

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. MILESTONE INCENTIVES AND DISINCENTIVES

9.1. **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 – 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 average revenue generated by the specific section of park closed for the work described in each milestone. The average revenue will be calculated over the previous five years for the period covered by the 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 of a milestone;
- delays occur due to unadjusted utilities 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.

9.2. **Incentives.** When shown on the plans and in accordance with the Contract, the Department will pay an incentive for substantial 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.

9.3. **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, the Department and the Texas Parks and Wildlife Department.