

COST PLUS TIME BIDDING**Cost Plus Time (A + B) Bidding Special Provisions**

Revise Sections 102 and 108 of the Standard Specifications for this project as follows:

Add subsection 102.11:

102.11 Cost Plus Time Bidding. A special bidding procedure will be used to determine the successful bidder for this project. This procedure takes into account the price offerings from the bidder and the time the bidder intends to take to complete the work.

The contractor shall complete all of the work necessary to *[enter requirements for work completion]* on this contract prior to 12:01 AM *[insert date]*, or within such extended time as may be allowed.

The completion time allowed for this contract is based on an expedited work schedule.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The work will be considered completed when it conforms to the Contract and has been accepted in accordance with subsection 109.7.

(a) Preparation of Proposal.

The bidder shall establish the number of calendar days that will be required to complete the work. The calendar day number shall be included in the bid proposal. This calendar day number multiplied by the daily cost shall be added to the total amount bid for the work items. The sum of these two amounts will be used to determine the lowest successful bidder according to the following formula:

$$(A) + (B \times \text{Road User Cost} / \text{Day}) = \text{Contractor's bid for evaluation of the lowest successful bidder}$$

Where:

A = Contractor's total bid for the work items

B = Number of calendar days required to complete the work.

Daily cost for this project = \$ *[insert amount]*

The above formula will be used solely for the purpose of determining the lowest successful bidder and will have no effect on the actual total bid cost for completing the work.

The total number of calendar days established by the bidder to complete the work shall not exceed *[insert number]* calendar days. Bids showing time for completion in excess of this amount will be considered non-responsive.

(b) Incentive/Disincentive Plan

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below. Under the incentive/disincentive plan discussed below, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

Early Completion of the Work Incentive.

If the Contractor completes the work in less than the total number of days bid, an incentive will be paid to the Contractor. This incentive (I) will equal the number of calendar days bid (B) minus the actual number of calendar days required to complete the work (C) multiplied by the daily cost.

$$I = (B - C) \times (\text{the daily cost})$$

Nationally, the maximum incentive is limited to 5 percent of the Contractor's total bid for the work items.

Historically, WisDOT has not exceeded 2.5 percent.

Late Completion of the Work Disincentive.

If the number of calendar days required to complete the work is in excess of the total number of calendar days bid, a disincentive will be deducted from payments made to the Contractor. This disincentive (D) will equal the actual number of calendar days required to complete the work (C) minus the number of calendar days bid (B) multiplied by the daily cost.

$$D = (C - B) \times (\text{the daily cost})$$

There is no limit on the maximum disincentive that will be deducted from payments made to the Contractor.

Add the following sentence to subsection 108.9.3:

The maximum number of calendar days allowed for completion of the Contract is the amount the successful bidder included in the bid proposal, as discussed above in 102.11(a).

Subsection 108.11, first paragraph, shall include the following:

These liquidated damages will be assessed in addition to disincentives for failure to complete the work in the time bid by the Contractor in accordance with subsection 102.11(b).

COST PLUS TIME BIDDING

Cost Plus Time (A + B1 + B2 + B3) Bidding Special Provisions

Revise Sections 102 and 108 of the Standard Specifications for this project as follows:

Add subsection 102.11:

102.11 Cost Plus Time Bidding. A special bidding procedure will be used to determine the successful bidder for this project. This procedure takes into account the price offerings from the bidder and the time the bidder intends to take to complete the work.

The contractor shall complete all of the work necessary to *[enter requirements for work completion]* on this contract prior to 12:01 AM *[insert date]*, or within such extended time as may be allowed.

The completion time allowed for this contract is based on an expedited work schedule.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The work will be considered completed when it conforms to the Contract and has been accepted in accordance with subsection 109.7.

(a) Preparation of Proposal.

The bidder shall establish the number of calendar days that will be required to complete the interim stages of the work. B1 is the time to complete the first stage of a project, B2 the second stage, and B3 the third stage. The calendar day numbers shall be included in the bid proposal. These calendar day numbers multiplied by the daily cost shall be added to the total amount bid for the work items. The sum of these two amounts will be used to determine the lowest successful bidder according to the following formula:

$(A) + ((B1 + B2 + B3) \times (\text{Road User Cost} / \text{Day})) = \text{Contractor's bid for evaluation of the lowest successful bidder}$

Where:

A = Contractor's total bid for the work items

B1 + B2 + B3 = Numbers of calendar days required to complete interim stages of the work.

