

SPECIAL PROVISIONS

METROPARKS ACCESS PERMIT

2/24/2020

For

CUY-480-6.47/VAR PAINT

PID 22131

ACCESS PERMIT

THIS ACCESS PERMIT ("Permit") is made as of this 24th day of February, 2020 by and between THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT ("Cleveland Metroparks") and Permittee designated below in consideration of Permittee's agreement to abide by the terms and conditions of this Permit.

1. Definitions.

a. "Permittee," "Reservation," "Park Manager," "Work," and "Term" shall have the definitions set forth on Exhibit A.

b. The "Permit Area" shall mean the area of the Reservation identified on the map attached hereto as Exhibit B.

2. Plans, Specifications, and Permits.

a. Prior to beginning the Work, Permittee shall submit its plans, specifications, and/or scope of work to Cleveland Metroparks for approval, which approval shall not be unreasonably withheld. Permittee's plans, specifications, and/or scope of work must comply with all applicable laws, ordinances, rules, regulations, and restrictions imposed by deed, easement, license and any other applicable legal instrument.

b. Prior to beginning the Work, Permittee shall obtain any and all necessary permits, authorizations, and other consents necessary to perform the Work.

3. Use of Permit Area.

a. Cleveland Metroparks grants Permittee permission to perform the Work in the Permit Area and to take such actions as described below as are necessary to perform the Work. Permittee may not undertake any other action without prior written approval of Cleveland Metroparks.

b. Permittee may remove from the Permit Area only that vegetation which is required for the Work. Permittee shall follow the Vegetation Removal Specifications set forth in Exhibit C.

c. Permittee shall remove from Cleveland Metroparks' property all topsoil and/or subsurface soil removed from the Permit Area unless Permittee requires such topsoil and/or dirt for backfilling and grading.

d. Permittee shall obtain approval from the Park Manager for all needed parking and storage in or around the Permit Area and shall adhere to any limitations, whether on time or location, on such parking and storage imposed by the Park Manager.

e. Permittee's work in the Permit Area shall not interfere with or restrict use of or access to the Reservation by Cleveland Metroparks' personnel or visitors. If traffic control measures or road closures are required, Permittee shall obtain approval for such traffic control measures or road closures from the Park Manager and work with the Park Manager and Cleveland Metroparks Rangers to secure traffic control measures or road closures in a manner that is least disruptive to Cleveland Metroparks' employees and visitors.

f. Permittee, at Permittee's sole cost and expense, shall repair and maintain any structure(s) associated with the Work in good condition throughout the Permit period, whether such repair or maintenance is required by reason of damage caused by human or natural causes. Permittee shall conduct such repairs and maintenance of its own accord, and at the request of Cleveland Metroparks. Permittee shall contact The Reservation Manager a minimum of two (2) calendar days prior to initiating the work on the structure(s). Repairs and/or maintenance shall include removal of graffiti and correction of any vandalism. In addition, if Permittee believes the design of the approved structure(s), or graphic presentations contained therein, require changes, Permittee shall propose the changes to Cleveland Metroparks for written approval at least ten (10) calendar days prior to implementation. All above-grade structures associated with the Work shall be removed completely and the Permit Area restored to its original condition at the termination of the Permit period, unless approved otherwise by Cleveland Metroparks by subsequent Permit or other valid legal instrument.

4. Use of Park Roadways.

a. Access for Permittee's vehicles entering the Permit Area shall be limited to the roadways identified in Exhibit A.

b. Cleveland Metroparks paved roadways and parking lots have a five (5) ton maximum gross vehicle weight limit. Permittee shall not allow any vehicle in excess of five (5) tons on any Cleveland Metroparks pavement. Should Permittee or Permittee's suppliers, subcontractors, partners or agents violate this provision, Permittee is responsible for all damages resulting from such vehicles, including cracking, faulting, displacement, rutting and disintegration, and is responsible for the cost of all necessary repairs.

c. Permittee must keep all Cleveland Metroparks roadways, trails and other public areas clear of construction debris, spillage and mud on a daily basis.

5. Restoration of Permit Area.

a. Permittee shall follow the Road, Trail, Vegetation and Seed Specifications set forth in Exhibit C unless the Parties agree to alternate methods of repairing or replacing trails, roads, and vegetative areas.

b. Permittee shall restore all other surfaces to conditions approved by Cleveland Metroparks.

6. Inspection. Cleveland Metroparks shall have the right to enter into the Permit Area at any time to inspect the Work.

7. Indemnification. Intentionally Omitted

8. Insurance. Permittee shall maintain the insurance detailed in Exhibit D.

9. Termination by Cleveland Metroparks. If at any time Permittee ceases to use the Permit Area for the Work or if Permittee fails to comply with any provision of this Agreement and such failure continues for two (2) days after Cleveland Metroparks has provided notice of the failure, Cleveland Metroparks may terminate the Permit. If the failure cannot be corrected in two (2) days but Permittee can show Cleveland Metroparks that it has taken substantial steps to correct the failure, Cleveland Metroparks may accept those substantial steps as compliance with the terms of this Agreement and choose not to

terminate. Upon termination of the Permit, Permittee shall return the Permit Area to the condition existing before being disturbed as set forth in Section 5.

10. Choice of Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Work or a claim of breach of this Agreement shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

11. Publicity; Public Records. Permittee shall not discuss this Permit or its contents with the media, use Cleveland Metroparks' name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Permittee acknowledges that this Permit and other records in the possession or control of Cleveland Metroparks regarding the Work may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.

