
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 for each day or portion thereof, per lane, regardless of the length of lane closure or obstruction.

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

8.6.2.1. **Day.** Any continuous 24- hr. period or portion of a continuous 24-hr. period beginning at that point when lanes are closed or obstructed by the Contractor's operations.

8.6.2.2. **Assessment Fee.** The amount shown in the proposal, representing the average daily cost of interference and inconvenience to the road user for each lane closed or obstructed.

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

8.6.3. **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due the Contractor on the monthly construction estimate, and retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions 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.