101.01
On page 1, **Add** the following:

NOTE: The fact that the bid items for this Design-Build project are general rather than specific shall not relieve the Contractor of the requirement that all work performed and all materials furnished shall be in reasonable conformity with the specifications. The Contractor's Consultant shall reference in the plans the appropriate Construction and Materials Specifications for all work to be performed and all materials to be furnished.

101.03 Definitions
On page 6, **Add** the definition of **Consultant or Contractor's Consultant**. The Contractor's Design firm which is on the Department's Pre-Qualified list for the type or work involved. Also the Engineer or Engineering firm, or other pre-qualified specialized entity identified to perform specialized or professional services as a signatory to an agreement with the Contractor or as a part of the Contractors' staff.

101.03 Definitions
On page 6, **Add** the definition of **Conceptual Documents**. Any graphic or written materials, criteria and information concerning the Department's requirements for the Project. These items include the Addenda, Proposal including the Scope Of Services and Attachments, Plans, Special Provisions, Specifications, Design Standards and parts of the "Specifications for Consulting Services" which show or describe the character and scope of, or relate to, the work to be performed or furnished and which have been prepared by or for the Department.

101.03 Definitions
On page 7, **Revise** the definition of **Contractor** to be: The individual, firm, or corporation contracting with the Department for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the provisions of ORC 5525.02 to 5525.09 and 5517.01, inclusive, and any amendments thereto.

101.03 Definitions
On page 7, **Add** the definition of **Design-Build Scope Of Services (SOS)**. A project specific written document prepared for or by the Department to define services including but not limited to the survey, design, construction and general requirements of the project.

101.03 Definitions
On page 7, **Add** the definition of **Design-Build Team (DBT)**. A legal entity contracting with the Department to perform the work (i.e., design, acquisition, construction, etc.) included in a design build contract and qualified under the provisions of ORC 5525.02 to 5525.09 inclusive, and any amendments thereto.
101.03 Definitions
On page 7, Revise the definition of **Equipment**: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper design, construction and acceptable completion of the Work.

101.03 Definitions
On page 7, Add the definition of **Design-Build Team Design Documents**: Drawings, specifications, calculations, records, reports or other documents, including shop drawings, prepared by the Design Build Team, which may be used for design, manufacture, fabrication, installation, testing, examination and certification of items.

101.03 Definitions
On page 8, Revise the definition of **Plans**: The drawings, standard construction drawings, and supplemental drawings provided by the Department or produced by the contractor's consultant, approved in accordance with the contract, or exact reproductions thereof, that show the location, character, dimensions, and details of the Work.

101.03 Definitions
On page 8, Add the definition of **Progress Schedule**: Critical Path Method (CPM) schedule submitted by the Contractor.

101.03 Definitions
On page 8, Add the definition of **Project Engineer**: The Department's construction representative to the DBT.

101.03 Definitions
On page 8, Add the definition of **Project Manager**: The Department's design representative to the DBT.

101.03 Definitions
On page 8, Revise the definition of **Questionnaire**: The specified forms on which the DBT shall furnish required information as to its ability to perform and finance the Work required under ORC 5525.01.

101.03 Definitions
On page 10, Revise the definition of **Subcontractor**: An individual, firm, or corporation to whom the DBT sublets part of the Contract to be performed on the job site, who prior to such undertaking receives the written consent of the Director, and who is qualified under ORC 5525.02 through 5525.09 inclusive.

101.03 Definitions
On page 10, Revise the definition of **Work**: The entire completed design and construction of the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents that comprise the project or any portion thereof. Work includes and is the result of performing or furnishing Professional Design Services and Construction required by the Contract Documents.
101.03 Definitions
On page 10, Revise the definition of Working Drawing to: Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, installation plans, certified drawings, frame work plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data that the DBT is required to submit for acceptance. Working drawings do not include design plans prepared by the DBT.

102.02 Contents of Bid Documents
On page 11, Replace section 102.02 with the following new section:

102.02 Contents of Bid Documents. Use the Proposal to prepare and submit Bids for the Work. Upon request, the Department will provide the Scope of Services that include or reference the following:
A. Location and description of the Project.
B. Time to complete the Work.
C. Amount of the Proposal Guaranty.
D. Department’s deadline for receiving a completed Bid.
E. Schedule of contract items.
G. Proposal
H. Project Scope
I. Selection Criteria
J. Document Inventory

102.04 Interpretation of Quantities in Proposal
On page 12, Add the following before the first paragraph:
The lump sums bid for design and construction of the project, plus any unit bid prices (multiplied by the appropriate quantity) required in the Proposal shall be the sole basis for comparison of bids. These will also be used to determine the progress of the work and to provide guidance in the issuance of partial payments during design and construction.

