

Special Provision to Item 8

Prosecution and Progress



For this project, Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

This item is supplemented by the following:

- 9. Incentives Using Specified Rate or Disincentives Using Specified Rate.** The application of incentives and disincentives is as follows:
- Incentives for substantial completion of work are described in project milestones as shown on the plans. The rate and time charges used for calculating each milestone incentive will be as shown on the plans.
 - Disincentives for failure to substantially complete work are described in project milestones as shown on the plans. The rate and time charges used for calculating each milestone disincentive will be as shown on the plans.
 - Substantial Completion of Work – Is defined as the date when work for a specified milestone is complete and all conditions for the end of the milestone, as described on the plans, have been met.
 - For this contract, the Specified Rate will be based on Road User Costs (RUC) or daily railroad flagging rates, depending on the location of the work described in each milestone.

Time charges for the completion of incentives and disincentives will be as shown on the plans for each milestone described. Time charges will not be adjusted for weather, weekends, holidays, or suspension of contract time. However, time charges for milestones may be adjusted by the Engineer when:

- the Department makes changes to the project, such as extension of limits or changes in scope, that affect the duration completion of a milestone;
- delays occur due to unadjusted utilities or unclear right-of-way or railroad issues when clearance is not the responsibility of the Contractor; or
- catastrophic events occur, such as a declared state of emergency or natural disaster, if the event directly affects the Contractor's prosecution of the work.

Time charge adjustments will be made in accordance with the schedule required to meet Article 8.1 "Prosecution of Work," Article 8.5 "Project Schedules," the proposal, and the plans.

- 9.1. Incentives.** When shown on the plans and in accordance with the Contract, the Department will pay an incentive for completion of work within the specified time period as described in each individual milestone. The amount of credit will be calculated based on the unit rate and applicable time charges at the time the work described in the milestone has been substantially completed. The credit will be added to money due or to become due to the Contractor.
- 9.2. Disincentives.** When shown on the plans and in accordance with the contract, failure to substantially complete the work within the timeframe described in the milestone will result in the assessment of disincentives at the rate specified for each additional day required for substantial completion of the milestone. The disincentive deductions will be in addition to any Contract administration liquidated damages, in accordance with Article 8.6, "Failure to Complete Work on Time." The amount of the disincentive will be deducted from the money due or to become due to the Contractor. The disincentives will be assessed not as a penalty, but for added expense incurred by the traveling public and the Department.

10. Lane Use Rental Fees

- 10.1.** Fees will be assessed to the Contractor for each lane closed at locations and rates described on the plans.

10.1.1. For this Contract, the following definitions will apply:

- **Hour** – Any continuous 60 min. period or portion of a continuous 60 min. period beginning at that point when a lane(s) is closed or obstructed by the Contractor's operations.
- **Assessment Fee** – The amount shown on the plans, representing the average hourly cost of interference and inconvenience to the road user for each lane closed or obstructed.
- **Lane Closure or Obstruction** – When the Contractor's operations result in a useable lane-width of the travelway or shoulder is less than that specified in the plan documents.

10.1.2 **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the duration of lane closures or obstructions for calculating the assessment fee. The assessment fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public and the Department.