# Accelerating the Completion of Closure Work (Incentive/Disincentive Clause) JSP-93-14C

*(Replace italicized instructions with project specific information or delete)*

**1.0** **Description.** This provision contains modifications to the standard specifications for accelerating the *(insert specific description of work to be performed and need to minimize closure time of lane(s), ramp(s), route, bridge, etc.)*.

**1.1** Unless otherwise stated, specification section references are to the Missouri Standard Specifications for Highway Construction and its supplements in effect at the time of this contract.

**2.0 Definition of Terms.**

**2.1** For this project the following terms are used as defined below:

(a) Closure Time

Closure time is defined as any day or other unit of time, including Saturdays, Sundays and legal holidays, when **any lane or lanes are closed to traffic on *(lane(s), ramp(s), route, bridge)* due to the contractor's operations**.

(Optional as needed)

**Under no circumstances will the closure time bid be allowed to extend actual closure of *(lane(s), ramp(s), route, bridge)* beyond \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

(b) Average Daily *(or other unit)* Road-User Cost

The amount shown in the bid, determined by the Commission, that interference and inconvenience to highway traffic will cost the road-users for each unit of closure time of the *(lane(s),* *ramp(s), route, bridge)* closure. The average daily *(or other unit) road*-user cost cannot be changed by the bidder. Bidder and its surety stipulate to the reasonableness and accuracy of that amount and expressly waive any right they may have to contest that amount in any claim, litigation or otherwise.

(c) Contract Amount

The total amount bid for all items of work to be performed by the contractor. This amount is the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price. The contract amount does not include the amount produced by this acceleration of work clause.

**3.0** **Preparation of Bid.**

**3.1** In addition to the requirements of Sec 102.7, the bidder shall specify in the bid the closure time which it determines is required to complete the work. The bidder shall show the product of the closure time and the average daily *(or other unit)* road-user cost in the amount column provided for that purpose. This amount will be added to the contract amount. The sum will be read as the bid total.

**3.2** A bidder may alter or correct the units of closure time entered in the bid, provided the bidder follows the same requirements set forth for altering or correcting bid prices in Sec 102.7.1.

**4.0 Bid Guaranty.** For this project the amount of guaranty required by Sec 102.9 shall be not less than five percent of the contract amount as defined above in 2.1 (c) of these provisions.

**5.0 DBE Goal.** The DBE contract goal percentage, if any, applies to the contract amount as defined in 2.1 (c) of these provisions.

**6.0 Award and Execution of Contract.** Delete Sec 103.1 and substitute the following:

**6.1**  **Consideration of Bids.** After the bids are opened and the bid totals read, they will be compared on the basis of the contract amount, to which has been added the product of the closure time submitted by the bidder and the average daily *(or other unit)* road-user cost shown in the bid. This total amount will be used to determine the lowest responsive and responsible bid for the project. The Commission reserves the right to reject any and all bids including those which, in the sole judgment of the Commission, contain too few or too many units of closure time.

**7.0 Prosecution and Progress.**

**7.1**  **Subletting of Contract.** For this project the total contract cost referred to in Sec 108.1.1 shall be considered as the summation of the products of the approximate quantities shown in the bid schedule multiplied by the contract unit price.

**7.2 Prosecution of Work.** Assessment of closure time will begin on the first day of any lane closure on *(ramp(s), lane(s), route, bridge)*.

**7.2.1** Prior to beginning work causing lane closure, the engineer may require the contractor to submit a schedule and written narrative for the lane closure work. The schedule shall be provided in accordance with Sec 108.4, or by the Critical Path Method if that is the schedule method specified by the contract. This schedule is required to reflect the effect of all constraints on the lane closure work.

**7.2.2** This schedule requirement is in addition to any other schedule requirement of the contract. The cost for this requirement will be considered fully covered by the contract prices for the lane closure work.

(Optional as needed)

**7.2.3** The contractor is advised of the following matters which may be constraints upon the lane closure work and effect the schedule, order of work and cost of lane closure work:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.3 Liquidated Damages for Failure or Delay in Completing Work on Time.** Sec 108.8 is modified as follows:

**7.3.1** If the contractor fails to complete all work necessary to have all lanes of traffic open on *(ramp, lane, route, bridge)* in the closure time specified by the bidder *(or fails to restore traffic on* *(ramp(s), lane(s), route, bridge))* *to normal traffic the next calendar day after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)*, the amount shown in the bid as average road-user cost per day *(or other unit)* will be deducted from the contractor's payment for each unit of closure time, including Saturdays, Sundays and legal holidays more than the closure time bid *(or after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)* until such time as all lanes of *(ramp, lane, route, bridge* *)* are opened to traffic.

**7.3.2**  This deduction will be made as liquidated damages from any money due or to become due to the contractor under the contract. The contractor and surety shall be liable for any liquidated damages assessed in excess of any amount due the contractor.

**7.3.3** This deduction will continue until such time as all lanes of *(ramp(s), lane(s), route, bridge)* are open to traffic. Liquidated damages as described elsewhere in the contract will be assessed on any work, excluding construction of *(ramp(s), lane(s), route, bridge)*, if not complete by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**7.4** **Credit for Completion of Work Ahead of Time.** If the contractor completes all work required and has all lanes of traffic opened on *(ramp(s), lane(s), route, bridge)* in less than the closure time specified by the bidder, the amount shown in the bid as average road-user cost per day *(or other unit)* will be added to the contractor's payment for each unit of closure time, including Saturdays, Sundays and legal holidays less than the closure time specified in the bid.

**7.4.1** Computation of this payment will begin on the first full unit of closure time that all lanes of *(ramp(s), lane(s), route, bridge)* are opened to traffic. This credit will be added to the amount of money due or to become due the contractor under the contract. The total amount of this credit shall not exceed ten percent of the original contract amount.

**7.4.2** An extension of the closure time may be granted for changes in the work as specified in Sec 104.3 or for excusable, noncompensable and compensable delays as specified in Sec 108.14 only to the extent, as determined by the engineer, they actually affect the then major item of work or the critical path of the work.

**7.4.3** In the event of an excusable delay, an extenstion of the closure time specified by the bidder will not be made for determining any liquidated savings or incentive payment. Further, in the event of an excusable delay, if the contractor completes the work within the closure time specified by the bidder, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

**8.0**  **Measurement and Payment.** Sec 109.2 is supplemented by the following:

**8.1** **Scope of Payment.** The average daily *(or other unit)* road-user cost, shown in the bid, will be used only for bid comparisons and as a deduction from money due the contractor in accordance with section 7.3, "Liquidated Damages for Failure or Delay in Completing Work on Time", or as a credit for additional money due the contractor in accordance with section 7.4, "Credit for Completion of Work Ahead of Time", and for no other purpose.