**Special Note for Completion Date & Liquidated Damages**

Instructions:

* Modify information highlighted in yellow to project-specific information.
* Delete instructions/choices in red.
1. **COMPLETION DATE**

Choose one of the following:

* (Option 1) if an ultimate fixed completion date is set with a determined per hour late fee.
* (Option 2) if a milestone completion date and an ultimate fixed completion date are set with a determined per hour late fee, or,
* (Option 3) if contractor has the option of selecting the start date within a specific construction season.

(Option 1)

The ultimate fixed completion date for this project will be Date (verify with Project Team). Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

(Option 2 with milestone completion date)

There is a fixed milestone completion date of *DATE* (verify with Project Team), in which *describe work that must be completed by milestone completion date* (e.g. all work, except installation of the proposed mast arm signals, all asphalt work, etc.) must be complete. The ultimate fixed completion date to have all work completed, including *describe work* (e.g. the installation of the mast arm signals) shall be *DATE* (verify with Project Team). Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

(Option 3)

All work in this Contract is to be completed in the Year construction season by August 31, 2021 or before. The Contractor will have the option of selecting the starting date for the work proposed within this Contract. Once a starting date is selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. Once work begins, all work shall be completed and all traffic control devices removed within a maximum of 10 calendar/working days (verify with project team the length of time the contractor will have once he/she begins work, as well as weather we want to use calendar days or working days). Contrary to Section 108.07.03, the Engineer will begin charging calendar days for this project on the day the Contractor starts work or sets up traffic control.

1. **LIQUIDATED DAMAGES**

If you chose Option 1 or 2 for completion date, include:

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of **$1,000** (verify with Project Team) per hour for each hour, or fraction of an hour, for any and all lane closures and/or road closures (delete “and/or road closures” if we do not have any road closures) that are in place beyond the time frame(s) noted in the Traffic Control Plan and approved by the Engineer.

Contrary to Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

If you chose Option 3 for completion date, include:

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of **$1000** (verify with Project Team) per day for each day, or fraction of a day, if either the 10 calendar/working days or the August 31, 2021 (update to match the # of calendar/working days and completion date listed above) date is exceeded. All construction must be completed in accordance with any and all applicable weather limitations listed in the Standard Specifications. As such, the Contractor is advised to select a starting date based on a favorable weather forecast.

NOTE: At the sole discretion of the Engineer, all, or part, of these Liquidated Damages may be waived due to unforeseen circumstances, such as unexpected weather.

If the projects has tree removal (no matter if it’s a bid item or if it’s tree removal that is incidental to Site Prep – for example, if trees have to be removed to facility a pipe extension), include the following and update the highlighted specifics based on the programmatic agreement used to for clearance of bats. Otherwise, delete this paragraph:

Trees and/or bushes that are 5 inches or greater (diameter at breast height) shall not be cut or trimmed between May 15th and July 31st. Any trees and/or bushes that are cut or trimmed between May 15th and July 31st will NOT receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of **$477 (Fall 2024 price, HSIP staff will calculate & verify using Imperiled Bat CMOA fee worksheet that DEA Biologist prepares – fees are updated every Fall!)** per affected tree. Activities that are a part of this contract that do not involve the initial trimming and/or cutting of trees and/or bushes will be permitted under the ultimate fixed completion date.

Always include the following:

Contrary to Section 108.09, Liquidated Damages will be assessed for the months of December through March.

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.