Daily cost for this project = \$ *[insert amount]*

The above formula will be used solely for the purpose of determining the lowest successful bidder and will have no effect on the actual total bid cost for completing the work.

The total number of calendar days for completion of the interim stages established by the bidder shall not exceed *[insert number]* calendar days. Bids showing time for completion in excess of this amount will be considered non-responsive.

(b) Incentive/Disincentive Plan.

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below. Under the incentive/disincentive plan discussed below, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

Early Completion of the Work Incentive.

If the Contractor completes the work in less than the total number of days bid for the interim stages, an incentive will be paid to the Contractor. This incentive (I) will equal the number of calendar days bid (B) minus the actual number of calendar days required to complete the interim stages of work (C) multiplied by the daily cost.

$$I = (B - C) \times (\text{the daily cost})$$

The maximum incentive is limited to 5 percent of the Contractor's total bid for the work items.

Late Completion of the Work Disincentive.

If the number of calendar days required to complete the work is in excess of the total number of calendar days bid for the interim stages, a disincentive will be deducted from payments made to the Contractor. This disincentive (D) will equal the actual number of calendar days required to complete the interim stages of work (C) minus the number of calendar days bid (B) multiplied by the daily cost.

$$D = (C - B) \times (\text{the daily cost})$$

There is no limit on the maximum disincentive that will be deducted from payments made to the Contractor.

Add the following sentence to subsection 108.9.3:

The maximum number of calendar days allowed for completion of the Contract is the amount the successful bidder included in the bid proposal, as discussed above in 102.11(a).

Subsection 108.11, first paragraph, shall include the following:

These liquidated damages will be assessed in addition to disincentives for failure to complete the work in the time bid by the Contractor in accordance with subsection 102.11(b).

LANE RENTAL BIDDING

Cost Plus Time (A + Lane Rental) Bidding Special Provisions

Revise Sections 102 and 108 of the Standard Specifications for this project as follows:

Add subsection 102.11:

102.11 Cost Plus Time Bidding. A special bidding procedure will be used to determine the successful bidder for this project. A lane rental assessment fee is included as part of this contract. The bidder shall establish the number of times a lane must be closed to complete the work by using lane closures in accordance with the Plans and these Specifications and include this number in the bid proposal.

The number of lane rental credits allowed shall not exceed *[insert number]* of lane closures and shall not be less than \$ *[insert amount]* per lane closure.

The contractor shall complete all of the work necessary to *[enter requirements for work completion]* on this contract prior to 12:01 AM *[insert date]*, or within such extended time as may be allowed.

The completion time allowed for this contract is based on an expedited work schedule.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The work will be considered completed when it conforms to the Contract and has been accepted in accordance with subsection 109.7.

(a) Preparation of Proposal

The bidder shall establish the number of times a lane will be closed. This number will be multiplied by the lane rental assessment fee and added to the bid total determined from all other bid items. The sum of these two amounts will be used to determine the lowest successful bidder according to the following formula:

$(A) + (B \times \text{Lane Rental Assessment Fee} / \text{Day}) = \text{Contractor's bid for evaluation of the lowest successful bidder}$

Where:

A = Contractor's total bid for the work items

B = Number of lane rental times required to complete the work

Lane rental assessment fee for this project = \$ *[insert amount]*

The above formula will be used solely for the purpose of determining the lowest successful bidder and will have no effect on the actual total bid cost for completing the work.

If a bidder fails to establish the number of lane rental times, or if the bidder enters a number of lane rental times not within the range specified above, the maximum times shown above will be used for calculations to determine the lowest bid for award purposes. The product of lane rental times the lane rental assessment fee will not be considered in determining payment to the contractor except as described in this special provision.

(b) Incentive/Disincentive Plan

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below. Under the incentive/disincentive plan discussed below, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

Early Completion of the Work Incentive.

