AR SIGN SUPPORT TYPE TO	-4	EACH
189A	630	OVERHEAD SIGN SUPPORT, TYPE TC-	· ·	LACIT
		12.30, DESIGN 10	12	
189B	630	OVERHEAD SIGN SUPPORT, TYPE TC-	1	EACH
.002		12.30, DESIGN 12	3	
193	630	SIGN SUPPORT ASSEMBLY, POLE	1	EACH
100	1	MOUNTED	25	
194	630	SIGNS ERECTED, FLAT SHEET, AS PER	_444	SQ.
154		PLAN	784	FT.
195	630	SIGNS ERECTED, EXTRUSHEET, AS PER	1928	SQ.
100		PLAN	4,325	FT.
196	630	REMOVAL OF GROUND MOUNTED SIGN	-24	EACH
130		& STORAGE, AS PER PLAN	23	
198	630	REMOVAL OF GROUND MOUNTED POST	29	EACH
100		SUPPORT & STORAGE, AS PER PLAN	27	
199	630	REMOVAL OF OVERHEAD MOUNTED	3	EACH
100		SIGN & REERECTION		
		NOT USED		
200	630	REMOVAL OF OVERHEAD MOUNTED	2	EACH
200		SIGN & STORAGE, AS PER PLAN	26	
201	630	REMOVAL OF TEMPORARY OVERLAY	1	EACH
		SIGN AS PER PLAN		
		NOT USED		
201A	630	REMOVAL OF OVERHEAD SIGN	-4	EACH
		SUPPORT & STORAGE, TYPE TC-12.30	14	

203	630	REMOVAL OF OVERHEAD SIGN SUPPORT & REERECTION, TYPE TC- 12.30 NOT USED	2	EACH
204	631	REMOVAL OF BALLAST FOR STORAGE, AS PER PLAN	10 22	EACH
205	631	REMOVAL OF LUMINAIRE FOR STORAGE, AS PER PLAN	10 22	EACH
206	631	REMOVAL OF DISCONNECT SWITCH FOR STORAGE, AS PER PLAN	2 6	EACH
207	631	REMOVAL OF SIGN SERVICE AND DISPOSAL	2 6	EACH

Page OTC - BF - 25A

Adding the Mainline Pavement Alternate to the Bid Form via Addendum No. 3 required adding an additional page to the Schedule of Items that was inadvertently numbered "OTC - BF - 25," thereby duplicating the page number from the first page of the Bidder's Certification. Accordingly, the first page of the Bidder's Certification is renumbered from "OTC - BF - 25" to "OTC - BF - 25A."

MODIFICATIONS TO THE SPECIAL PROVISIONS

Deletions are shown with strikethrough text.

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

Page SP - 95 and SP - 96 of Special Provisions

The second paragraph under subsection C of Section SP 511A, Class S Concrete, for Superstructures was deleted and two (2) new paragraphs were inserted in its place as follows:

"CMS Provision 499.031 Proportioning Options, shall be deleted from the Specifications.

The Proportioning Options presented in 499.04 shall be deleted from the Specifications.

Admixtures shall be proportioned in strict conformity to the Type K or Komponent manufacturer's specifications."

Page SP-98 of Special Provisions

The third paragraph under subsection J of Section SP 511A was modified as follows:

"Defects shall be corrected prior to rubbing with a Type K or Type I cement mortar of the same proportions as the concrete. Where specified on the plans, barrier/parapet surfaces and deck edges shall be grout cleaned in accordance with Section 511.15 511.18 (A) of the Specifications using white Portland cement."

Page SP-99 of Special Provisions

The first and third paragraphs under subsection K of Section SP 511 were modified as follows:

"In coordination with the Testing Lab, the supplier shall batch a minimum of three (3) cubic yards of concrete using Type K shrinkage-compensating cement, to be used for pre-placement laboratory testing. The concrete shall be delivered to the job site to simulate job conditions, as directed by the Testing Lab. Upon completion of the laboratory testing, the concrete shall be wasted and disposed of by the supplier off Turnpike right-of-way unless otherwise approved by the Chief Engineer. The cost for complying with this requirement shall be in accordance with "Basis of Payment." A representative from the Type K and/or Komponent manufacturer shall be present at the Pre-Placement Meeting.

Slump, air, and temperature shall be checked at the plant, upon arrival at the site and twenty (20) minutes after site arrival. As directed by the Testing Lab, additional three (3) cubic yard batches shall be provided by the supplier until the concrete meets slump, air, and temperature requirements.

A pre-placement meeting shall be scheduled after review of the Contractor's submitted placement procedures and prior to each major placement. Prior to the pre-placement meeting, an approved test mix with cylinder breaks at seven (7) and twenty-eight (28) days must be provided the Contractor shall provide test data which indicates the proposed mix will perform in accordance with the expansive limits established by the Contract and the approved mix design. In addition the Contractor shall provide test data with cylinder breaks at seven (7) and twenty-eight (28) days to indicate the proposed mix will achieve the specified strength requirements. The testing shall be performed by a laboratory approved by the manufacturer."

