it shall be construed to mean the "Commission" or the "Chief Engineer" of the Commission, as set forth in the definitions of the Standard Conditions.

SP 103 **CONSTRUCTION PHASING AND TIME OF COMPLETION**
(12/06/2017)

The Work shall be performed and completed in its entirely in strict accordance with the Plans, Specifications, Special Provisions and other Contract Documents as follows:

A. Notice to Proceed (NTP): The Commission will issue the Contractor the Notice to Proceed (NTP) by the Chief Engineer after the Contract is fully executed. Upon receipt of the NTP, the Contractor shall begin performance of preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

B. Baseline Construction Schedule: The Baseline Construction Schedule for this Project shall be submitted and acceptable prior to the Contractor performing the Work in accordance with General Condition Articles 4.2 and 4.3 and SP 120A or SP 120B to the extent made applicable through incorporation in the Contract Documents. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2. Mobilization on the site shall signify the beginning of the Work.

C. 2022 Construction Access: The Commission anticipates providing the Contractor access to the Turnpike on or about ***April 1, 2022*** ~~**February 1, 2022**~~ at which time the Contractor may begin the Work for this Project.

D. Winter Temporary Shutdown Period: *The Contractor shall anticipate a Temporary Shutdown period commencing on* ***November 22, 2022*** *and continuing through* ***March 14, 2023*** *at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer.*

2023 Construction Season

E. 2023 Construction Recommencement*: The 2023 Construction Recommencement Milestone shall be defined as,* ***March 15, 2023****, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2023 Construction Access Milestone, the Contractor may only perform the required preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.*

F. Substantial Completion: The Work, with the exception of the painting items, shall be substantially complete **by** ***August 1, 2023*** ~~**October 15, 2022**~~. Substantially completed shall mean all Work, as described in the Contract Documents, excluding punch list and painting items, have been completed including that all Local Roads and the Turnpike roadway (all traffic lanes and shoulders) are open to traffic, as well as all traffic control and safety devices in place and approved by the Chief Engineer. Liquidated damages

for failure to substantially complete the Work described in Part *F* ~~D~~ herein shall commence **on** ***August 2, 2023*** ~~**October 16, 2022**~~**.**

G. Interim Milestone Completion: All punch items for this Project, excluding painting items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents **by** ***August 31, 2023*** ~~**November 14, 2022**~~. Liquidated damages for failure to meet the Interim Milestone Completion Date shall commence **on** ***September 1, 2023*** ~~**November 15, 2022**~~.

H. Painting Substantial Completion: All painting work shall be substantially complete by ***October 1, 2023*** ~~**June 30, 2023**~~. Painting Substantial Completion shall mean all Work, as described in the Contract Documents, excluding painting punch list items, have been completed including that all Local Roads and the Turnpike roadway (all traffic lanes and shoulders) are open to traffic, as well as all traffic control and safety devices in place and approved by the Chief Engineer. Liquidated damages for failure to substantially complete the Painting Work described in Part *H* ~~F~~ herein shall commence **on** ***October 2, 2023*** ~~**May 1, 2023.**~~

I. Final Completion: All Painting Punch List items for this Project shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by ***October 31, 2023*** ~~**July 30, 2023.**~~ Liquidated damages for failure to meet the Final Completion Date shall commence **on** ***November 1, 2023*** ~~**July 31, 2023**~~.

It shall be noted that in order to meet the above referenced dates, the Contractor may be required to Work additional shifts and/or extended hours as well as periodic holidays and weekends. These additional forces shall be included in their Bid and there shall be no additional cost to the Commission.

SP 104 ACCESS TO TURNPIKE AND RESTRICTIONS

(11/01/2021)

The Contractor will be provided access and use of Turnpike roadways during the progress of the Work under this Project as follows:

A. Toll-free access for the Contractor's equipment and vehicles may be granted. A limited number of construction transponders will be issued for the Contractor's motor vehicles. A detailed request outlining the quantity and need for toll-free transponders must be submitted to and approved by the Chief Engineer.

B. It shall be the Contractor's responsibility to manage the issuance and use of all construction transponders for performing the Work under the Project. The Contractor shall be liable for any misuse of said transponders whether it is by the Contractor's forces or those of a subcontractor. Use of these transponders for personal travel or other travel not associated with this Project is strictly forbidden. The Contractor shall be advised that any personal or company transponders issued for use other than on this Project, must be removed from Project vehicles or properly stored in protective mylar bags provided. It is the responsibility of the Contractor to advise all subcontractors of the same requirements. The Commission will not be responsible for providing credit to accounts that are billed