

## EARLY COMPLETION INCENTIVE/DISINCENTIVE

The **Early Completion** date for this project is **July 13, 2016**. The Department will pay an incentive of **\$700** per calendar day the project meets the **Early Completion** requirements on or before **July 13, 2016**. The incentive is capped at **\$21,000**. Delays resulting from weather, the Contractor's actions, or actions of others within the Contractors' control or influence will not be considered grounds to extend this date.

- **Early Completion** – is defined as completing all work as detailed in the plans and specifications to the Department's satisfaction, including, but not limited to, punch list, seeding, landscaping, and signal burn-in.

If the Contractor does not achieve Final Completion on or before **August 12, 2016**, the Department will assess a disincentive in the amount of **\$47** for each calendar day, including Sundays and Holidays, that the project does not meet the requirements of final completion as defined herein.

The disincentive will be assessed, not as a penalty, but as liquidated damages for the cost of the Contractor's delay in early completion of construction operations on roadway users. The disincentive amount is based on daily road user costs, which are defined as representing the average daily cost of interference and inconvenience to the road user and scheduled recreational activities.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, the Contract Documents, the Specifications, or this Special Provision, and assessed by the Department against the Contractor on the grounds that such disincentives are void as penalties or are not reasonably related to actual damages.

Any liquidated damages assessed in accordance with Section 108.06 of the Specifications will be in addition to the disincentive specified herein.

These incentives/disincentives are established in order to minimize the impact of construction operations on roadway users.

The Contractor shall declare in writing, at the time of the Baseline Progress Schedule submission, its intended completion date for each applicable Contract milestone. The Contractor shall also identify in the Baseline Progress Schedule, each applicable milestone activity with a date equal to the latter of the Contract specified completion date for the maximum incentive allowed in the Contract or the Contractor's proposed completion date.

For each milestone, the Contractor shall designate the critical path activities, as reflected on the Baseline Progress Schedule. For the purposes of this Specification, critical path is the longest series of logically sequenced activities from start to finish that defines the overall time to complete a milestone or the project, as applicable.

In the event of an excusable delay for which the Contractor is seeking a time extension, the Contractor shall submit a Schedule Impact Analysis (SIA) using *Contemporaneous Methodology* to substantiate its request for a time extension, according to Section 108.04 of the Specifications. The Engineer will evaluate the Contractor's request based on the critical path and available total float. Total float is the number of working days that an activity can be delayed before it delays a related interim milestone or the project. Total float shall be calculated relative to the latter of the Contract specified early completion date for the maximum incentive allowed in the Contract or the Contractor's proposed completion date, as reflected on the Baseline Progress Schedule.