The fourth paragraph under subsection L of Section SP 511 was modified as follows:

"When necessary, to permit early removal of falsework or opening to traffic of six (6) tons or less, concrete test beams shall be made and tested according to

standard methods. Adequate beams shall be made in order to obtain an average modulus of rupture as required by Section 511.14 511.17 of the Specifications."

Page SP-100 of Special Provisions

The seventh paragraph under subsection L of Section SP 511 was modified as follows:

"No separate payment will be made to the Contractor for this work but will be included in the unit price bid for SP 511A – *Class S* Concrete, for Superstructures."

<u>Page SP-338 and new Pages SP-338A and SP-338B of the Special Provisions</u> Insurance coverages and limits required by CSX Transportation were added to SP 827D as follows:

"INSURANCE REQUIREMENT

The Contractor, if and to the extent that either is performing Work on or about CSXT's property, shall procure and maintain the following insurance policies:

- 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
- 3. Commercial automobile liability with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

- a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
- b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
- c. Name and Address of Contractor and Agency must be shown on the Declarations page.
- d. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.
- e. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion IL 00 21
 - (ii). 30-day Advance Notice of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index CS/IL 240
- g. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). A Punitive or Exemplary Damages Exclusion
 - (iii). A "Common Policy Conditions" Endorsement
 - (iv). Any endorsement that is not named in Section 4 (e) or (f) above
 - (v). Policies that contain any type of deductible
- 5. All insurance companies must be A.M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as CSXT may require.

7. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Jonathan Macarthur
Insurance Department
CSX Corporation
500 Water Street – C907
Jacksonville, FL 32202
904.359.3394 (Phone)
904.306.5325 (Fax)
Jonathan Macarthur@csx.com

8. The Contractor may not access CSXT's property until it has received CSXT's written approval of the required insurance."

MODIFICATIONS TO THE PLAN DRAWINGS

Modifications to the Plan Drawings

Deletions in Plan Notes are shown with strikethrough text.
Changes/Additions in the Plan Notes are shown with **bold italicized** text.
Additions and deletions on Plan Drawings are indicated with a cloud and revision triangle thus:

Plan Sheet 1 of 322

Drawings numbered **221A** and **222A** were added to the Index of Sheets for Traffic Control.

Plan Sheet 206 of 322

The quantities in Traffic Control General Summary were revised as follows:

625	GROUND ROD	11	EACH
		19	
630	RIGID OVERHEAD SIGN SUPPORT FOUNDATION	6	EACH
		14	
630	CONCRETE BARRIER MEDIAN OVERHEAD SIGN	3	EACH
	SUPPORT FOUNDATION, TYPE TC-21.40	5	
630	CONCRETE BARRIER MEDIAN OVERHEAD SIGN	2	EACH

	SUPPORT FOUNDATION, TYPE TC-21.40, AS PER PLAN		
	NOT USED		
630	OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 10	-4 12	EACH
630	OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 12	1 3	EACH
630	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	4 25	EACH
630	SIGNS ERECTED, FLAT SHEET, AS PER PLAN	-444 78 4	SQ. FT.
630	SIGNS ERECTED, EXTRUSHEET, AS PER PLAN	1928 4,325	SQ. FT.
630	REMOVAL OF GROUND MOUNTED SIGN & STORAGE, AS PER PLAN	- <u>2</u> 4 23	EACH
630	REMOVAL OF GROUND MOUNTED POST SUPPORT & STORAGE, AS PER PLAN	29 27	EACH
630	REMOVAL OF OVERHEAD MOUNTED SIGN & REERECTION NOT USED	3	EACH
630	REMOVAL OF OVERHEAD MOUNTED SIGN & STORAGE, AS PER PLAN	2 26	EACH
630	REMOVAL OF TEMPORARY OVERLAY SIGN AS PER PLAN NOT USED	1	EACH
630	REMOVAL OF OVERHEAD SIGN SUPPORT & STORAGE, TYPE TC-12.30	_4 14	EACH
630	REMOVAL OF OVERHEAD SIGN SUPPORT & REERECTION, TYPE TC-12.30 NOT USED	2	EACH
631	REMOVAL OF BALLAST FOR STORAGE, AS PER PLAN	10 22	EACH
631	REMOVAL OF LUMINAIRE FOR STORAGE, AS PER PLAN	10 22	EACH
631	REMOVAL OF DISCONNECT SWITCH FOR STORAGE, AS PER PLAN	2 6	EACH
631	REMOVAL OF SIGN SERVICE AND DISPOSAL	2 6	EACH

Two (2) Traffic Control General Notes were added that read as follows:

"OVERHEAD SIGN SUPPORT FOUNDATION ELEVATIONS
ELEVATIONS SHOWN IN THE PLANS FOR OVERHEAD SIGN SUPPORT
FOUNDATIONS ARE FOR COMPUTATIONAL PURPOSES ONLY. THE