If the Contractor completes the work in less than the total number of lane rental times bid, an incentive will be

paid to the Contractor. This incentive (I) will equal the number of lane rental times bid (B) minus the actual number of lane rental times required to complete the work (C) multiplied by the lane rental assessment fee.

$$I = (B - C) \times (\text{the lane rental assessment fee})$$

The maximum incentive is limited to 5 percent of the Contractor's total bid for the work items.

Late Completion of the Work Disincentive.

If the number of lane rental times required to complete the work is in excess of the total number of lane rental times bid, a disincentive will be deducted from payments made to the Contractor. This disincentive (D) will equal the actual number of lane rental times required to complete the work (C) minus the number of calendar days bid (B) multiplied by the lane rental assessment fee.

$$D = (C - B) \times (\text{the lane rental assessment fee})$$

There is no limit on the maximum disincentive that will be deducted from payments made to the Contractor.

Add the following sentence to subsection 108.9.3:

The maximum number of lane rental times allowed for completion of the Contract is the amount the successful bidder included in the bid proposal, as discussed above in 102.11(a).

Subsection 108.11, first paragraph, shall include the following:

These liquidated damages will be assessed in addition to disincentives for failure to complete the work in the time bid by the Contractor in accordance with subsection 102.11(b).

COST PLUS TIME BIDDING**Cost Plus Time (Accelerated Bridge Construction) Bidding Special Provisions**

Revise Sections 102 and 108 of the Standard Specifications for this project as follows:

Add subsection 102.11:

102.11 Cost Plus Time Bidding. A special bidding procedure will be used to determine the successful bidder for this project. This procedure takes into account the price offerings from the bidder and the time the bidder intends to take to complete the work.

The contractor shall complete all of the work necessary to *[enter requirements for work completion]* on this contract prior to 12:01 AM *[insert date]*, or within such extended time as may be allowed.

The completion time allowed for this contract is based on an expedited work schedule. Due to the extreme hardship this project will have on the traveling public, the maximum time the bridge may be closed to traffic is severely limited. It is anticipated that this project will require pre-fabricated bridge elements and systems and state-of-the-art equipment and material technologies, with a potential of using various construction materials. It is possible that precast bridge elements will need to be moved using a self-propelled modular transporter (SPMT).

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The work will be considered completed when it conforms to the Contract and has been accepted in accordance with subsection 109.7.

(a) Preparation of Proposal

The bidder shall establish the number of calendar days that will be required to complete the work. The calendar day number shall be included in the bid proposal. This calendar day number multiplied by the daily cost shall be added to the total amount bid for the work items. The sum of these two amounts will be used to determine the lowest successful bidder according to the following formula:

$$(A) + (B \times \text{Road User Cost} / \text{Day}) = \text{Contractor's bid for evaluation of the lowest successful bidder}$$

Where:

A = Contractor's total bid for the work items

B = Number of calendar days required to complete the work.

Daily cost for this project = \$ *[insert amount]*

The above formula will be used solely for the purpose of determining the lowest successful bidder and will have no effect on the actual total bid cost for completing the work.

The total number of calendar days established by the bidder to complete the work shall not exceed *[insert number]* calendar days. Bids showing time for completion in excess of this amount will be considered non-responsive.

(b) Incentive/Disincentive Plan

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below. Under the incentive/disincentive plan discussed below, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

Early Completion of the Work Incentive.

If the Contractor completes the work in less than the total number of days bid, an incentive will be paid to the Contractor. This incentive (I) will equal the number of calendar days bid (B) minus the actual number of calendar days required to complete the work (C) multiplied by the daily cost.

$$I = (B - C) \times (\text{the daily cost})$$

Nationally, the maximum incentive is limited to 5 percent of the Contractor's total bid for the work items. Historically, WisDOT has not exceeded 2.5 percent.

Late Completion of the Work Disincentive.

If the number of calendar days required to complete the work is in excess of the total number of calendar days bid, a disincentive will be deducted from payments made to the Contractor. This disincentive (D) will equal the actual number of calendar days required to complete the work (C) minus the number of calendar days bid (B) multiplied by the daily cost.

$$D = (C - B) \times (\text{the daily cost})$$

There is no limit on the maximum disincentive that will be deducted from payments made to the Contractor.