104.01 Intent of the Contract Documents
On page 17, Revise 104.01 to the following:

104.01 Intent of the Contract Documents.
The intent of the Contract Documents is to provide for the design, construction and completion of the Work. Perform the Work according to the Contract Documents.

On page 17 Add 104.011 as follows:

104.011 Design of the Project.
The Contractor's Consultant will provide all necessary services to design all permanent and temporary portions of the project. All work shall conform to current Department, FHWA and AASHTO standards, practices, policies, guidelines and specifications.
The Department's standards, practices, policies, guidelines and specifications shall control in case of a conflict. The standard of care for all such services performed or furnished pursuant to the Contract will be the care and skill ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and locality.

The Contractor shall require the Consultant to assign only qualified engineers and surveyors, professionally registered in the State of Ohio, in direct responsible charge of engineering and surveying endeavors. When services required are predominantly oriented toward other disciplines such as environmental, landscaping, transportation planning, or architectural applications, the Consultant shall assign other professionally competent personnel registered in Ohio or certified as required by law, to be in charge of the work.

Full size, ink on Mylar, 22" x 34" plans will be developed by the Consultant in accordance with the Location and Design Manual. In addition, electronic files in the format defined in the Conceptual Documents may also be required.

The Consultant's design shall be reviewed by the Department. The Consultant shall be available during construction to answer questions, issue clarifications, and correct errors and omissions. At the completion of the work, prior to final acceptance of the construction, the Consultant shall furnish the Department as-built construction plans as required in the Scope Of Services.

Design for relocation or accommodation of any utilities within the project shall be coordinated by the Contractor. The DBT shall determine and show on the plans the names of all existing utilities within project limits. The DBT shall identify and resolve utility conflicts and the plans and details shall reflect the resolutions and decisions accepted. The DBT shall call any utility meetings needed to ensure that the concerns are addressed on the plans involving utilities. The DBT shall notify the Project Engineer at least two working days in advance of any utility meeting. An ODOT representative shall be in attendance at all utility meetings. The Department will authorize project funds for utility relocations eligible for reimbursement and issue permits to the utilities relocating facilities that require relocation within the Right of Way. The DBT will keep the district utility office aware of all utility coordination information. Also see additional requirements regarding Cooperation with Utilities in Section 105.07.

The Contractor's Consultant shall:
A. Consult with Department to understand the requirements for the Project and review available data.
B. Advise the Department as to the necessity of providing or obtaining from others additional reports, data or services of the types provided in paragraph 104.012 and assist the Department in obtaining such reports, data, or services.
C. Develop maintenance of traffic plans in accordance with the current Standard Construction Drawings, L&D Manual, OMUTCD and the Scope Of Services.
D. Maintain and make available to ODOT, at ODOT's request, a Project Record which includes a history of significant events (changes, comments, etc.) which influenced the development of the project.
E. Perform any surveys (see ODOT Survey Manual) required for this project.
F. Perform hydraulic analysis as set forth in the Scope Of Services document. The results of the analyses must show no harmful interference to adjacent riparian vegetation (along streams). Results must be certified by the Contractor's Consultant. The certification must state that the proposed structure will have an equal to or greater hydraulic capacity and that a deletion of existing auxiliary openings and overflow areas is not planned.

G. Perform any additional needed soils surveys, soils borings, and geotechnical investigations, with appropriate analysis to produce the proposed design.

H. Provide plans, specifications and supporting documents for review by ODOT at the several stages of plan development review required by the proposal.

I. The Contractor's Consultant has additional duties and requirements which are explained in "Specifications for Consulting Services".

On page 17, Add 104.012 as follows:

104.012 Department's Responsibilities for Design Activities.

The Department shall do the following in a timely manner to facilitate the activities of the Contractor's Consultant.

Furnish to the DBT , as required for performance of Services the following, all of which the Contractor may use and rely upon when performing services under this Agreement:

A. Environmental Documentation (NEPA Document),

B. Engineering surveys to establish reference points for design and construction which in the Department's judgment are necessary to enable the Contractor to proceed with the Work.

C. Existing subsurface data used in preparation of the Conceptual Documents.

The Department will provide information, known to, or in the possession of the Department, relating to the presence of materials and substances at the site which could create a hazardous condition.

The Department shall not supervise, direct or have control or authority over, nor be responsible for, Contractors' means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Department will not be responsible except that the Department may order immediate remediation of conditions which endanger the public welfare as required in 105.14/105.15/107.07/107.10/107.11/107.12. The Department will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

104.02.B Differing Site Conditions

On page 18, Revise 104.02 B to the following:

104.02.B Differing Site Conditions. Notify the Engineer as specified in C&MS 108.02F upon discovery of any of the following conditions:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents and are not discoverable from an investigation and analysis of the site by the DBT meeting the standard of care for such an investigation and analysis,
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site. Provide required notification before disturbing any differing site condition.