12. Miscellaneous. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. This Permit may not be modified except in writing signed by Cleveland Metroparks and Permittee. If any provision of this Permit shall be or become invalid or unenforceable, then this Permit shall be divisible, and the remainder of the Permit shall be valid and binding as though such provision were not included therein. Nothing herein creates any rights in or remedies on behalf of any third party. This Permit may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. By entering into this Permit, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

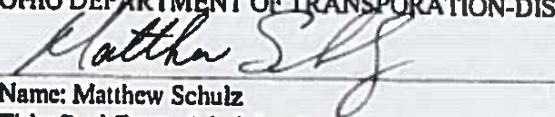
[SIGNATURE PAGE FOLLOWS]

BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT


Sean E. McDermott, P.E.
Chief Planning and Design Officer

Date: 11/6/19

OHIO DEPARTMENT OF TRANSPORTATION-DISTRICT 12


Name: Matthew Schulz
Title: Real Estate Administrator

Date: 2019-11-05

EXHIBIT A

"Permittee" shall mean Matthew Schulz, P.E., Real Estate Administrator, Ohio Department of Transportation – District 12 who can be contacted at 5500 Transportation Blvd, Garfield Heights, OH 44125, 216-584-2117, Matthew.Schulz@dot.ohio.gov.

"Reservation" shall mean the Rocky River Reservation in the Cleveland Metropolitan Park District.

"Park Manager" shall mean Rick Ditch who can be contacted at 440-331-8287, rdd@clevelandmetroparks.com.

"Term" shall mean the time period commencing on the date Cleveland Metroparks receives this executed Permit and proof of insurance and shall continue until October 1, 2022.

"Work" shall mean The CUY-480-6.47/VAR Paint project will paint the structural steel on the IR-480 bridge and SR-10 (Lorain Road) bridge over the Rocky River Reservation in the Cities of Cleveland and Fairview Park.

ODOT owns aerial right-of-way for maintenance on the bridge, however, access from the ground will be needed to access the structural steel. Construction equipment will enter the area beneath each from Valley Parkway underneath the bridges. Equipment will include trucks, lift platforms, and generators. Some trees underneath the bridges will need to be removed to gain access to each bridge pier. No excavation is required.

The Cleveland Metroparks provided Section 4(f) Official with Jurisdiction Approval for the proposed project on August 19, 2019. A copy is attached.

Permittee shall access the Permit Area using the following roadways: Grayton Road, Mastick Road, Valley Parkway, all-purpose trail, possibly bridle trail.

ADD ADDITIONAL DEFINITIONS AS NEEDED:

Under IR-480, a guardrail between Valley Parkway and the all-purpose trail will be removed for construction access to the bridge. The guardrail will be replaced after the painting is completed.

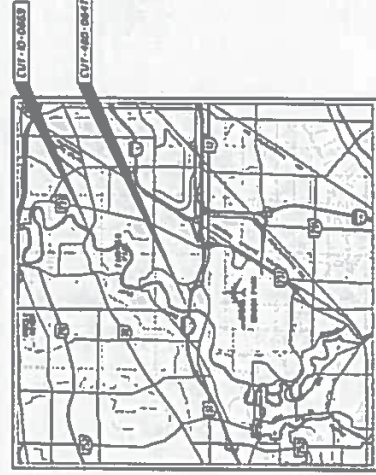
Some trees underneath the bridges will need to be removed to gain access to each bridge pier.

No excavation is required. Park property is only required for construction access.

Needed March 15, 2020 thru November 15, 2021 (24-7) with reduced equipment parking & use during winter shutdown of 2020/2021.

Staging under Lorain Bridge from adjacent to base of Pier 2 to adjacent to base of Pier 5;

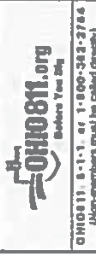
Potential Equipment List: 1-2 Blast Recycler, 1-2 Blasting Pot trailer, multiple box trucks for paint equipment, 1-2 Wash Trailers, multiple dumpsters for blast waste, 3-4 JLG Manlifts, multiple flatbed trailers for decking + tarps + cables, Foreman Pickups, employee personal vehicles, porta-johns, grit drums (new & used); MOT trucks, Arrow boards, Generators, 4+ Compressors, Job trailers; Waste dumpster, MOT zone equipment; A majority of these vehicles will be there on a daily basis.



LOCATION MAP
 LATITUDE: 41°29'00" LONGITUDE: 81°30'00"
 SCALE IN MILES
 PORTION TO BE IMPROVED
 INTERSTATE HIGHWAYS
 FEDERAL ROUTES
 STATE ROUTES
 COUNTY & TOWNSHIP ROADS
 OTHER ROADS

DESIGN EXCEPTIONS
 NONE

UNDERGROUND UTILITIES
 GIVEWAYS TO EXISTING SIGNS



PLAN PREPARED BY
CARPENTER MARTY
 TRANSPORTATION
 10000 W. 12TH AVENUE, SUITE 100
 DENVER, CO 80202

STATE OF OHIO
 DEPARTMENT OF TRANSPORTATION
CUY-480-6.47 / VAR
PAINT
 CITY OF FAIRVIEW PARK
 CUYAHOGA COUNTY

INDEX OF SHEETS:
 TITLE SHEET 1
 GENERAL NOTES 2-3
 MAINTENANCE OF TRAFFIC NOTES 4-5
 GENERAL SUMMARY 6
 STRUCTURES OVER 20' SPAN 7-8
 CUY-480-0847
 CUY-480-0848