Add the following sentence to subsection 108.9.3:

The maximum number of calendar days allowed for completion of the Contract is the amount the successful bidder included in the bid proposal, as discussed above in 102.11(a).

Subsection 108.11, first paragraph, shall include the following:

These liquidated damages will be assessed in addition to disincentives for failure to complete the work in the time bid by the Contractor in accordance with subsection 102.11(b).

Lane Rental Fee Assessment (Example for Simple Night Work):

1. Lane Rental Fee Assessment

A. General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

If you don't have another project in the vicinity of this project, the following paragraph may be deleted:

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B. Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item "Failing to Open Road to Traffic". The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.

Lane Rental (Example for Multiple Closure Situations):

1. Lane Rental Fee Assessment

A. General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

If you don't have another project in the vicinity of this project, the following paragraph may be deleted:

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B. Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- Night time- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments
- System Ramp- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments
- Service Ramp- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments
- Off Peak- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments
- On Peak- \$XXX per lane, per direction of travel, per hour broken into 15 minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.

"Enhanced" Liquidated Damages, Special Provision

Replace standard spec 108.11 paragraph (3) with the following:

The department will assess \$XXX in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

108-055 (20130615)

Incentive/Disincentive for *Interim* Completion of Work

1. Incentive/Disincentive for Interim Completion of Work, Item 108.3100.S.

A. General

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below.

The contractor shall complete all of the work necessary to XXX on this contract prior to 12:01 AM XXX.

The completion time allowed for this contract is based on an expedited work schedule.

Under this Incentive/Disincentive plan, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

The maximum incentive payment, as shown on the Schedule of Items, is for department accounting purposes. The actual incentive payment the contractor may receive shall be in accordance to section B of this provision.

Incentive payments will not be considered as part of the money value of the work completed for computing time extensions.

B. Incentive Payment

The contractor shall be entitled to an incentive payment for completion of all of the work necessary to XXX on this contract prior to 12:01 AM, XXX.

The incentive payment will be paid at the rate of \$XXX per calendar day, of completion prior to 12:01 AM XXX. The maximum amount of incentive payment cannot exceed \$XXX.

C. Disincentive Pay Reduction

Should the contractor fail to complete all of the work necessary to XXX under this contract prior to 12:01 AM, XXX, the contractor shall be liable to the department for a pay reduction in the amount of \$XXX per calendar day for each calendar day after 12:01 AM, XXX that work remains incomplete. An entire calendar day will be assessed for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.

D. Measurement and Payment

Incentive/Disincentive for interim Completion of Work will be measured by the calendar day and will be paid/assessed at the contract unit price per calendar day.

The unit price per day for an incentive pay adjustment will be compensation in full for completing the work as specified in section B of this provision.

The unit price per day for a disincentive pay reduction will be assessed for failing to complete all the work as specified in section C of this provision.

108-056

COMMENCEMENT AND COMPLETION OF WORK

Flexible Notice-to-Proceed Special Provisions

Supplement Section 108 of the Standard Specifications for this project as follows:

The Contractor shall select the date that contract time begins for this project, subject to the following conditions:

- (1) The earliest date shall be ♦.
- (2) The latest date shall be ♦.
- (3) The Contractor shall notify the Engineer, in writing, at least 30 days before the proposed beginning date. If the earlier date, as stated above, follows the award date by less than 30 days, the Contractor's written notice to the Engineer shall be at least 10 days before the proposed beginning date.
- (4) The date that contract time begins shall be subject to the Region Director's approval.

The Contractor shall complete all work under the contract, ▲ in accordance with the "Notice to Proceed."

If materials stockpiling begins before the beginning date, contract time will not be charged for the stockpiling effort. Stockpiling of materials before the beginning date is subject to the Engineer's approval. If such approval is given, stockpiled material may be paid for in accordance with Section 109.6.3.2.

Salient features to be shown on the Contractor's progress schedule are:

- (1) ♥
- (2) ♥
- (3) ♥
- (4) ♥

INSTRUCTIONS TO DESIGNERS (delete instructions and symbols from final draft):

- ♦ Insert dates
- ▲ Use "within __ working days" or "within __ calendar days" and specify number of days.
- ♥ List those salient features identified by the Region.