

Section 1113. Hourly Lane Rental (A + B Bidding with Incentive/Disincentive)

1113.01 GENERAL.

The determination of the low bidder involves a combination of the contract sum and the bidder's proposed time to complete the work designated as the A+B portion of this project. These specifications also describe lane rental procedures with incentive/disincentive under which the Contractor will be assessed a rental rate for each lane closure. Rental days will be used for bidding purposes; however, charging of rental time will be based on a rental hour.

1113.02 DEFINITION OF TERMS.

A. Rental Day.

For bidding purposes only, a rental day is equal to 24 rental hours. The bidder shall bid rental days in whole numbers.

B. Hourly Rental Rate.

1. The amount, as determined by the Contracting Authority and shown in the proposal form, which represents the average hourly cost of interference and inconvenience to the road user for each lane closure.
2. The proposal form may identify separate peak, non-peak, and shoulder rental rates. Unless otherwise stated in the contract documents, the peak rate will be between 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.; the non-peak rate will be all other hours. The shoulder rate will occur whenever a shoulder is closed.

C. Rental Hour.

Any 60 minute period or portion of a 60 minute period beginning at the time a lane or shoulder is closed by the Contractor's operation.

1113.03 PREPARATION OF PROPOSAL.

The bidder shall calculate the number of rental days from the number of rental hours they estimate using to complete the work required under the A+B portion of this project.

1113.04 CONSIDERATION OF BIDS.

A. Each bid submitted shall consist of two parts:

- (A) The contract sum.
- (B) Total number of rental days proposed by the bidder. The bidder shall enter the number of rental days on the proposal form.

B. The bid amount for award consideration will be determined by the following formula:

$(A) + [(B) \times (\text{Daily Road User Cost})] = \text{Bid amount for award consideration.}$

1113.05 CHARGING OF CONTRACT TIME.

- A. The proposal form will identify the portions (geographic section of traffic stage) of the project for which lane rental applies.
- B. The proposal form will also include working days to complete work not requiring a lane closure. These working days will be charged according to [Article 1108.02, D](#). The working days will be assessed based on a separate controlling operation for the items of work that do not require a lane closure.
- C. The Contractor shall record the time a lane or shoulder is closed, whether work is being performed or not. The Contractor shall submit to the Engineer, in writing, a log of lane closure activity. This report shall be submitted to the Engineer daily (reporting the previous days activities) and shall include station location (beginning and ending) of every closure, and hours of use (beginning time, ending time, and total hours per closure). This report shall also include a written statement of any objections to rental hours or rates charged.
- D. A lane closure will be identified as any of the following instances:

- Lane closure commencing with a taper or when access to a lane is denied continuing through the ending taper,
 - Access is denied to a turning lane (left or right), or
 - Ramp closure (does not include narrowing of a ramp where traffic is allowed access)
- E. Rental periods for multiple lane closures, both longitudinally and transversely, will be assessed simultaneously for each lane that is closed. Lane rental will not be charged for shoulder closures that are adjacent to lane closures. Turn lane closures will be counted when a turn lane is not available to turning traffic. When a ramp is closed, each lane closed on the ramp will be assessed independently. Rental periods for shoulder closures will be assessed independent of lane closures.

1113.06 LANE RENTAL PAYMENT OR ASSESSMENT.

Lane rental payment or assessment will be as follows:

A. Incentive Payment.

The Contractor will be paid an amount equal to the hourly rental rate multiplied by the time remaining if the time used is less than the time bid. Maximum incentive payment will not exceed the amount specified on the proposal form. If not shown, there will be no maximum amount for incentive payment. Incentive payments will be made in accordance with Article 1109.09.

B. Disincentive Assessment.

The Contractor will be assessed an amount equal to the hourly rental rate multiplied by the time used that is in excess of the time bid. There will be no maximum amount for disincentive assessment

1113.07 CONSIDERATION FOR EXTRA WORK OR DELAYS DURING LANE RENTAL CHARGES.

A. Lane Rental by Hour.

No consideration for additional time will be considered for the first 10 consecutive hours of delay for each extraordinary circumstance. The Contractor will be responsible for obtaining necessary weather forecasts prior to the lane or shoulder closure.

B. Additional Time.

Additional time will be given by the Engineer for extra work, overruns of contract items, or extraordinary circumstances meeting the following requirements:

1. Approved extra work or overruns of contract items that extend the duration of the closure shall be documented and included in the critical path of the project. The revised critical path diagram shall be submitted to the Engineer for approval.
2. Non-weather related extraordinary circumstances that delay the Contractor during the lane closure shall be documented by the Contractor and a written request for additional closure time shall be submitted to the Engineer within 72 hours of the beginning of the delay. The Engineer will approve or deny all requests for additional closure time resulting from non-weather related extraordinary circumstances. Non-weather related extraordinary circumstances will be limited to the following:
 - a. **Strikes.**
Strikes which are not directed against the Contractor.
 - b. **Legal Stoppages.**
Legal Stoppages will be allowed if they result from legal action against the Contracting Authority or against the Contractor if not based on a specification violation.
 - c. **Late Delivery of Material.**
Procurement of material for a project is the sole responsibility of the Contractor. Late delivery will be considered an extraordinary circumstance only when the Contractor can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:
 - 1) A nationwide shortage; or
 - 2) An industry wide strike; or
 - 3) Transportation strike which delays the delivery of material; or
 - 4) Delays due to a change in material commitments when caused by a Federal emergency or order.

d. Natural Disaster.

A suspension order may be issued on any project in a declared disaster area, if the disaster causes conditions that do not allow productive work.

3. Adverse weather related extraordinary circumstances including rain, snow, wind, flood, and the results thereof, such as inaccessibility or non-workability of materials, is only considered as extraordinary circumstance if the Contractor is ready to work on the contract and the adverse weather conditions do not allow productive work on the critical path. Adverse weather that delays the Contractor during the lane closure shall be documented by the Contractor and a written request for additional closure time shall be submitted to the Engineer within 72 hours of the beginning of the delay.