

The work in the Contract shall be divided into two (2) phases. Work shall be defined as the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as may be noted in the bid items. Phase I work shall be defined as all Work included in the drawing and specifications less the Phase II work. Phase II work shall be defined as all Work identified as Phase II in the drawings and specifications.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written Phase I notice to proceed. The time limit for the Phase I Substantial Completion of all Phase I work under this contract shall be **four hundred and fifty (450)** consecutive calendar days. After the issuance of the Phase I substantial completion by the Architect, the Owner shall have thirty (30) days to transition from the existing village hall building to the new village hall building.

The Contractor shall then commence the work to be performed under this Contract on the date set by the Owner in the written Phase II notice to proceed. The time limit for the Phase II Substantial Completion of all the Phase II work under this contract shall be **one hundred and eighty (180)** ~~fifty (150)~~ consecutive calendar days. The Contract shall be Finally Complete within sixty (60) consecutive calendar days of the date of the Phase II Substantial Completion.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Thousand Dollars (\$2000.00)** for each calendar day that expires after the time specified above for Phase I and or Phase II Substantial Completion until the Work is substantially complete. After Phase II Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Thousand Dollars (\$1000.00)** for each calendar day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its Surety or Sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).