GUIDELINES: THIS SPECIAL PROVISION COPIED NOTE IS WRITTEN AGAINST THE 2016 VDOT SPECIFICATIONS BOOK.

**EARLY COMPLETION INCENTIVE/DISINCENTIVE**

The following terms are defined for this Specification only:

* **Early Completion** is defined as completing 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 project must be completed 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 Work, as applicable.

The Department will pay an incentive of **$Provide amount** per Calendar Day the project meets the Early Completion requirements before the Completion Date. The incentive is capped at **$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 extend the Maximum Incentive Date.

If the Contractor does not achieve Early Completion on or before the Completion Date, the Department will assess a disincentive in the amount of **$Provide amount** for each Calendar Day after the Completion Date, including Sundays and Holidays, that the Contractor does not meet the requirements of Early 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 in completion of construction operations on the Department and road users. 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 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 which 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 relative to the later of the Maximum Incentive Date or the Contractor’s proposed completion date for Early Completion, as applicable and as reflected on the Baseline Progress Schedule.

4-27-15 (SPCN)