104.02.F Extra Work
On page 21, **Revise** 104.02.F to the following:

F. Extra Work. Perform Extra Work as directed by the Engineer. The Department will pay for Extra Work as specified in 109.05. Time extensions, if warranted, will be determined according to 108.06. No adjustment of the contract cost or the time required for performance of added or changed work will be permitted unless the Contractor demonstrates to the satisfaction of the Engineer that:

1. The need for the Extra Work was not reasonably evident during the design by inspection or investigations which were performed, or reasonably should have been performed during the design process, and
2. The need for the Extra Work is rare for this area and type of project. If the Engineer determines that the need for the Extra Work was not reasonably evident, and the likelihood of needing the Extra Work was rare, the work will be paid for as provided under 109.04. The provisions of this section are subject to the limitations of 5525.14, ORC.

104.05 Pay Adjustments
On page 22, **Add** the following:

104.05 Pay Adjustments

Pay adjustments will be made according to the applicable governing Contract Documents and requirements. Pay adjustments shall be based on the required adjustment computation method or procedure as defined by the applicable specification or contract provision. Pay adjustments as per the most current version of the Standard Procedure entitled "Acceptance of Non-specification Material on Construction Projects" are also applicable. For pay adjustments based on a unit bid price/cost or a contract unit price/bid price, the Office of Estimating Historical Bid Data adjusted for inflation for the calendar year immediately preceding the calendar year in which the project is let shall be used unless such price/cost data is specifically contained within the bid or Contract Documents. The applicable average awarded bid amount shall be used as the unit price/cost component when calculating the applicable pay adjustment. Moreover, the actual adjustment will be the difference between the average awarded bid amount and the computed adjustment to that amount for the applicable number of units as appropriate. Pay adjustments will be paid or deducted on the Contractor/DBT progress estimates through the change order process. The Office of Estimating Historical Bid Data is located at the following web address: http://www.dot.state.oh.us/Divisions/Planning/Estimating/Pages/ConstructionCost.aspx

105.02 Plans and Working Drawings
On page 23, in the first sentence **Revise** "show" to "shall show".
105.03 Conformity with Contract Documents
On page 23, in the first sentence Revise "the Plans, and as specified" to "the Plans, Conceptual Documents, and as specified".
Also on page 23, in the second paragraph Revise ".Contract Documents.." to ".Contract and Conceptual Documents.."

105.07 Cooperation with Utilities
On page 24, Replace the section with the following:

105.07 Cooperation with Utilities.

Unless otherwise provided for by the Contract Documents, the Department will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction at no cost to the Contractor.

The design plans developed by the Contractor's Consultant will indicate various utility items and indicate a time frame or date when the Department expects the owners to complete utility relocation or adjustment. Provide utility owners adjusting facilities during construction with adequate notification of the scheduled Work to prevent conflict with the Contractor's schedule of operations.

The Contractor shall cooperate fully with each utility company and shall make every effort to avoid delays.

According to ORC 153.64 and at least 2 Workdays prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

The owner of the underground utility shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, start staking, marking, or otherwise designating the location, course, ±2 feet (±0.6 m), together with the approximate depth of the underground utilities in the construction area.

If the utility owners fail to relocate or adjust utilities as provided for in the Contract Documents and the Contractor sustains losses or delays that could not have been avoided by the judicious design efforts, and reasonable accommodation or by judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, then the Engineer will adjust the Contract according to 108.06 and 109.05.

The acceptability of such loss of time will be evaluated as follows:
A. The Engineer shall be satisfied that the Contractor has made every effort to prosecute the design and construction work despite any delays encountered or revisions in the Contractor's scheduling of work.
B. If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities as previously agreed, the contract time will be adjusted in accordance with the provisions of 108.06.
105.14 Maintenance During Construction
On page 27, after the last paragraph in the section Add the following:
All cost of maintenance work during construction and before the project is accepted shall be included in the Lump Sum Bid Price for the various pay items and the Contractor will not be paid an additional amount for such work.

105.19 Value Engineering Change Proposals.
On page 29, Replace the entire section with the following:
Value Engineering Change Proposals are not permitted on this project.

