EARLY COMPLETION INCENTIVE ONLY

The following terms are defined for this Specification only:

- **Early Completion** is defined as completing all of the Work as detailed in the Plans and Specifications to the Department's satisfaction for Final Acceptance, including, but not limited to, punch list, seeding, landscaping, and signal burn-in before the Completion Date.

- **Maximum Incentive Date** is latest date the Work must be completed such that the Contractor receives the maximum possible incentive.

- **Total Float** is the number of working days that an activity can be delayed before it delays a related contract interim milestone or the Project, as applicable.

The Department will pay an incentive of **$Provide amount** per Calendar Day the Contractor achieves the Early Completion requirements before the Completion Date. The incentive is capped at **$Provide Amount**, if the Early Completion requirements are met on or before the Maximum Incentive Date. Delays resulting from weather, the Contractor's actions, or actions of others within the Contractors' control or influence will not be considered grounds to modify the Maximum Incentive Date.

Liquidated damages will be assessed in accordance with Section 108.06 of the Specifications if the Work continues past the Completion Date.

The Contractor shall declare in writing, at the time of the Baseline Progress Schedule submission, its intended date for completion of the Work. The Contractor shall designate the Critical Path activities driving the Early Completion Date, as reflected on the Baseline Progress Schedule. The Contractor shall also identify, in the Baseline Progress Schedule, each applicable milestone activity, as defined herein, which includes, but is not limited to: the Maximum Incentive Date and the date the Contractor expects to achieve Early Completion.

If the Contractor determines it may have experienced an excusable delay, it may seek a time extension in accordance with Section 108.04 by submitting a request that includes a Schedule Impact Analysis (SIA) conforming to Section 108.03. The Engineer will evaluate the Contractor's request and SIA based on the critical path and available Total Float. Total Float shall be calculated according to Section 108.03 or the Progress Schedule Special Provision.

5-18-16 (SPCN)

INTERIM COMPLETION INCENTIVE/DISINCENTIVE

The following terms are defined for this specification only:

- **Interim Completion** is defined as completing all work as detailed herein. The following work must be completed for Interim Completion: ****Define project segment or portion of work to be completed****

- **Interim Completion Date** is the date on or before which all work required for Interim Completion must be completed such that the Contractor receives an incentive. Otherwise, a disincentive is assessed each day thereafter the Interim Completion requirements are not met.

- **Maximum Incentive Date** is the latest date Interim Completion must be achieved such that the Contractor receives the maximum possible incentive, if provided herein.

- **Total Float** is the number of working days that an activity can be delayed before it delays a related contract interim milestone or the project, as applicable.

The Interim Completion Date is **** Month dd, yyyy ****. The Department will pay an incentive of **$Provide amount** per Calendar Day the Contractor achieves the Interim Completion requirements before the Interim Completion Date. The incentive is capped at **$Provide Amount**, if the Completion requirements are met on or before the Maximum Incentive Date. Delays resulting from weather, the Contractor's actions, or actions of others within the Contractors' control or influence will not be considered grounds to modify the Maximum Incentive Date or Interim Completion Date, as applicable. The incentive will be paid as part of the next payment following Interim Completion due to the Contractor by the Department.

If the Contractor does not achieve Interim Completion on or before the Interim Completion Date, the Department will assess a disincentive in the amount of **$Provide amount** for each Calendar Day after the Interim Completion Date, including Sundays and Holidays, that the Contractor does not achieve Interim Completion as defined herein.

The disincentive will be assessed, not as a penalty, but as agreed compensation for damages resulting from the Contractor's delay. The disincentive amount is calculated based on Department related traffic control and maintenance costs, detour costs, and daily road user costs, as applicable.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, 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.

The Contractor shall declare in writing, at the time of the Baseline Progress Schedule submission, its intended date for Interim Completion. The Contractor shall designate the Critical Path activities driving the Interim Completion Date, as reflected on the Baseline Progress Schedule. The Contractor shall also identify in the Baseline Progress Schedule, each applicable milestone activity, as defined herein, which includes, but is not limited to: the Maximum Incentive Date, the Interim Completion Date, and the date the Contractor expects to achieve Interim Completion.

If the Contractor determines it may have experienced an excusable delay, it may seek a time extension in accordance with Section 108.04 by submitting a request that includes a Schedule

Impact Analysis (SIA) conforming to Section 108.03. The Engineer will evaluate the Contractor's request and SIA based on the Critical Path and available Total Float. Total Float shall be calculated according to Section 108.03 or the Progress Schedule Special Provision.

5-18-16 (SPCN)

SUBSTANTIAL COMPLETION INCENTIVE/DISINCENTIVE

The following terms are defined for this specification only:

- **Substantial Completion** is defined as completing all work necessary to sufficiently complete the project to a point such that it can be safely and effectively used by the public or the Department for the purposes intended without delays, disruption, further lane closures, or other impediments and only clean up and Work of a minor nature, as agreed to by the Engineer, remains to be finished.

- **Substantial Completion Date** is the date on or before which all work required for Substantial Completion must be completed such that the Contractor receives an incentive. Otherwise, a disincentive is assessed each day thereafter the Substantial Completion requirements are not met.

- **Maximum Incentive Date** is the latest date Substantial Completion must be achieved such that the Contractor receives the maximum possible incentive.

- **Total Float** is the number of working days that an activity can be delayed before it delays a related contract interim milestone or the project, as applicable.