CONTRACTOR NEEDS TO SURVEY THE PROPOSED SIGN LOCATION AND SUBMIT IT WITH THEIR SHOP DRAWINGS FOR THE SUPPORT FOUNDATION AND THE SIGN SUPPORT ITSELF. SURVEY COST SHALL BE INCLUDED WITH SP623 - CONSTRUCTION LAYOUT SURVEY."

and:

"OVERHEAD SIGN SUPPORTS

DUE TO THE POSSIBILITY OF CONFLICT WITH EXISTING OR PROPOSED UNDERGROUND OBSTRUCTIONS (INCLUDING THE POSSIBILITY OF UNRECORDED OBSTRUCTIONS) WHICH COULD AFFECT THE LOCATION OF THE FOUNDATIONS FOR THESE ITEMS, AND CONSEQUENTLY, THE DESIGN OF THE VARIOUS SUPPORTS, AND/OR ARMS, THE CONTRACTOR SHALL NOT PLACE FINAL ORDERS FOR THESE ITEMS UNTIL THE FOUNDATIONS HAVE BEEN INSTALLED, AND HE HAS RECEIVED, FROM THE ENGINEER, WRITTEN NOTICE TO PROCEED WITH THE ORDERS FOR THESE ITEMS.

IF ANY FOUNDATION LOCATIONS MUST BE ADJUSTED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, WHO WILL DETERMINE THE REVISED LOCATIONS AND IF ANY SUPPORT DESIGN CHANGES ARE NECESSARY, IN CONSULTATION WITH THE MAINTAINING AGENCY. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DETERMINING THE REVISED DESIGN. THE ENGINEER WILL SUBSEQUENTLY INFORM THE CONTRACTOR OF ANY CHANGES NECESSARY, AND AUTHORIZE HIM TO ORDER THE SUPPORTS.

THE CONTRACTOR SHALL, WHEN DEVELOPING HIS PROGRESS SCHEDULE, AND THOSE OF HIS SUBCONTRACTORS, ENSURE THAT THE FOUNDATIONS ARE INSTALLED AT THE EARLIEST TIME AS IS FEASIBLE AND PRACTICAL, AND SHALL INCLUDE SUFFICIENT TIME IN THE PROGRESS SCHEDULE FOR THE ORDERING, MANUFACTURE, DELIVERY, AND INSTALLATION OF THESE ITEMS AFTER THE FOUNDATIONS ARE IN PLACE.

NO PAYMENTS FOR DELIVERED MATERIALS FOR THESE ITEMS WILL BE MADE UNTIL THE FOUNDATIONS ARE IN PLACE, AND IF CHANGES IN THE DESIGN OF THESE ITEMS ARE REQUIRED, NO PAYMENTS WILL BE MADE FOR ITEMS MANUFACTURED TO THE ORIGINAL DESIGNS."

Plan Sheet 207 of 322

The Ground Mounted Sign Sub-Summary Drawing was modified at Ref. No. 11 to delete quantity for the Removal of Ground Mounted Sign & Storage at Sta. 617+25.0 and specify it is **NOT USED**.

The Ground Mounted Sign Sub-Summary Drawing was modified to reflect the new quantity totals as follows:

	SIGNS ERECTED, FLATSHEET, AS PER PLAN	REMOVAL OF GROUND MOUNTED SIGN & RE- ERRECTION	REMOVAL OF GROUND MOUNTED POST SUPPORT & STORAGE, AS PER PLAN
TOTALS THIS TABLE	232	24 23	29 27
TOTALS FROM OVERHEAD SIGNING SUBSUMMARY	212 552		
TOTALS CARRIED TO GENERAL SUMMARY ON SHEET 206	444	2 4 23	29 27

Plan Sheet 208 of 322

A new Drawing replaced the Overhead Sign Sub-Summary to reflect the changed quantities under Item Nos. 625, 630 and 631.

Plan Sheet 209 of 322

Three (3) new Drawings were added to the Plans for the removal of existing signs and their replacement with new signs (63-S), (64-S) and (65-S).

Plan Sheet 210 of 322

A Note stating, "REMOVE EXG'S MERCURY VAPOR LIGHTING TC-9.65 DESIGN 8" was added to the Drawing for sign (1-S).

Plan Sheet 211 of 322

A Note stating, "REMOVE EXG'S MERCURY VAPOR LIGHTING" was added for sign (3A-R).

Revised sign (2-RE) to (2-S) and deleted "Sign Relocated From Sta. 65+50 PM 64.25W."

Removed proposed pole mounted speed limit sign (R2-1-48) from the truss at Sta. 608+25 MP 59.93E.

Plan Sheet 212 of 322

Added "*TC-12.30 Design 10*" supports for Sign (10-S) and modified its location to "STA. 625+009.5"

Deleted "SIGN & SUPPOIRT RELOCATED FROM STA. 85+90 MP 64.65W" for sign (12-S).