STAGE 3
 SUBMITTAL
 10/17/2019

STANDARD CONSTRUCTION DRAWINGS		SUPPLEMENTAL SPECIFICATIONS PROVISIONS	
NO.	DATE	NO.	DATE
101-000	01/26/09	100-000	01/26/09
102-000	01/26/09	101-000	01/26/09
103-000	01/26/09	102-000	01/26/09
104-000	01/26/09	103-000	01/26/09
105-000	01/26/09	104-000	01/26/09
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117-000	01/26/09	116-000	01/26/09
118-000	01/26/09	117-000	01/26/09
119-000	01/26/09	118-000	01/26/09
120-000	01/26/09	119-000	01/26/09

APPROVED DATE: _____ DISTRICT DEPUTY DIRECTOR
 APPROVED DATE: _____ DIRECTOR, DEPARTMENT OF TRANSPORTATION

5	PAINT	CUY-480-6.47 / VAR	ALL ROAD WORK/PROJECT	NONE	CONSTRUCTION PROJECT NO.	22131	FEDERAL PROJECT NO.	NON-FEDERAL
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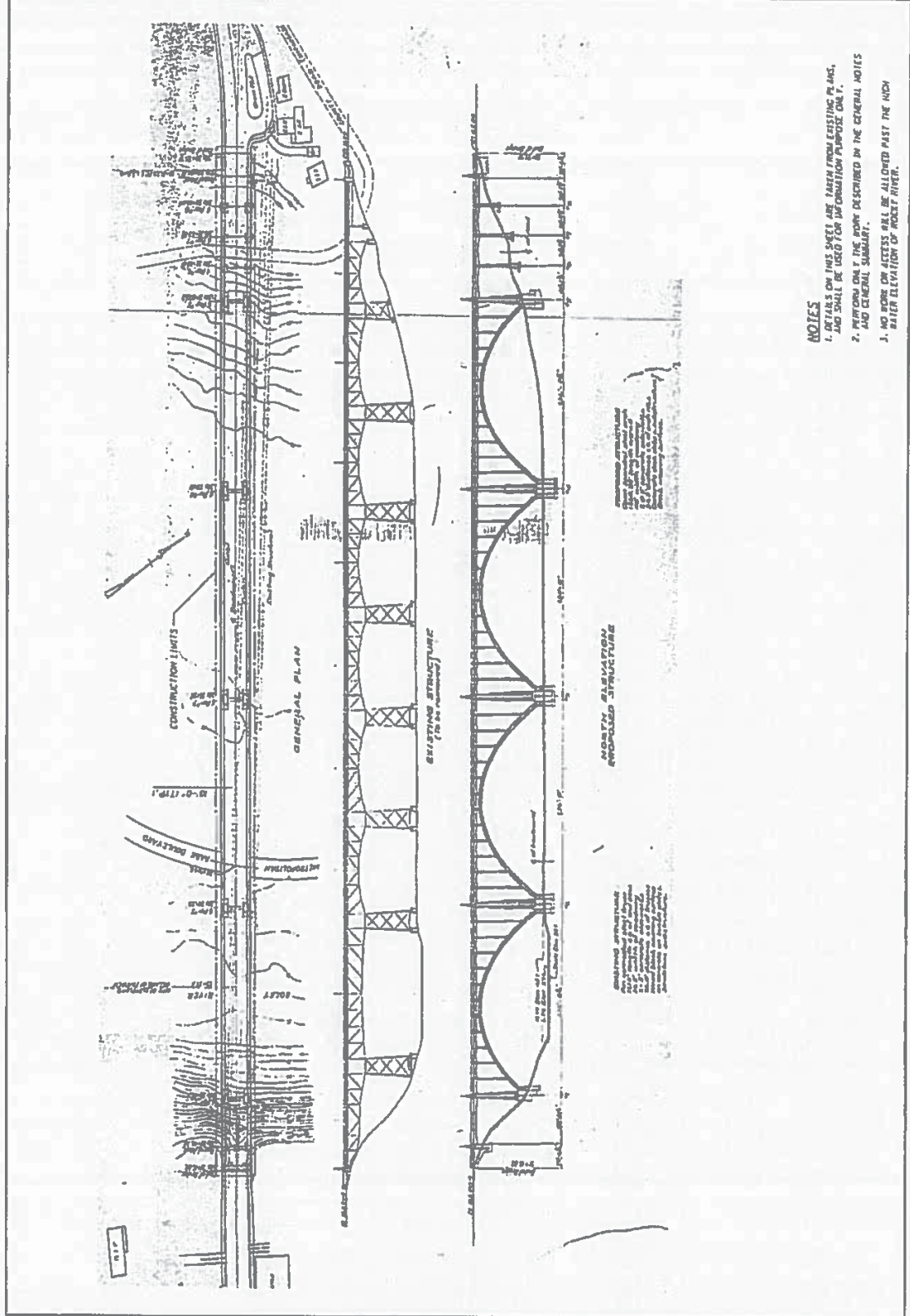
PROJECT DESCRIPTION
 PAINT THE STRUCTURAL STEEL OF THE I-480 BRIDGE OVER THE ROCKY RIVER AND THE CROWN AT I-53. DO BRIDGE OVER THE ROCKY RIVER.
EARTH DISTURBED AREAS
 PROJECT EARTH DISTURBED AREA: N/A
 EXISTING CONSTRUCTION EARTH DISTURBED AREA: N/A
 NOTICE OF INTENT EARTH DISTURBED AREA: N/A
 MAINTENANCE PROJECT
LIMITED ACCESS
 THIS IMPROVEMENT IS ESPECIALLY DESIGNED FOR THROUGH TRAFFIC AND HAS BEEN DESIGNED A LIMITED ACCESS HIGHWAY OR FREEWAY BY ACTION OF THE DIRECTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5516.02 OF THE OHIO REVISED CODE.
2019 SPECIFICATIONS
 THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PLANS AND CHANGES LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.
 I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE ISSUING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

