



Iowa Department of Transportation

SPECIAL PROVISIONS

FOR

INCENTIVE / DISINCENTIVE

Linn County

Project Numbers

NHSX-100-1(59)--3H-57 and

ESP-100-1(61)--2S-57

Effective Date

October 20, 2009

THE STANDARD SPECIFICATIONS, SERIES OF 2009, ARE AMENDED BY THE  
FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL  
PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD  
SPECIFICATIONS

## **DESCRIPTION**

This Special Provision replaces Section 1111 Incentive/Disincentive for Early Completion in the Standard Specifications.

### **1111.01 GENERAL**

Unless otherwise specified elsewhere, section references in this specification are to the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Current Edition.

This Special Provision defines Incentive/Disincentive provisions for early project completion based on specified completion dates.

### **1111.02 DEFINITIONS**

#### **A. I/D Daily Rate.**

The I/D Daily Rate is the incentive or disincentive dollar amount per calendar day assigned by the Contracting Authority that will be applied to the contract for incentive payment or disincentive assessment. This I/D Daily Rate is the average daily road user cost for the project determined by the Contracting Authority.

#### **B. Completion.**

Completion of work items, for the purposes of determining the calendar days charged for incentive payment or disincentive assessment, shall be defined as follows:

1. Traffic must have complete use of the roadways, shoulder to shoulder, with no delays or one way traffic and no obstructions except for signs warning of construction work ahead.
2. The remaining work to be completed is confined to the areas outside the shoulder edge.
3. Only minor work is left for completion such as clean up or erosion control work if it is a small item, not part of an erosion control contract, and the erosion control work is completed during the first available seeding period.
4. The remaining work is completed without excessive delay on the part of the Contractor.

### **1111.03 CONSIDERATION FOR EXTRA WORK OR DELAYS**

The duration of the project will be subject to calendar completion dates. Time or date extensions will not be given during the project.

Additional time may be added when approved by the Engineer for extra work, overruns of contract items, or extraordinary circumstances.

**A.** Approved extra work or overruns of contract items that will delay the Contractor must be documented and included in the critical path of the project on a revised critical path diagram which is subject to the approval of the Engineer. A project time extension may be added for each additional day caused by the approved extra work or overruns of contract items as shown on the revised critical path diagram and approved by the Engineer.

**B.** Non-weather related extraordinary circumstances that delay the Contractor during the controlling work item must be documented by the Contractor and a written request for additional time must be submitted to the Engineer within 10 calendar days of the beginning of the delay. The Engineer will approve or deny all requests for additional time resulting from non-weather related extraordinary circumstances.

Non-weather related extraordinary circumstances shall be limited to the following:

**1. Strikes.**

Strikes which are not directed against the Contractor.

**2. Legal Stoppages.**

Legal Stoppages will be allowed if they result from legal action against the Contracting Authority or against the Contractor if not based on a specification violation.

**3. Late Delivery of Material.**

Procurement of material for a project is the sole responsibility of the Contractor. Late delivery will be considered an extraordinary circumstance only when the Contractor can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:

- a) A nationwide shortage; or
- b) An industry wide strike; or
- c) Transportation strike which delays the delivery of material; or
- d) Delays due to a change in material commitments when caused by a Federal emergency or order.

**4. Natural Disaster.**

A suspension order may be issued on any project in a declared disaster area, if the disaster causes conditions that do not allow productive work.

**1111.04 LIQUIDATED DAMAGES**

The standard liquidated damages rates will not be assessed in addition to disincentives.

**1111.05 I/D PAYMENT OR ASSESSMENT**

**A. Incentive Payment**

For the number of calendar days remaining after completion of the project, the Contractor will be paid the I/D daily rate as an incentive payment. Maximum incentive payment will not exceed the amount shown on the proposal. Incentive payments will be made in accordance with Article 1109.09.

**B. Disincentive Payment**

For the number of calendar days used to complete the project work in excess of the completion dates, the Contractor will be assessed the I/D daily rate. There will be no maximum amount for the disincentive assessment. Disincentive will be assessed at the time of monthly pay applications that cover any period during which allowable date was exceeded.