

time is approved through the process established under Article 6 of the General Conditions.

- 1.2. Time is of the essence and the Work to be performed under the Contract shall be completed within the times provided above, unless the Contractor timely requests and the Commission grants an extension of time in accordance with the Contract Documents.
- 1.3. Failure to have the Work completed within the times provided, shall entitle the Commission to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Substantial Completion, Final Completion or any additional milestone, as applicable, is achieved:

LIQUIDATED DAMAGES

Completion Milestone	Liquidated Damages
Submitting an acceptable Baseline Construction Schedule prior to beginning the Work except that described in Article 4.2.4.2 of the General Conditions SP 103, Item “B”	\$500.00 for each day after beginning the Work other than that described in Article 4.2.4.2 is performed without submitting an acceptable Baseline Construction Schedule.
2026 Substantial Completion Interim Milestone SP 103, Item “D”	\$2,000.00 for each day that the failure to achieve the 2026 Substantial Completion Interim Milestone continues beyond the time described in SP 103.
Substantial Completion SP 103, Item “H” “K”	\$2,000.00 for each day that the failure to achieve the Substantial Completion continues beyond the time described in SP 103.
Final Completion SP 103, Item “I” “L”	\$1,000.00 for each day that the failure to achieve the Final Completion continues beyond the time described in SP 103.

- 1.4. The amount of Liquidated Damages is agreed upon by and between the Contractor and the Commission because of the impracticality and extreme difficulty of ascertaining the actual amount of damage that the Commission, its tollpayers, and traveling public would sustain.

SECTION E - MISCELLANEOUS

- 1.1. The Contract Documents embody the entire understanding of the Commission and the Contractor and form the basis of the Contract between the Commission and the