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EXISTING STRUCTURE VERIFICATION
 DETAILS AND DIMENSIONS SHOWN ON THESE PLANS PERTAINING TO THE EXISTING STRUCTURE HAVE BEEN PROVIDED FROM PLANS OF EXISTING STRUCTURES AND CONSIDERED. THEY ARE INDICATIVE OF THE EXISTING STRUCTURES AND THE PROPOSED WORK BUT SHALL BE CONSIDERED TENTATIVE AND APPROXIMATE. THE CONTRACTOR IS REFERRED TO SECTIONS 92.05, 92.06, AND 50.04 OF THE JOB CONSTRUCTION AND MATERIAL SPECIFICATIONS.
 ALSO, CONTRACT BID PRICES UPON A RECOGNITION OF THE UNCERTAINTIES DESCRIBED ABOVE AND UPON A PRE-400 EXAMINATION OF THE EXISTING STRUCTURES BY THE CONTRACTOR.
 THE EXISTING STRUCTURE PLANS MAY BE RETRIEVED AT THE OHIO DEPARTMENT OF TRANSPORTATION DISTRICT OFFICE, 10000 W. 12TH AVENUE, SUITE 100, DENVER, CO 80202.
 OR
[HTTP://WWW.DOT.STATE.OH.US/DIVISIONS/CONTRACTADMIN/CONTRACTS/PARCS/OCSPW/PLS.ASP](http://www.dot.state.oh.us/divisions/contractadmin/contracts/parcs/ocspw/PLS.ASP)
LIMITS OF OPERATIONS
 THE CONTRACTOR'S ACTIVITIES AND WORK SCHEDULE SHALL BE CONTAINED BY THE FOLLOWING LIMITATIONS:
 1. MAINTENANCE OF TRAFFIC RESTRICTIONS REFER TO THE MAINTENANCE OF TRAFFIC SHEETS IN THIS PLAN.
COOPERATION BETWEEN CONTRACTORS
 THE CONTRACTOR SHALL COOPERATE AND COORDINATE ACTIVITIES WITH THE CONTRACTORS ON OTHER PROJECTS THAT MAY BE IN PROGRESS WITHIN THE LIFE OF THE PROJECT AND MAINTAIN THE PROVISIONS OF SECTION 5516.02 OF THE OHIO CONSTRUCTION AND MATERIAL SPECIFICATIONS INTENTED.
EQUIPMENT AND MATERIAL STORAGE
 IN ORDER TO PROVIDE FOR THE SAFETY OF THE TRAVELING PUBLIC, THE CONTRACTOR'S ATTENTION IS DIRECTED TO CHAS 5516.02. IN ADDITION, THE FOLLOWING PROVISIONS SHALL APPLY:
 * ALL REMOVED ITEMS SHALL NOT BE STORED ON THE RIGHT OF WAY FOR MORE THAN THIRTY DAYS.
 * ALL DISTURBED AREAS SHALL BE RETURNED TO ORIGINAL CONDITION AT NO EXPENSE TO THE STATE.

