

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Work under Contract 1-2024 will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 27, 2024.

B. Work under Contract 2-2024 will be substantially complete and will be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 30, 2024.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1–Contract 1-2024	July 8, 2024
Milestone 1–Contract 2-2024	60 calendar days

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion and Ready for Final Payment: CONTRACTOR shall pay OWNER \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is completed and ready for final payment. This amount is comprised of \$1,000 per day for engineering, construction administration services, and construction observation services, and \$200 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Milestones: CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.03.A.1 will apply, rather than the Milestone rate.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.