
Special Provision to Item 8

Prosecution and Progress



Item 8, "Prosecution and Progress," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.6., "Failure to Complete Work on Time," is supplemented by the following:

8.6.1. Lane Closure Assessment Fees.

Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak hour traffic for each hour or portion thereof, per lane, regardless of the length of lane closure or obstruction.

8.6.1.1. Definition of Terms. For this Contract the following definitions apply:

8.6.1.1.1 Hour. Any continuous 60 min. period or portion of a continuous 60 min. period beginning at that point when a lane(s) is closed or obstructed by the Contractor's operations.

8.6.1.1.2 Assessment Fee. The amount shown in the proposal, representing the average hourly cost of interference and inconvenience to the road user for each lane closed or obstructed during peak hour traffic.

8.6.1.1.3 Closure or Obstruction. When the Contractor's operations result in a useable lane width of the travelway or shoulder less than that specified in the plan documents.

8.6.1.1.4 Peak Hour Traffic Times. Schedule of days and times described in the General Notes, when lane closures or obstructions are not allowed.

8.6.1.2 Fee Calculation and Collection. The assessment fee will be deducted from the amount due the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closure(s) or obstruction(s) for calculating the assessment fee. The assessment fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.