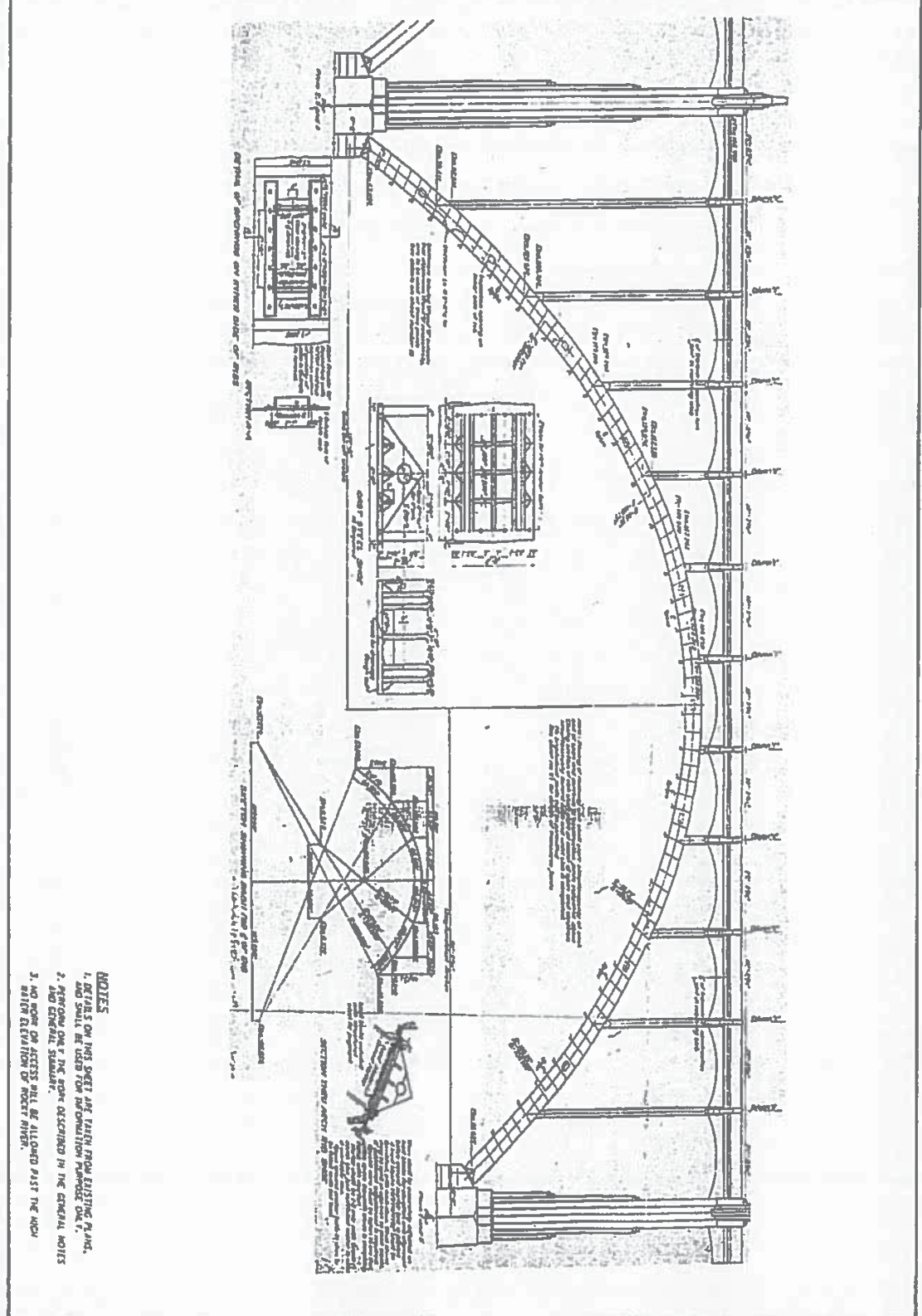
CONSTRUCTION NOISE
 ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT WILL BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE THE EFFECTS OF CONSTRUCTION NOISE, THE CONTRACTOR SHALL TAKE THE FOLLOWING PRECAUTIONS:
 * DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE PERFORMANCE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.
UTILITIES
 THERE ARE NO UNDERGROUND UTILITIES SHOWN ON THIS PLAN. THE NATURE OF THE WORK REQUIRED BY THIS PROJECT WILL NOT AFFECT ANY KNOWN UNDERGROUND UTILITIES THAT EXIST UNDER OR ADJACENT TO THE WORK AREA.
 IF ANY UTILITIES ARE DAMAGED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND THE APPROPRIATE UTILITY OWNERS.
STAGING AREA ON THE RIGHT-OF-WAY
 THERE ARE NO SPECIFIC AREAS SHOWN IN THE PLANS FOR THE CONTRACTOR TO USE AS STAGING AREAS. IF THE CONTRACTOR WANTS TO USE AN AREAS FOR STAGING, PREPARESS IF IT FALLS WITHIN THE PROJECT LIMITS OR NOT, THE CONTRACTOR IS TO CONTACT ALL POWERS AT 24-HOUR JOB AT DISTRICT IN ORDER TO APPLY FOR A CHANGE PER SECTION 5516.02 OF THE CODE. IF A PERMIT IS GRANTED BY THE STATE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF BALD OF THE STATE. IN ADDITION TO THE REQUIREMENTS OF BALD OF THE STATE, IT THAT ALL THE CONDITIONS OF THE PERMIT ARE NOT MET, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE STATE.
CLEARING AND GRUBBING - AS PER PLAN
 ALTHOUGH THERE ARE NO TREES OR STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE LIMITS OF THE PROJECT, A LUMP SUM QUANTITY IS INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE BID FOR THIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INCLUDING REMOVAL OF ALL THE MATERIALS AND DEBRIS WHICH ARE WITHIN 10'-0" OF THE LOCATION TO HAVE A PAINTED SURFACE. ANY COMPLETE TREE REMOVALS REQUESTED FOR CONSTRUCTION ACCESS ARE TO BE APPROVED BY THE ENGINEER AND WILL ONLY BE PERMITTED BETWEEN THE DATES OF SEPTEMBER 30 AND APRIL 1.
WORK LIMITS
 THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL OUTSIDE THESE WORK LIMITS.

