

8-13.1 INCENTIVE – DISINCENTIVE – FOR DETOUR RENTAL AND MEDIAN OPENING CLOSING RENTAL

(REV 9-25-03) (FA 12-24-03) (7-04)

SECTION 8 is expanded by the following:

The Authority desires to minimize the inconvenience to the traveling public by reducing the amount of time during which the Contractor implements detours as permitted by the Contract. In order to achieve this, an incentive - disincentive provision for Detour Rental and Median Opening Closing Rental is established for the Contract. The total incentive payment shall not exceed \$ 1,000,000.00. The total disincentive payment deduction shall not exceed \$ 1,000,000.00. The total disincentive deduction will be based on the actual Detour and Median Opening Closure Rentals implemented, as determined by the Engineer, less the total allowable number of Detour Rentals as established by the Contractor as part of their written proposal under the Maintenance of Traffic section.

For the purposes of this Sub article, the following definitions will apply:

Detour Rental: The time period during which the Contractor implements a full closure and detour of Gandy Blvd., a detour for the closure of northbound or southbound Dale Mabry Highway or a full closure of Dale Mabry Highway, a detour for the closure of the northbound or southbound Leroy Selmon Expressway or a full closure of the Leroy Selmon Expressway, detours for the closure of the Leroy Selmon Expressway on or off ramps. The total allowable number of Detour Rental operations will be established by the Contractor as part of their written technical proposal under the Maintenance of Traffic section. The Engineer, at his sole discretion, will determine the total number of Detour Rentals used by the Contractor.

If the Contractor uses fewer Detour Rentals than the total allowable number of Detour Rentals, the Authority will pay the Contractor an incentive payment in the amount of \$30,000.00 for every Detour Rental less than the total allowable number of Detour Rentals established for this Contract. If the Contractor uses more Detour Rentals than the total allowable number of Detour Rentals, the Authority will make a disincentive deduction in the amount of \$30,000.00 for every Detour Rental more than the allowable number of Detour Rentals established for this Contract, from funds otherwise due the Contractor.

Median Opening Closure Rental: The time period during which the Contractor implements a full existing median opening closing, including signalized intersections, on Gandy Boulevard. Any Gandy Boulevard median opening closings within one permitted Lane Closure / Detour period (one night) will be considered as one Median Opening Closing rental. The total allowable number of Median Opening Closings will be established by the Contractor as part of their written technical proposal under the Maintenance of Traffic section. The Engineer, at his sole discretion, will determine the total number of Median Opening Closings used by the Contractor.

If the Contractor uses fewer Median Opening Closings than the total allowable number of Median Opening Closing Rentals, the Authority will pay the Contractor an incentive payment in the amount of \$ 10,000.00 for every Median Opening Closing Rental less than the total allowable number of Median Opening Closing Rentals established for this Contract. If the Contractor uses more Median Opening Closing Rentals than the total allowable number of Median Opening Closing Rentals, the Authority will make a disincentive deduction in the amount of \$ 10,000.00 for every Median Opening Closing Rental more than the allowable number of Median Opening Closing Rentals established for this Contract, from funds otherwise due the Contractor.

Notwithstanding any incentive payments or any disincentive deductions related to the total allowable number of Detour Rentals, a damage recovery/user cost will be assessed against the Contractor if all detours or median opening closings are not removed during the time periods identified in the Contract. Costs will be assessed beginning at applicable times indicated in the Contract and continue until all lanes and median opening closures are open as recorded by the Engineer. This assessment will be per Damage Recovery (SP0081300).

At the sole discretion of the Engineer, damage recovery/user costs will not be assessed for failure to remove detours if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Authority will have the right to apply as payment on such damages any money which is due to the Contractor by the Authority.