

SECTION 00 73 02

CONTRACT TIME AND LIQUIDATED DAMAGES

1.1 SUMMARY

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of ~~864~~ **753** consecutive calendar days. (*Addendum No. 1*)
1. The date of the Notice to Proceed will be set by the City within 14 calendar days after the certification of the Contract.
 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
 3. **Interim Milestones: Contractor shall complete Construction Work at the locations within the Construction Time Limits as specified in section 1.8 of Section 01 11 00 – Summary of Work.**
- B. Final Completion shall occur no later than **60** consecutive calendar days after the date of Notice of Substantial Completion.

1.3 LIQUIDATED DAMAGES

- A. The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City and County of San Francisco the sum of eight thousand six hundred dollars (\$8,600.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.
1. **Interim Milestones: The City and Contractor agree as liquidated damages for delay (but not as a penalty), that the Contractor shall pay the City and County of San Francisco the sum of five thousand dollars (\$5,000.00) for each calendar day that transpires with the Construction Work not Completed within the Construction Time Limits of each location as specified in paragraph 1.8 of Section 01 11 00 – Summary of Work.**
- B. In addition, Contractor shall pay the sum of two thousand two hundred dollars (\$2,200.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.
- C. See Section 00 73 03 for Additional Liquidated Damages, which summarizes, but not limited to, the other liquidated damages included in this Contract.

END OF SECTION