Revised Drawing to maintain **Speed Limit Sign** in place at STA. 617+25 MP 60.10E.

Plan Sheet 213 of 322

Revised Sign (19-RE) to (19-S) and deleted "SIGN & SUPPORT RELOCATED FROM STA. 120+20.0 MP 65.30W."

Added Note specifying "TC-12.30 Design 10" support for Sign (19A-S).

Plan Sheet 216 of 322

Added the Note for Signs (31-S) and (33-S) stating, "See Note 3."

Added new **Note 3** stating as follows: "3. **ERECT SIGN 28' MIN. FROM THE OUTSIDE EDGE OF OUTSIDE TRAVEL LANE**."

Plan Sheet 221 of 322

Replaced (55-R) sign with (55-S) sign and deleted, "REMOVE BLANK TEMOROARY OVERLAY."

Revised sign from (2-RE) to (2-R) and revised the Note as follows: "Remove sign-& Reerect at Sta. 595+60 MP59.69W."

Revised sign (12-RE) to (12-R) and the Note as follows: "Remove sign-& Reerect at Sta. 619+40 MP61.14W."

Revised sign (19-RE) to (19-R) and the Note as follows: "Remove sign & Reerect at Sta. 645+43.5 MP60.60W."

Plan Sheet 221A of 322

A new sheet was added as **Sheet 221A of 322** to the Plans detailing existing signs that are to be replaced with new signs.

Plan Sheet 222 of 322

New support details for signs were added at the follow locations: 595+60 MP59.69W, STA. 619+40 MP 60.14W and STA. 645+43.5 MP 60.60W.

Plan Sheet 222A of 322

A new Plan Sheet was added to detail the following new supports located at: 625+00 MP 60.25W, STA. 650+65 MP 60.70W, MP57.30E, MP 58.30E, MP 58.85E, MP 66.10W, MP 65.50W and MP 67.10W.

Plan Sheet 223 of 322

The Overhead Sign Support was modified to remove the speed limit sign from the pole supporting the truss at Mile Post 59.93E.

ATTACHMENTS:

Bid Form: OTC-BF-2, OTC-BF-8, OTC-BF-9, and OTC-BF-25A

Special Provisions: Pages SP-95, SP-96, SP-98, SP-99, SP-100, SP-338, SP-338A

and SP-338B

Contract Drawings: Plan Sheets 1, 206, 207, 208, 209, 210, 211, 212, 213, 216, 221,

221A, 222, 222A and 223 of 322 (fifteen (15) total Sheets)

(BIDDERS ARE ADVISED TO UTILIZE THE ATTACHED REPLACEMENT PAGES).

	ndum No. 4 to Contract No. 7 eby acknowledged:	77-13-01
	(Firm Name)	
	(Signature)	
**************************************	(Printed Name)	
Date:		

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		nem Description	ROADWAY (Ref. Nos. 1 - 55)	1 CLEARING AND GRUBBING, AS PER PLAN	CONCRETE BARRIER REMOVED	PIPE REMOVED, 24" AND UNDER	GUARD POST REMOVED	HEADWALL REMOVED	CATCH BASIN REMOVED	PIPE REMOVED OVER 24"	FENCE REMOVED FOR REUSE	GUARDRAIL REMOVED	GUARDRAIL REMOVED FOR STORAGE	GUARDRAIL REMOVED FOR REUSE	FENCE REMOVED	WALK REMOVED	CURB AND GUTTER REMOVED	ANCHOR ASSEMBLY REMOVED, TYPE T	ANCHOR ASSEMBLY REMOVED FOR STORAGE		.J PLUG AND FILL EXISTING CONDUIT	K ANCHOR ASSEMBLY, SYRO STEEL ET-2000, REMOVED FOR STORAGE	IL ANCHOR ASSEMBLY, SYRO STEEL ET-2000, REMOVED AND RESET	EXCAVATION NOT INCLUDING EMBANKMENT CONSTRUCTION	EMBANKMENT	PROOF ROLLING	SUBGRADE COMPACTION	DITCH CLEANOUT, AS PER PLAN	LIME STABILIZED SUBGRADE, 16 INCHES DEEP	CEMENT STABILIZED SUBGRADE, 16 INCHES DEEP	TIWE	CEMENT	WATER FOR CURING	TEST ROLLING	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS	SP 536A MASONRY COATING	MONUMENT ASSEMBLY	ANICHOD ACCEMBIN TYDE T
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	Item Description	TRAFFIC CONTROL (Ref. Nos. 178 - 216)	GROUND ROD	BARRIER REFLECTOR, TYPE A	SP 626 RAISED PAVEMENT MARKERS (WHITE), STIMSONITE MODEL 101 LP	SP 626 REPLACEMENT PRISMATIC RETROREFLECTOR (WHITE)	SP 626 REPLACEMENT RAISED PAVEMENT MARKER CASTING - STIMSONITE MODEL 101 LP	RIGID OVERHEAD SIGN SUPPORT FOUNDATION	CONCRETE BARRIER MEDIAN OVERHEAD SIGN SUPPORT FOUNDATION, TYPE TC-21.40	NOT USED
Item	N		625	626	SP 626	SP 626		630	630	
Ref.	Š.		178	179	180	181	182	183	184	185

