

Specification For Specified Completion Date - 8100

Section	Topic
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| 1 | Description |
| 2 | Substantial Completion |
| 3 | Final Completion |
| 4 | Liquidated Damages |

1 DESCRIPTION

- 1.1 The Contractor shall complete all phases of the Work described in the Special Provisions by the dates(s) specified in the Special Provisions and shall complete all the Work by the Specified Final Completion Date.
- 1.2 Extensions granted to the completion date(s) on other Ministry contracts that the Contractor may have will not be applied to this Contract.

2 SUBSTANTIAL COMPLETION

- 2.1 The Engineer will provide a Substantial Completion Certificate once it is achieved as outlined in Subsection 1400.10. In order to achieve Substantial Completion, the Work, except those items identified in the Special Provisions, shall be fully available to be made open to the public.
- 2.2 Substantial Completion will not be given if any defects or deficiencies are outstanding which would materially impair:
 - 2.2.1 The public's or the Ministry's full use and enjoyment of the entire Roadway or Structure on which the Work is performed;
 - 2.2.2 The performance of the Government's responsibilities in accordance with the Highways and Transportation Act 1997; or
 - 2.2.3 Safety or traffic flow on the entire Roadway or Structure in any relevant respect.

3 FINAL COMPLETION

- 3.1 The Engineer will provide a Final Completion Certificate once it is achieved as outlined in Subsection 1400.11.

4 LIQUIDATED DAMAGES

- 4.1 If the Contractor fails to achieve Substantial Completion by the Specified Substantial Completion Date, the Contractor acknowledges that the Ministry will sustain damages. The Contractor shall pay to the Ministry Liquidated Damages in the amount specified in the Special Provisions for each day following the Specified Substantial Completion Date, up to and including the Substantial Completion date.
- 4.2 The Contractor and the Ministry agree that the Liquidated Damages are not a penalty.
- 4.3 In addition to daily Liquidated Damages, lump sum Liquidated Damages as specified in the Special Provisions will be assessed if work is carried over past March 31 each year and the Contractor fails to achieve the following:
 - 4.3.1 Substantial Completion by the Specified Substantial Completion Date, and/or;
 - 4.3.2 Completion by the date specified in a particular phase.
- 4.4 The Ministry may recover Liquidated Damages by deducting the amount thereof out of any monies which may be due or become due to the Contractor or by an action at law against the Contractor or its surety or by any other lawful means or by any combination of these methods.
- 4.5 Permitting the Contractor to continue and finish the Work, or any part of it, after the specified completion date(s), will not operate as a waiver by the Ministry of any of its rights under the Contract.
- 4.6 Neither by declaring the Contractor to be in default pursuant to the General Provisions of the Contract nor by taking over the Work shall the Ministry forfeit the right to recover Liquidated Damages from the Contractor or its surety for failure to complete the Work within the specified completion date(s).
- 4.7 For road construction contracts, the assessment of daily Liquidated Damages will be suspended between:
 - 4.7.1 the later of October 15 or the actual day the Contractor ceases operations during any year and,
 - 4.7.2 the earlier of May 16 or the actual day the Contractor recommences operations on the road during the following year.

- 4.8 For contracts that do not include road construction work, daily Liquidated Damages will be assessed until the day the Contractor completes the Work defined in any given phase or achieves Substantial Completion.
- 4.9 For contracts with seal coats, when the Specified Substantial Completion Date has been exceeded, daily Liquidated Damages will not be assessed during the period of 10 days after the completion of the entire first seal coat provided the other Contract Items are completed.
 - 4.9.1 Daily Liquidated Damages will be assessed for each day after the 10-day period until August 31 and for each day after June 15 of the following season in which the second seal coat remains uncompleted.