# Contract Liquidated Damages JSP- 13-01D

**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.

**1.1**  **Subproject Identification.** Portions of the Contract are hereby identified as subprojects with the following assignment of Bridge Number, Route, or other location of work. This identification is done for the purpose of setting time limits for completion of each subproject and to allow partial acceptance of the work for maintenance as subprojects are completed.

 **Subproject Description**

 A xxxx

 B xxxx

 C xxxx

***Delete this section (1.1) if providing Calendar Day limits per Job No. is sufficient and no subproject identification is necessary. See below for further guidance.***

**2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: Month XX, 20XX

Contract Completion Date: Month XX, 20XX

***The Contract Completion Date must be the same for all project JSPs.***

**2.1 Calendar Days and Completion Dates.**  Completion of the project is required as specified herein. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Project Calendar Days Daily Road User Cost

JXXXXX XX $XXX

JXXXXX XX $XXX

JXXXXX XX $XXX

JXXXXX XX $XXX

***Enter N/A in Calendar Days column when not applicable.***

**3.0** **Liquidated Damages for Contract Administrative Costs.**  Should the contractor fail to complete the work on or before the contract 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 **$XX** 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 specified contract 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 contract 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.

***Drafter’s Notes:***

***Section 1.1 Subproject Identification:***

* ***Only include this section when subproject identification is needed beyond Job Numbers for the purpose of setting a time limit for each subproject.***
* ***A subproject can be identified by a Bridge Number, Route(s), or other Location of Work (enter into the Description column).***
* ***The work included in a subproject must be clearly defined in the plans and/or contract. Quantities intended for a specific subproject should be shown as such in the plans and the totaled quantity separated into different categories in the estimate.***
* ***Use the applicable subproject lettering (A, B, C…) in the Project column in section 2.1. If the contract includes additional stand-alone Job Numbers, include those in the Project column as well.***