TOTAL - TRAFFIC CONTROL

(REVISED THROUGH ADDENDUM NO. 4)

ORM CONTRACT NO. 7743-01 Item Approx. Item Item Item Description Countity 630 GROUND MOUNTED SUPPORT. NO. 3 POST. AS PER PLAN 3 630 GROUND MOUNTED SUPPORT. NO. 3 POST. 630 630 GROUND MOUNTED SUPPORT. TYPE TO-12.30, DESIGN 1 10 630 GROUND MOUNTED SUPPORT. TYPE TO-12.30, DESIGN 1 10 630 OVERHEAD SIGN SUPPORT. TYPE TO-12.30, DESIGN 1 1 630 OVERHEAD SIGN SUPPORT. TYPE TO-7.65, DESIGN 8, 95 SAN 1 630 OVERHEAD SIGN SUPPORT. TYPE TO-7.65, DESIGN 8, 95 SAN 1 630 OVERHEAD SIGN SUPPORT. TYPE TO-7.65, DESIGN 8, 95 SAN 1 630 OVERHEAD SIGN SUPPORT. TYPE TO-7.65, DESIGN 8, 95 SAN 1 630 SIGNS ERECTED. FLAT SHEET. AS PER PLAN 174 630 SIGNS ERECTED. FLAT SHEET. AS PER PLAN 274 630 REMOVAL OF GROUND MOUNTED SIGN & STORAGE, AS PER PLAN 27 630 REMOVAL OF GROUND MOUNTED SIGN & STORAGE, AS PER PLAN 27 630 REMOVAL OF OVERHEAD SIGN SUPPORT & STORAGE, TYPE TO-7.65 1 630 REMOVAL OF	Unit Extended	Cost Bid Amount												The second secon	- Control of the Cont	Addition to the second																Additional management of the state of the st		
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BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

- 1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2. The Bidder represents that the Bid is based upon the Standards specified by the Contract Documents.
- 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
- 4. The Bidder understands the Commission may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program.
- 5. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each participant therein certifies as to such participant, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate Bid in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate Bid; and (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
- 6. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
- 7. The Bidder certifies that it is aware of and is in compliance with the ethics provisions of Sections 102.03 and 102.04, ORC and the provisions of Section 3517.13, ORC, as they pertain to campaign contribution limitations under Ohio law, and that, as applicable, no principal of the Contractor nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more

SP 511A CLASS S CONCRETE, FOR SUPERSTRUCTURES (11-21-12)

A. Description

This item shall consist of furnishing and placing Portland cement concrete using Type K (shrinkage compensating) cement for the bridge superstructure and abutment slab, and Portland cement concrete using Type I cement for all barriers and parapets, in accordance with these Specifications, and in reasonably close conformity with the lines, grades, and dimensions shown on the Plans. All applicable provisions of Item 511 of the Specifications shall apply except as modified herein.

B. Materials

The cement for bridge decks and abutment slabs shall be expansive hydraulic cement conforming to ASTM C845, Type K.

KSC Komponent as manufactured by CTS Cement Manufacturing Co. of Cypress, California or approved equal may be used in lieu of Type K Portland Cement. KSC Komponent shall be combined with an approved Type I cement in accordance with the manufacturers recommendations for proportioning. The final Material shall be capable of producing an expansion rate between 0.04% to 0.10% @ 7 days when tested in accordance with ASTM C806 by a laboratory approved by the manufacturer.

The cement for barriers and parapets shall conform to Section 701.04 (Type I) of the Specifications.

Admixtures used in the concrete mixture must be compatible and shall be dispensed in accordance with the manufacturer's recommendations. Admixtures shall be obtained from *a single* one (1) source. The effect of air-entraining agents, water-reducing agents and accelerating admixtures vary when used with Type K expansive cement. Those admixtures containing triethanolamine (TEA) and chlorides shall not be used with Type K expansive cement. The Type K manufacturer shall be consulted as to past experience and compatibility of a specific type or brand of admixture. In all cases, admixtures shall be tested in trial mixtures with project materials and proportions under simulated ambient conditions.

The 703.02 coarse aggregate shall be crushed carbonate stone, and 703.02 fine aggregate shall be natural sand.

Adequate quantities of all materials, sufficient to complete the proposed pour, shall be on hand at the batch plant prior to all pours.

Course aggregate stockpiles shall be saturated. Saturation shall be completed a minimum of twenty-four (24) hours prior to use; however, the application of water by sprinkling shall continue as directed by the Chief Engineer.