The Substantial Completion Date for this project is ****Month dd, yyyy****. The Department will pay an incentive of **$Provide amount** per Calendar Day the Contractor achieves the Substantial Completion requirements before the Substantial Completion Date. The incentive is capped at **$Provide Amount**, if the Substantial Completion requirements are met on or before the Maximum Incentive Date. Delays resulting from weather, the Contractor's actions, or actions of others within the Contractors' control or influence will not be considered grounds to modify the Maximum Incentive Date or Substantial Completion Date, as applicable. The incentive will be paid as part of the next payment due to the Contractor by the Department.

If the Contractor does not achieve Substantial Completion on or before the Substantial Completion Date, the Department will assess a disincentive of **$Provide amount** per Calendar Day after the Substantial Completion Date that the Contractor does not achieve Substantial Completion, including Sundays and Holidays.

The disincentive will be assessed, not as a penalty, but as agreed compensation for damages resulting from the Contractor's delay. The disincentive amount is calculated based on Department related traffic control and maintenance costs, detour costs, and daily road user costs, as applicable.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, 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.

The Contractor shall declare in writing, at the time of the Baseline Progress Schedule submission, its intended date for completion of the Work. The Contractor shall designate the Critical Path activities driving the Substantial Completion Date, as reflected on the Baseline Progress Schedule. The Contractor shall also identify in the Baseline Progress Schedule, each applicable milestone activity, as defined herein, which includes, but is not limited to: the Maximum Incentive Date, the Substantial Completion Date, and the date the Contractor expects to achieve Substantial Completion.

If the Contractor determines it may have experienced an excusable delay, it may seek a time extension in accordance with Section 108.04 by submitting a request that includes a Schedule Impact Analysis (SIA) conforming to Section 108.03. The Engineer will evaluate the Contractor's request and SIA based on the Critical Path and available Total Float. Total Float shall be calculated according to Section 108.03 or the Progress Schedule Special Provision.

5-18-16 (SPCN)

S100DD0-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
DUAL DATE CONTRACT PROJECTS

January 14, 2008

SECTION 102.05—PREPARATION OF BID of the Specifications is amended to include the following:

The bidder's attention is directed to the consecutive calendar day and the "no later than" fixed completion dates set forth in the Proposal.

SECTION 103.06—CONTRACT DOCUMENTS of the Specifications is amended to include the following:

The lowest successful bidder may schedule and perform work identified in this proposal at any time within the time limits set forth on Form C-7DD in the proposal. Prior to contract execution, the lowest successful Bidder shall indicate on the Form C-7DD provided by the Department for execution of the Contract, his selected start date for the Work, and, using the number of consecutive calendar days stated in the Proposal, the Department will determine the fixed date for completion and acceptance of the Work. In no case shall the Bidder's determined fixed completion date be beyond the Department's "no later than" fixed completion date set forth in the Proposal.

Once selected, the Contractor's selected start date and determined fixed completion date for the project will be binding.

SECTION 105—CONTROL OF WORK of the Specifications is amended as follows:

Section 105.01—Notice to Proceed is replaced with the following:

For the purposes of this Contract the date the Contractor selects to start the Work will be the Notice to Proceed date. If the Contractor fails to select a start date that is before a date equal to the "no later than" fixed completion date minus the calendar days stated in the Proposal, the Contractor's Notice to Proceed date will automatically become the date resulting from subtracting the consecutive calendar days from the "no later than" fixed completion date stated in the Proposal. In no case shall work begin before the Department executes the Contract.

Section 105.05—Character of Workers, Work Methods, and Equipment is amended to add the following:

The Contractor shall provide the Engineer a list of all equipment available for use on the Contract. The make, model, size, capacity, and year of manufacture shall be listed for each piece of equipment. The list shall be provided at the pre-construction conference or no later than one week prior to the first estimate and shall be updated as changes occur but at least once a month.

SECTION 108—PROSECUTION AND PROGRESS OF WORK of the Specifications is amended as follows:

Section 108.01—Prosecution of Work is amended to replace the first paragraph with the following:

The Contractor shall begin work on his selected start date or no later than 15 consecutive calendar days after his selected start date. Once started, work on this Contract shall be continuously prosecuted and completed no later than the Contractor's determined fixed completion date.

Section 108.04—Determination and Extension of Contract Time Limit is replaced with the following:

No request for an extension of time will be considered that is based on any claim that the time limit as originally established by the Department was inadequate nor will the Department's granting or denying the Contractor's request for an extension of time relieve the Contractor of his responsibility to perform the Work in accordance with the scope and requirements of the Contract unless specifically addressed as an authorized change to the Contract.

If the satisfactory fulfillment of the Contract with extensions and increases authorized in accordance with the requirements of Sections 104.02 and 104.03 of the Specifications requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request. Where the Engineer determines such additional time is warranted, the amount of additional time as well as the additional quantities involved shall be specifically identified in the authorized change order to the Contract.

The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of and without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to normal weather conditions or conditions resulting from normal weather.

During prosecution of the work, the Contractor shall identify the causes for any delays attributable to conditions he deems to be beyond his control and shall identify the particular construction operations affected, their criticality to project milestones or overall contract completion, and the significant dates that encompass the periods of delay. The Contractor shall furnish all such information necessary for the Department to make an adequate evaluation of any claim received from the Contractor for an extension of the contract time limit within three days of experiencing such a delay.

Section 108.07—Default of Contract is amended to replace (a) in the first paragraph with the following:

(a) fails to begin the work under the Contract within 15 consecutive calendar days after the Contractor's selected start date for this Contract.