

# **SPECIAL PROVISIONS**

## **A+B BIDDING FOR LAK-90-26.87; PID 12035**

### **SPECIAL PROVISIONS FOR A+B BIDDING "CALENDAR DAYS OF CONTRACT TIME FOR OPENING TO TRAFFIC"**

**DATE : October 28, 1998**

Any other reference in the plans and specifications to the total contract amount will be considered to be the total of only Part A, and will not include Part B (the product of the number of "Calendar Days of Contract Time for Opening to Traffic" multiplied by \$3,500).

#### **Contract Time**

The work to be performed under this contract for opening to traffic shall include all items of work required to complete construction Phase 1 and Phase 2 as defined in the sequence of operations shown on sheet no. 6 of 54 of the plans.

The number of calendar days to complete the work to be performed under this contract for opening to traffic will be specified by the Contractor in the proposal for the bid item of "Calendar Days of Contract Time for Opening to Traffic" which days, including any days based on an approved extension of time, shall be the end of opening to traffic time. The final project completion will be an additional 10 calendar days for project cleanup. The date for the beginning of contract time will be the date designated as the starting date for Phase 1 in the detailed progress schedule which will be no later than **August 1, 1999**. The calendar days for opening to traffic shall be no longer than 90 days. No adjustment of the contract time will be allowed for delays in the execution of the contract and prosecution of the work caused by the Contractor. Examples of such Contractor caused delays would be : (a) failure to provide insurance; (b) failure to provide bond; (c) failure to secure the required percentage of approved MBE/DBE/WBE subcontractors; (d) failure of the contractor to order materials in a timely fashion, etc.

Because of interference and inconvenience to motorist, it is essential that this work be completed as quickly as possible once work begins. The Department has determined that this interference and inconvenience will result in an average daily user cost of \$ 3,500 per calendar day which with the Contractor's established contract opening to traffic time has been used as a basis for comparison of bids and award of contract. Should the Contractor fail to open the road to traffic in the time stipulated by him in the proposal or within such time granted by an approved extension of time, he shall be assessed a disincentive of \$ 3,500 per calendar day; which will continue to be assessed until the roadway is re-opened to unrestricted thru traffic. All paving, pavement marking, signing and guardrail work shall be completed before opening the road to traffic.

The target date for opening to traffic is determined by adding the number of "Calendar Days of Contract Time for Opening to Traffic" to the actual road closure date.

The Contractor will be paid an incentive of \$3,500 for each calendar day the project is opened to traffic before the target date, not to exceed an amount equal to \$35,000.

No extensions of time will be granted for labor disputes unless it can be shown that such disputes are industry wide.

The Contractor may work on Saturdays and Sundays, at his discretion, subject to local ordinances.

The progress schedule shall include, as a minimum, the starting and completion dates for major items; date which the road is closed and re-opened to traffic; and final completion and cleanup in accordance with the proposal. Other controlling dates specified by the proposal or plans shall be included in the progress schedule.

#### **Conflicts**

These Special Provisions for Calendar Days of Contract Time for Opening to Traffic shall modify the standard Material and Construction Specifications where conflicts occur.