C. <u>Proportions</u>

The maximum water/cement ratio given for Class S concrete, in 499.03 of the Specifications, shall be revised from 0.44 to 0.50.

CMS Provision 499.031 Proportioning Options, shall be deleted from the Specifications.

The Proportioning Options presented in 499.04 shall be deleted from the Specifications.

Admixtures shall be proportioned in strict conformity to the Type K or Komponent manufacturer's specifications.

D. Slump

Concrete using Type K Shrinkage Compensating Cement shall be batched at a minimum slump of six inches (6"), unless otherwise approved by the Chief Engineer. Slump at the time and place of concrete placement shall be five inches $(5") \pm$ one inch (1") (if pumped - at the end of the pump line). Concrete using Type I cement shall conform to Section 499.03 of the Specifications.

E. Entrained Air

Concrete using Type K Shrinkage Compensating Cement shall be batched at a minimum of seven (7) percent entrained air, unless otherwise approved by the Chief Engineer. Concrete shall contain five (5) to seven (7) percent of entrained air at the time and place of concrete placement (if pumped - at the end of the pump line). Concrete using Type I cement shall conform to Section 499.03 of the Specifications.

F. Mixing Concrete

The last sentence of the third paragraph of Section 499.06 of the Specifications, Mixing Concrete, shall be revised to read:

If an approved set-retarding (705.12, Type B) or a water-reducing and set-retarding (705.12, Type D) admixture is used at the Contractor's expense, discharge shall be completed within seventy-five (75) minutes after the combining of the water and the cement.

G. Concrete Delivery

On the day of the placement, the Contractor shall perform a "refresher" placement meeting to be attended by the complete work crew involved in the concrete placement to review the procedures for the concrete placement as outlined at the Pre-Placement meeting. The Chief Engineer and/or its representatives shall be present at this meeting. At the conclusion of the "refresher" meeting, the Chief Engineer will contact the ready-mix plant to approve release of the concrete for placement. No concrete will be accepted onsite without the Chief Engineer's release. The ready-mix plant dispatcher is to document the name of the Chief Engineer or its representative and the time of the release on the initial batch slip.

When supplying concrete using Type K Shrinkage-Compensating Cement, both ready-mix plants identified as "Truck Mix" and/or identified as "Batch Plants" shall proportion the concrete such that the volume placed into the truck is at least two (2) cubic yards less than the rated capacity of the transporting truck. The cost for complying with this requirement shall be included in the appropriate concrete bid item.

H. Placing Concrete

The Contractor shall submit, for approval, the method of placing concrete and the location of all equipment. The Contractor shall have a representative of the

concrete supplier on the Project site at each placement. If concrete is to be placed by pumping, a spare or backup pumper shall be required. Spare or backup vibrator, generator, water pump, extension cord, and any other equipment required to place concrete shall be required. A crane capable of lifting the finishing machine if it derails, shall be available.

Prior to any concrete being placed on the deck, it shall be tested for slump and air at the plant, at arrival at the site, and at the end of the pump line. The first several truckloads shall be tested in this manner to establish consistency and amount of slump and air loss, permitting batching out of specification to insure specification concrete at the point of placement. Any concrete placed without this testing is subject to removal.

Maximum ambient temperature at the time and place of placement of concrete using Type K Shrinkage Compensating Cement shall be eighty (80)° F. Maximum ambient temperature at the time and place of placement of concrete using Type I cement shall conform to Section 511.08 of the Specifications.

Prior to placing concrete, the forms and rebar must be cleaned of all mud, dirt, loose tie wires, ceramic stud welding disks, and debris. Throughout the concrete placement, the forms and rebar must be kept clean by a constant effort of the Contractor. No debris, including cigarette butts, dried concrete, mud, etc., shall be deposited in the placement area.

Tie wire must be installed in such a manner that concrete cover on the tie wire is the same as concrete cover on rebar.

All superstructure concrete required for side road or ramp structures over the Turnpike shall be placed from the local road or ramp. Pumping of the concrete from Turnpike roadways will not be permitted unless specifically approved by the Chief Engineer. Concrete pumpers shall be set up in such a manner as to prevent excess free fall of concrete in the pump lines. If the flow of concrete through the pumper hose is stopped, the end of the hose shall be buried in the concrete to prevent the hose from emptying. Pumpers shall be repositioned if so directed by the Chief Engineer to prevent excess free fall. Pumpers, booms and pump lines must never be directly over Turnpike roadway.

Full four feet (4') by eight feet (8') plywood sheets shall be placed under pump lines to protect epoxy coating and ties on rebar. Metal pump lines and pump line couplings must never come in contact with rebar. Double tying of rebar under plywood sheets to prevent slippage of rebar shall be required.

If required by the Chief Engineer, the deck formwork, beam flanges, abutment subgrade, and reinforcing shall be thoroughly sprinkled prior to placement of the concrete.