BRIDGE NO. CUY-480-0847
ITEM 514 - FIELD PAINTING OF EXISTING STEEL
 THE CONTRACTOR SHALL NOT OVERPAINT ONTO THE CONCRETE SUPERSTRUCTURE COMPONENTS (E.G. BARRIERS, AND CONCRETE SUBSTRUCTURE COMPONENTS SUCH AS ABUTMENTS, AND PIERS). PAINTING SHALL BE CONFINED TO THE STRUCTURAL STEEL COMPONENTS, UTILITY SUPPORTS, AND OTHER STEEL COMPONENTS. PAINTING SHALL BE APPLIED FROM DEER BOTTOM TO TOP OF PER CAP. ALONG WITH SUPPORTS. UTILITY COMPONENTS SHALL NOT BE PAINTED. STEEL UTILITY SUPPORTS, DRAINAGE SCUPPERS, ROCKERS, BOLSTERS, AND THE INSPECTION NUMBERS SHALL BE PAINTED.
 THE CONTRACTOR SHALL NOT BLAST OR PAINT THE INSPECTION CABLES.
 THE COLOR OF THE FINISH COAT SHALL BE FEDERAL COLOR #5588-V40N GREEN GLOSS.
 BEFORE DRAWINGS AND CALCULATIONS FOR THE PAINT CONTAINMENT SYSTEMS/ENCLOSURE SHALL BE PREPARED BY THE CONTRACTOR AND SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PAINT CONTAINMENT SYSTEMS/ENCLOSURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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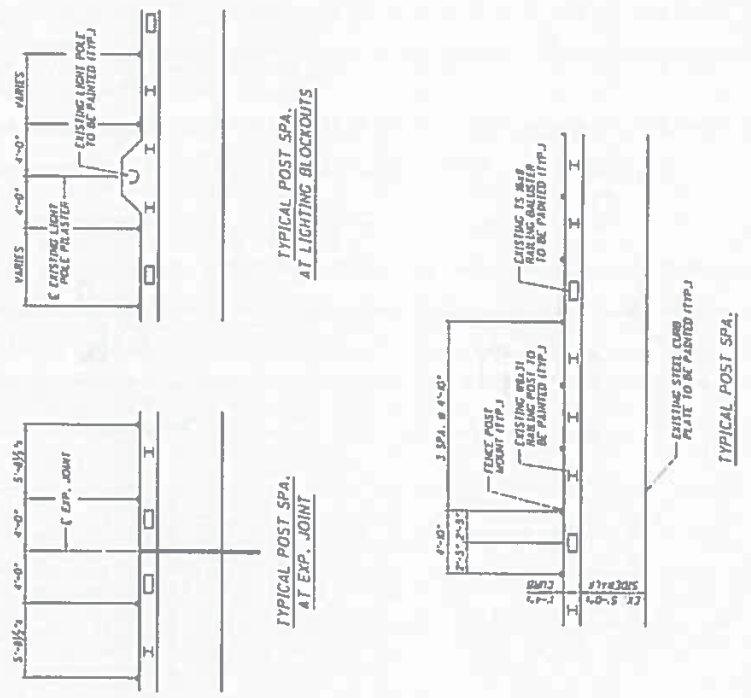
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 BEFORE DRAWINGS AND CALCULATIONS FOR THE PAINT CONTAINMENT SYSTEMS/ENCLOSURE SHALL BE PREPARED BY THE CONTRACTOR AND SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PAINT CONTAINMENT SYSTEMS/ENCLOSURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



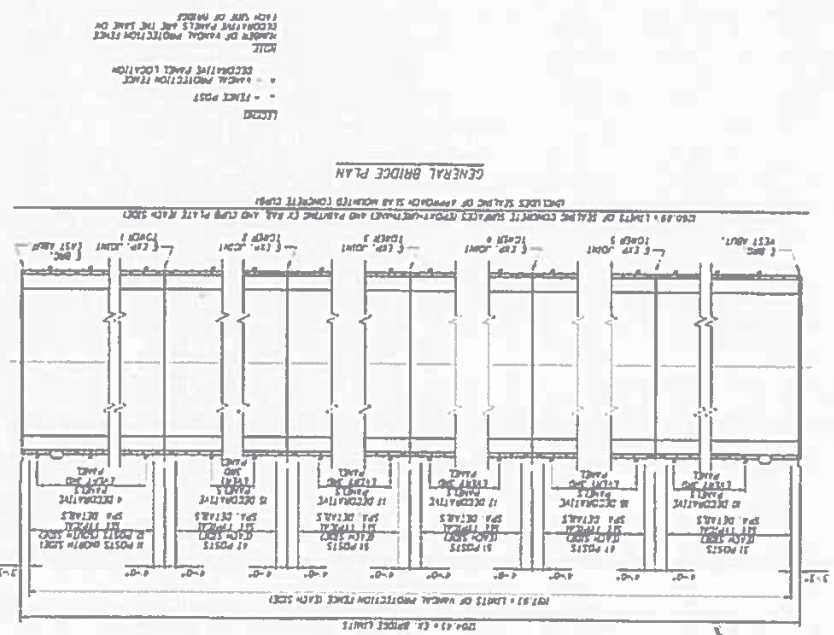
NOTES
 1. DETAILS ON THIS SHEET ARE TAKEN FROM EXISTING PLANS, AND SHALL BE USED FOR INFORMATION PURPOSE ONLY.
 2. PERSONS ON THE WORK DESCRIBED IN THE GENERAL NOTES AND GENERAL SUMMARY.
 3. NO WORK OR ACCESS SHALL BE ALLOWED PAST THE HIGH WATER ELEVATION OF ROCKY RIVER.



