**FPVS Special Provisions**

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# *The standard Contract Liquidated Damages JSP needs to be modified to eliminate the additional time being added to the contract for a change in quantities. The changes that need to be made are highlighted below.*

# B. Contract Liquidated Damages

**1.0**  **Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

**2.0 Period of Performance.** Prosecution of work is expected to begin on, or before, the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7. No extension of the completion time will be granted due to an increase of quantities per the Scope of Work special provision.

Notice to Proceed: xxx xx, xxxx

Completion Date: xxx xx, xxxx

**2.1 Calendar Days.**  The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number Calendar Days Daily Road User Cost

**JXXXXXX N/A $xxxx**

**3.0** **Liquidated Damages for Contract Administrative Costs.**  Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **$xxx** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

**4.0 Liquidated Damages for Road User Costs.**  Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

# X. Scope of Work

1. **Description.** The scope of work for this project is to provide *(description of work)* on various routes. The work has been prioritized as follows:

The following locations are included in the initial bid quantities:

* + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.
  + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.
  + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.

**REPEAT AS NECESSARY FOR ALL LOCATIONS IN THE INITIAL QUANTITIES. DELETE THIS NOTE.**

The following locations are included as the variable scope portion of the contract:

* + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.
  + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.
  + *(Specified work)* on *(Route)* starting at *(initial starting point)* and progressing to *(ending location)* in \_\_\_\_\_\_ County.

**REPEAT AS NECESSARY FOR ALL LOCATIONS THAT MAY BE ADDED TO THE CONTRACT. DELETE THIS NOTE.**

**2.0** **Variable Scope.** The above routes are listed in priority order. The Commission has budgeted $xxx,xxx for *(description of work)*. The contractor shall begin work on the first route and continue down the list until all funds have been used. If the contractor will not be able to complete the entire route, the contractor shall begin at the starting point listed and progress along the route with *(description of work)* until all the funds are expended. **OR**  If the contractor will not be able to complete the entire route, the contractor shall not begin the route and the contract will be considered completed. It is the responsibility of the contractor to not exceed the budget listed above. Any contract costs incurred above this amount will be the responsibility of the contractor, unless approved by change order.

**3.0** **Basis of Award.** The award of the contract will be based on the lowest responsible bidder based upon their total bid for the itemized quantities in the proposal and unit bid price.

**4.0** **Contract Administration.** Contract quantities will be adjusted after the award of the contract as necessary to match the budgeted amount stated in section 2.0. In the event there is an increase in quantities to the contract, an extension of contract time will NOT be granted. There will be no adjustment to Lump Sum quantities included in the contract.

# X. Bonds

**1. 0**  The amount of the Bid Bond shall be 5% of the anticipated budget for this project.

**2.0**  The amount of the Performance Bond shall be 100% of the anticipated budget for this project.