Cleaning of hand tools by banging or tapping on the epoxy coated rebar is prohibited.

Immediately and only after the deck or slab has been textured, an approved monomolecular film shall be applied to the concrete surface if the application of burlap is delayed. The film material shall be Master Builders - Confilm or approved equal, and shall be applied in accordance with the manufacturer's printed instructions. However, the monomolecular film shall not be used as a finishing aid. Placing, screeding, floating and monomolecular film application shall be a continuous, close operation with adequate manpower and equipment.

Decks and slabs shall be given a fog spray of water when the rate of evaporation exceeds 0.2 lb./sq. ft./hour (ACI 308 section 1.2.1). Fogging shall continue until the wet burlap is placed. Fog misting is to keep the environment surrounding the concrete humid to prevent excessive evaporation from the surface of unhardened concrete. Fog misting shall not be used to apply water to the surface of the concrete to facilitate lubrication for finishing purposes. Fogging equipment shall have water pressure systems rated at 2400 p.s.i. or greater and discharge approximately two (2) to three (3) gallons per minute. Wide angle and sharp angle nozzles shall be used for low wind and windy conditions, respectively.

The Contractor shall protect, at all times, the Turnpike traffic from splashing concrete, falling debris, and dripping water. In addition to the falsework and formwork, the Contractor shall provide plastic sheeting or other approved material to control water used for concrete placing and curing from falling on Turnpike roadways.

Curing and Loading

Concrete shall be cured by 511.14 Method (a) Water Curing except the use of white polyethylene sheeting or plastic coated burlap blankets will NOT be permitted. Storage tanks for curing water shall be on site and filled before a placement will be permitted to start. Storage tanks shall remain on site throughout the entire cure period. They shall be replenished, as required, with a shuttle tanker truck or a local water source such as a fire hydrant. Care shall be taken to avoid thermal shock or excessively steep thermal gradients due to the use of cold curing water. Curing water shall not be more than twenty (20)° F cooler than the concrete, because of surface temperature stresses which could cause cracking.

In no case shall the curing time be less than seven (7) days.

The Contractor shall protect the Turnpike traffic from dripping or streams of cure water.

No heavy construction traffic (cranes, ready mix trucks, paving machines, rollers, etc.) will be permitted on the deck and abutment slab concrete until the loading requirements of Section 511.14 of the Specifications for opening to traffic have been met. Construction equipment weighing six (6) tons or less will be permitted on the deck when the requirements of Section 511.14 of the Specifications for removing falsework have been met.

J. Surface Finish

All exposed surfaces of the barriers, parapets, and vertical faces of deck edges shall have a rubbed finish in accordance with Section 511.15 of the Specifications.

Finishing aids, including monomolecular films will not be permitted.

Defects shall be corrected prior to rubbing with a Type K or Type I cement mortar of the same proportions as the concrete. Where specified on the plans, barrier/parapet surfaces and deck edges shall be grout cleaned in accordance with Section 511.15 511.18 (A) of the Specifications using white Portland cement.

Pre-Placement Testing/Pre-Placement Meeting

In coordination with the Testing Lab, the supplier shall batch a minimum of three (3) cubic yards of concrete using Type K shrinkage-compensating cement, to be used for pre-placement laboratory testing. The concrete shall be delivered to the job site to simulate job conditions, as directed by the Testing Lab. Upon completion of the laboratory testing, the concrete shall be wasted and disposed of by the supplier off Turnpike right-of-way unless otherwise approved by the Chief Engineer. The cost for complying with this requirement shall be in accordance with "Basis of Payment." A representative from the Type K and/or Komponent manufacturer shall be present at the Pre-Placement Meeting.

Slump, air, and temperature shall be checked at the plant, upon arrival at the site and twenty (20) minutes after site arrival. As directed by the Testing Lab, additional three (3) cubic yard batches shall be provided by the supplier until the concrete meets slump, air, and temperature requirements.

A pre-placement meeting shall be scheduled after review of the Contractor's submitted placement procedures and prior to each major placement. Prior to the pre-placement meeting, the Contractor shall provide test data which indicates the proposed mix will perform in accordance with the expansive limits established by the Contract and the approved mix design. In addition the Contractor shall provide test data with cylinder breaks at seven (7) and twenty-eight (28) days to indicate the proposed mix will achieve the specified strength requirements. The testing shall be performed by a laboratory approved by the manufacturer. an approved test mix with cylinder breaks at seven (7) and twenty-eight (28) days must be provided.

K. Concrete Test Specimens

On all structures, six (6) test cylinders will be made from each fifty (50) cubic yards, or fraction thereof, of concrete that is incorporated into the Work each day. On individual structures, an additional three (3) test cylinders will be made from each day's deck placement (including abutment slabs) and an additional three (3) test cylinders will be made from each day's placement of barriers or parapets.