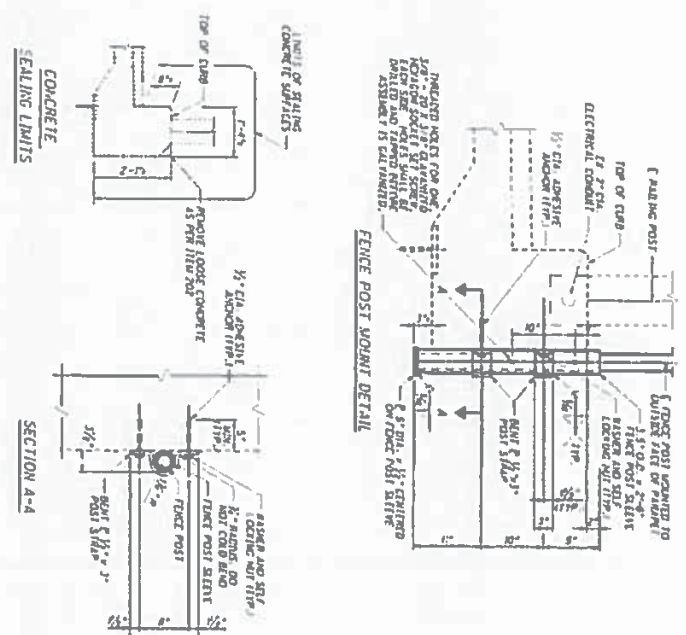
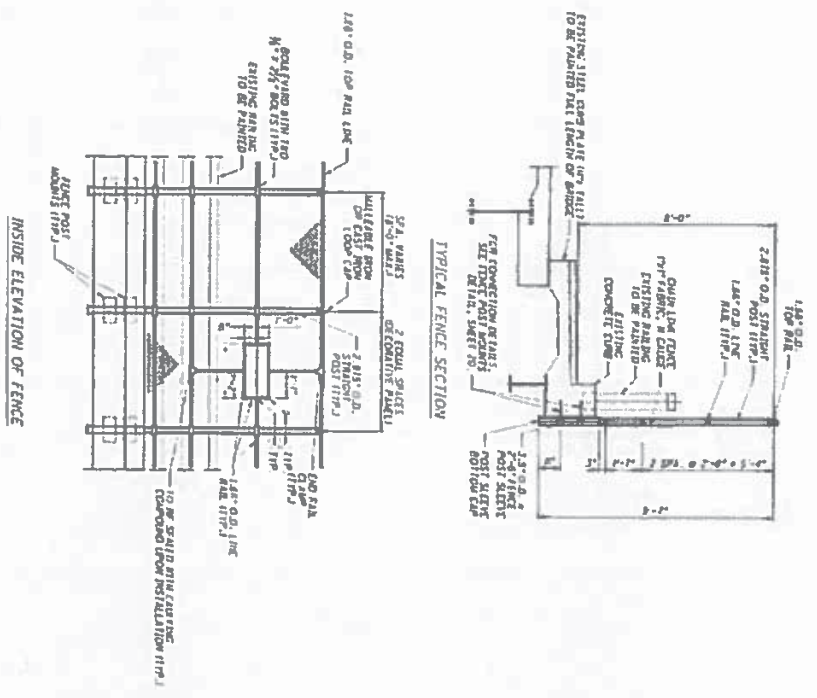
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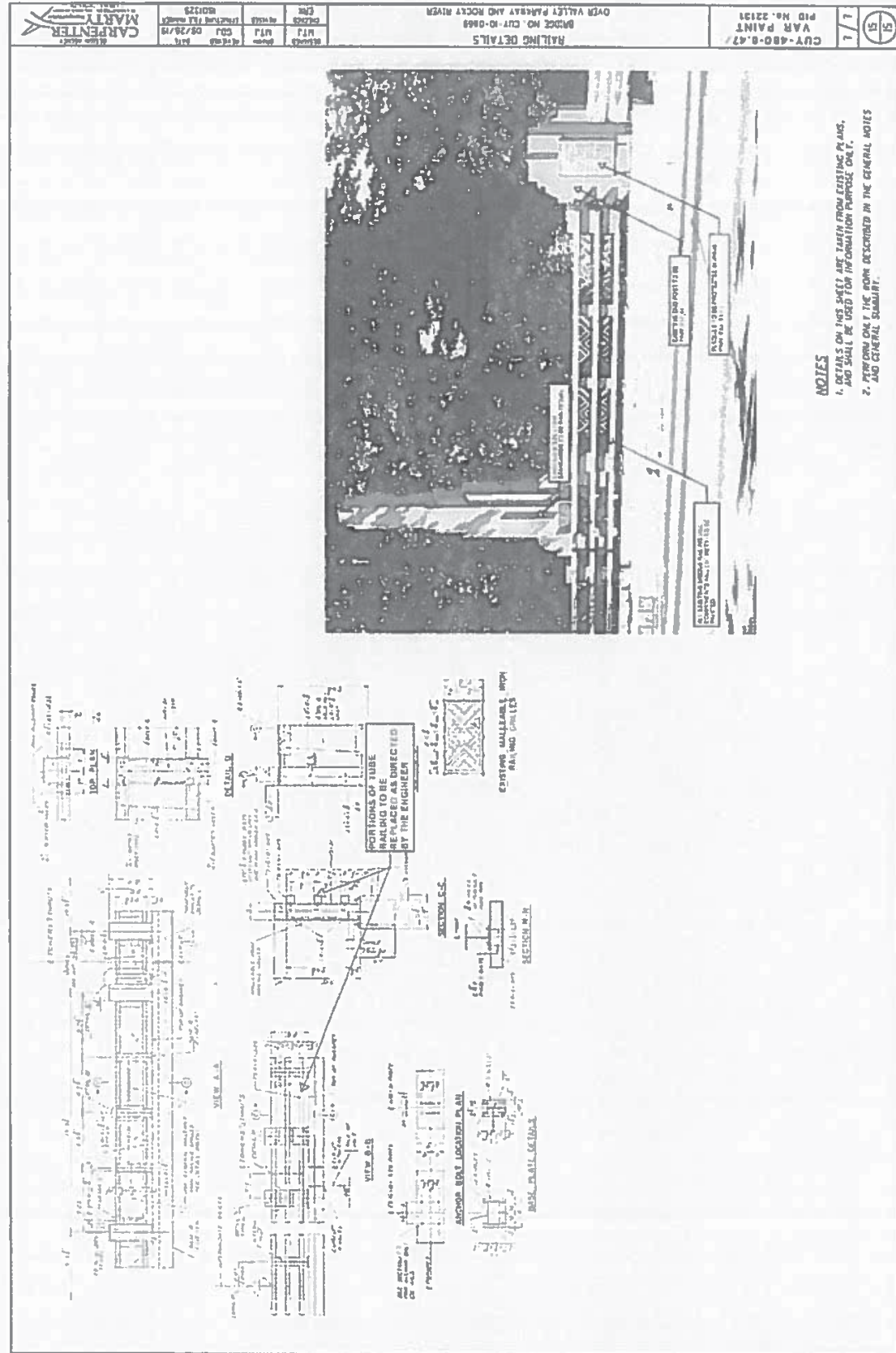
NOTES
 1. DETAILS ON THIS SHEET ARE TAKEN FROM THE COMPLETED VAR PAINT PROJECT. RELEVANT PAINTING AND CONCRETE PROTECTION DETAILS TO THIS PROJECT ARE SHOWN. VISUAL PROTECTION DETAILS SHALL BE USED FOR INFORMATION PURPOSE ONLY.
 2. PERFORM ONLY THE WORK DESCRIBED IN THE GENERAL NOTES AND GENERAL SUMMARY.