107.11.B, Contractor’s Use of Portable Plants Within the Project Right-of-Way or on Other Department-Owned Property
On page 38 Delete the last paragraph of 107.11.B starting with “However, the Department…”

On page 40, Add the following:
(D) Design Build Professional Liability Insurance
The Contractor must secure and maintain professional liability insurance as specified below, for the minimum limits indicated. Policies written on a claims-made basis shall have a retroactive date which covers the period in which the design work began. The insurance policy shall be written by an insurance company authorized to transact business in the State of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers and shall be rated A- or better by A.M. Best at the time the contract is executed by the Director.

The Contractor must immediately notify the Department in writing if it or any of its Consultants fails or refuses to renew its Professional Liability Insurance, or Workers' Compensation Insurance. Furthermore, the Contractor must notify the Department in writing if it or any of its Consultant’s policies are canceled, lapse, terminated or modified so that the insurance does not meet the requirements set forth in this proposal note.

The failure to comply with any of the provisions contained in this proposal note shall be considered a breach of contract.

(E) Professional Liability Insurance. The Contractor providing in-house professional services shall carry Practice Professional Liability Insurance in the amount of $1,000,000.00 per claim/annual aggregate to protect against claims arising from the performance of its professional services caused by the negligent acts, errors, or omissions for which the Contractor is legally liable. The coverage shall be maintained for a minimum of 3 years after substantial completion of the project as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

When the Contractor retains Consultants to provide professional services, the Contractor shall ensure that the Consultants maintain Practice Professional Liability Insurance in the amount of $1,000,000.00 per claim/annual aggregate for a period of 3 years after substantial completion of the project, as long as it is commercially available. A certificate of insurance
evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

Prior to the payment of the first pay estimate, the Contractor shall provide the Department with one original and one copy of the required insurance policy.

The cost of this policy will be incidental to the Work.

107.17 Furnishing Right-of-Way
On page 4, after the first paragraph Add:
Where proposed work is beyond existing right-of-way limits, the Contractor shall not commence any work outside of the right-of-way until notified by the Department that the needed additional right-of-way has been acquired and is otherwise available for construction work.

108.02 Partnering
On page 47, Replace 108.02 A with the following:
A. Pre-design and Preconstruction Meeting. The DBT shall meet with the Project Engineer and the Project Manager for a Pre-design Meeting prior to commencing design work. The Contractor shall furnish a Progress Schedule, as specified, and a list of all sub-consultants and other firms involved in the design process.

Meet with the Engineer for a Preconstruction Meeting before beginning the Work. At or before the meeting, submit the initial progress schedule to the DCA. Prepare the schedule according to the contract requirements.

At or before the meeting, furnish a list of proposed subcontractors and major material suppliers not included in the list submitted before the execution of the Contract. If the Contractor fails to provide the required submissions at or before at the Pre-design or the Preconstruction Meeting, the Engineer may order the meeting suspended until they are furnished. Do not begin the Work until the meeting is reconvened and concluded or the Engineer gives specific written permission to proceed.

108.07, Failure to Complete on Time
On Page 60 Revise table 108.07-1 to the following:

<table>
<thead>
<tr>
<th>Original Contract Amount (Total Amount of the Bid)</th>
<th>Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than $0.00 To and Including $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>$1,300</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>$50,000,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>$150,000,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Over $300,000,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>
109.01 Measurement of Quantities
On page 61, Add the following before the first paragraph:

The pricing and payment format of this contract is intended to be Lump Sum. The Lump Sum item of payment shall mean complete payment for the work described in that item. To the greatest extend possible, the Contractor will be compensated for the percentage of the applicable fixed Lump Sum price. The percentage shall be that portion of work completed as compared to the total amount of work contracted.

109.05.D.2.e (1) Field Overhead,
On page 78, Replace with the following:

The DBT has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

If the delay is 30 days or less, the Department will pay the salaries and fringes, plus a 5 percent mark up and payroll taxes and insurance without any mark up, for the DBT’s personnel that were assigned full time to Project supervision, design and administration and were physically located at the Project site one month before the delay and were there when the delay began.

109.05.D.2.f Home Office Overhead.
On page 80 Replace the TABLE 109.05-5 with the following:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $5,000,000</td>
<td>0.080</td>
</tr>
<tr>
<td>$5,000,001 to $25,000,000</td>
<td>0.060</td>
</tr>
<tr>
<td>$25,000,001 to $150,000,000</td>
<td>0.050</td>
</tr>
<tr>
<td>$150,000,001 to $300,000,000</td>
<td>0.030</td>
</tr>
<tr>
<td>Over $300,000,000</td>
<td>0.025</td>
</tr>
</tbody>
</table>

DESIGNER’S NOTE: This note must be used on all Design Build projects using the 2013 C&MS.
Do not use PN 008, or PN 103, PN 104, or any time based incentive note when this Proposal Note is used.