From the six (6) test cylinders, a seven (7) day compressive strength shall be determined from one (1) cylinder. At twenty-eight (28) days, three (3) cylinders are to be tested and the average compressive strength recorded and defined as the "strength test." One (1) cylinder shall be held in reserve as a spare.

The remaining cylinders shall be used for determining when silane surface treatment may be applied to the new concrete surfaces in accordance with the requirements of SP 536.

When necessary, to permit early removal of falsework or opening to traffic of six (6) tons or less, concrete test beams shall be made and tested according to standard methods. Adequate beams shall be made in order to obtain an average modulus of rupture as required by Section 511.14 511.17 of the Specifications.

Methods of sampling, curing and testing concrete test specimens shall be in accordance with the "American Society for Testing Materials," applicable sections. Beams and cylinders for removal of falsework and opening to traffic shall be field cured in the same manner as the concrete it represents.

Responsibility of Contractor - To facilitate testing and inspection the Contractor shall:

- 1. Furnish any necessary labor to assist the designated testing agency in obtaining and handling samples at the Project.
- Provide and maintain for the sole use of the testing agency wooden cure boxes, unless other methods are specifically approved by the Chief Engineer, for safe storage and proper curing of concrete test specimens on the Project site for the first twenty-four (24) hours as required by "Method of Making and Curing Concrete Test Specimens in the Field" (ASTM C31).

No separate payment will be made to the Contractor for this work but will be included in the unit price bid for SP 511A – Class S Concrete, for Superstructures.

Concrete used for slump and air tests, and excess concrete removed from the placement stream for sampling shall not be returned to the placement but shall be discarded.

<u>Acceptance of Concrete</u> - The strength level of the concrete will be considered satisfactory so long as the "strength test" equals or exceeds the specified strength.

Test results failing to meet the above requirements will be the basis for determining replacement of the concrete at the expense of the Contractor or a proportionate credit to the Commission.

L. Method of Measurement

The quantity shall be measured as per Section 511.18 of the Specifications and shall include all labor, materials, equipment and incidentals necessary to complete this item of work.

M. Basis of Payment

The payment shall be made at the Contract unit price bid for the following:

<u>Item</u>	<u>Unit</u>	Description
SP 511A	C.Y.	Class S Concrete, Superstructure Deck Slab, Using Shrinkage Compensating Cement
SP 511A	CY	Class S Concrete, Abutment Slabs, Using Shrinkage Compensating Cement
SP 511A	C.Y.	Class S Concrete, Using Shrinkage Compensating Cement, for Pre-Placement Testing
SP 511A	C.Y.	Class S Concrete, Barriers and Parapets, Using Type I Cement

If a temporary crossing of the Railroad's tracks is deemed necessary by the Contractor, the Contractor shall apply to the Railroad in writing for such crossing, paying all construction, maintenance, removal, protection and other costs and affording contractual liability insurance in the amounts required by the Railroad.

The Railroad reserves the right to employ additional forces to repair damage to railroad facilities caused by the Contractor's operations.

It is agreed that the providing of operators, conductors, watchmen, flagperson or other forces by the Railroad and any other precautions deemed necessary, and taken by the Railroad shall not relieve the Contractor or its Subcontractors from liability for payment for damages caused by their operations.

All costs to the Railroad in connection with flagging, protective personnel and engineering inspection will be borne by the Ohio Turnpike Commission with payment made to the Railroad by the Commission. All costs associated with repair damage to Railroad facilities caused by the Contractor's operations will be the sole responsibility of the Contractor with payment made to the Railroad through the Ohio Turnpike Commission.

If there are fiber optic cables in the area, proper marking and flagging must be done prior to construction.

The Contractor must notify Mr. Rick Snyder, Tel. 904-633-1566 in advance of the need of flagging services to protect Railroad interests.

The Ohio Turnpike over CSX RR (MP 63.5) bridge is located at CSXT Milepost BE-194.86 (DOT# 155 836Y) and the CSXT Roadmaster is Gene Wheeler, Tel. 419-227-6804.

INSURANCE REQUIREMENT

The Contractor, if and to the extent that either is performing Work on or about CSXT's property, shall procure and maintain the following insurance policies:

- Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
- 3. Commercial automobile liability with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

- 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office "(ISO)" Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion IL 00 21
 - (ii). 30-day Advance Notice of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index CS/IL 240
 - g. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). A Punitive or Exemplary Damages Exclusion
 - (iii). A "Common Policy Conditions" Endorsement
 - (iv). Any endorsement that is not named in Section 4 (e) or (f) above
 - (v). Policies that contain any type of deductible
- 5. All insurance companies must be A.M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as CSXT may require.
- 7. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Jonathan Macarthur Insurance Department CSX Corporation 500 Water Street – C907 Jacksonville, FL 32202 904.359.3394 (Phone) 904.306.5325 (Fax)

Jonathan Macarthur@csx.com

8. The Contractor may not access CSXT's property until it has received CSXT's written approval of the required insurance.