NOTE:
 1. REPAIRS TO EXISTING CONCRETE SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI 308R-11 REPAIR AND PROTECTION MANUAL.
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EXHIBIT C

All Purpose Trail Specifications.

- All repair areas will be full width; partial width patches will not be permitted.
- After existing asphalt removed, existing subbase shall be inspected by Cleveland Metroparks and direction given as to re-grading and compaction or subbase replacement.
- Subbase shall be replaced as directed with not less than 6" ODOT CMS item 304 limestone aggregate (not slag), compacted, and placed on proof rolled subgrade.
- Installation of not less than 3" ODOT CMS item 448 Asphaltic Concrete.
- Asphalt joints shall be "butt" type, perpendicular to trail alignment and saw-cut full asphalt depth, no "feather" edges permitted, and sealed per ODOT CMS 705.04.
- Compliance of all materials with requirements of State of Ohio, Department of Transportation, and Construction & Material Specifications.
- It is advised that the Permittee video/photograph the access trails and roadways prior to commencing activities.

Road and Parking Lot Specifications

- Repair area(s) will be delineated by paint lines as agreed by Cleveland Metroparks.
- Repair area will be milled per ODOT CMS 254 to a depth of three (3) inches, all edges will be vertical (no "feather edges" will be permitted), all cuttings will be completely removed.
- Tack coat per ODOT CMS 407 will be applied.
- Installation of not less than 3" ODOT CMS item 448 Asphaltic Concrete surface course to match prevailing pavement cross-slope.
- Full depth asphalt pavement repair, where required by Cleveland Metroparks, will include an additional 6" ODOT CMS 301 bituminous aggregate base and 6" ODOT CMS 304 subbase aggregate.
- Asphalt joints shall be sealed per ODOT CMS 705.04.
- All pavement striping damaged or destroyed by Permittee will be replaced per ODOT CMS 641 and 642.

Seed Specifications

- All soil areas disturbed by Permittee's activities shall be seeded and mulched per ODOT CMS 659.
- The seed mixture for restoration of lawn and roadside areas shall be a mixture of 20% Kentucky 31 Fescue, 25% common Kentucky Bluegrass, 20% Manhattan Rye Grass, and 35% Creeping Red Fescue at the rate of eight (8) pounds per one thousand square feet (8:1000).
- When specifically required, other areas shall be seeded with ODOT CMS 659 Type 5B Native Wildflower and Grass Mixture or, in certain situations, a mix specified by Cleveland Metroparks Natural Resources Division.
- Mulching material shall conform to ODOT CMS 659.
- Topsoil shall conform to ODOT CMS 653.

Vegetation Removal Specifications

- Permittee may remove from the Permit Area only that brush necessary to perform the Work and as approved by Cleveland Metroparks in a site visit prior to initiation of the Work.
- Permittee may remove only those trees (four (4) inches DBH or greater) as marked by Permittee and approved by Cleveland Metroparks in a site visit prior to initiation of the Work. Permittee

must replace all removed trees at a 2:1 ratio, species and size as specified by Cleveland Metroparks. Permittee shall provide deer protection for newly planted trees, using Cleveland Metroparks approved plastic mesh tree guards or wire fencing to protect the stem for a height of at least forty-eight (48) inches. Tree protectors should fit loosely around stems.

- Permittee shall not clear cut the Permit Area unless permitted in writing by Cleveland Metroparks.
- Permittee shall properly dispose of all removed vegetation within seven (7) calendar days of cutting the vegetation unless otherwise approved in writing by Cleveland Metroparks.

EXHIBIT D

Insurance Requirements

Federal Permittee:

Permittee shall maintain self-insurance for, or otherwise self-finance, claims for bodily injury (including death) and property damage related to this Permit, the Permit Area, and the Activities or Improvements in accordance with its customary practices.



CERTIFICATE OF SELF-INSURANCE

Insured Department of Transportation	This certificate is issued pursuant to Chapter 2743 of the Ohio Revised Code.
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COVERAGES

To the extent permitted by Ohio law and except for situations where officer, employee or governmental immunity would apply, the State of Ohio, Department of Transportation will be responsible for any and all claims for which it is legally liable. Should suit be filed in the Ohio Court of Claims in accordance with Chapter 2743 of the Ohio Revised Code, the State of Ohio, Department of Transportation would be responsible for the payment of any settlement or judgment rendered against them.

Type of Coverage	Effective Date	Expiration Date	Coverage limits
General Liability	Continuous	Continuous	Self-Insured
Vehicle Liability	1/16/2016	12/31/2021	Self-Insured Cert# 061 \$2,000,000 per occ

Description of Operations/Locations/Vehicles/Restrictions/Special Items

Certificate Holder State of Ohio, by and through the Department of Administrative Services, General Services Division, Office of Risk Management	Traci Brodie Risk Manager – Underwriting & Analytics Date Issued: 1/30/2017
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