SP 103 CONSTRUCTION PHASING AND TIME OF COMPLETION

The Work shall be performed and completed in its entirety in strict accordance with the Plans, Specifications, Special Provisions and other Contract Documents as follows:

2024 CONSTRUCTION SEASON

A. **Notice to Proceed (NTP):** The Commission will issue the Contractor the Notice to Proceed (NTP) by the Chief Engineer after the Contract is fully executed. Upon receipt of the NTP, the Contractor shall begin performance of preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

B. **2024 Baseline Construction Schedule:** The Baseline Construction Schedule for the 2024 Construction Season of this Project shall be submitted and acceptable prior to the Contractor performing the Work in accordance with General Condition Articles 4.2 and 4.3 and SP 120A or SP 120B to the extent made applicable through incorporation in the Contract Documents. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2. The 2024 Construction Access Date shall signify the **beginning of the Work.**

C. **2024 Construction Access:** The Commission anticipates providing the Contractor access to the Turnpike on **July 1, 2024,** at which time the Contractor may begin the Work for this Project.

D. **2024 Interim Substantial Completion:** The 2024 Interim Substantial Completion shall be defined as all Work associated with **Pre-Phase 1 including Shoulder Reconstruction, Crossover Construction, and Temporary Crossover Closure.** This work shall be complete, including all traffic lanes are open to traffic, and all traffic control and safety devices in place, and approved by the Chief Engineer by **October 18, 2024.** Liquidated Damages for failure to complete the Work shall commence on **October 19, 2024.**

E. **2024 Interim Final Completion:** The 2024 Interim Final Completion shall be defined as all Work associated with **Pre-Phase 1 including Shoulder Reconstruction, Crossover Construction, and Temporary Crossover Closure.**, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by **November 15, 2024.** Liquidated Damages for failure to complete the Work shall commence on **November 16, 2024.**

F. **2024 Winter Temporary Shutdown Period:** The Contractor shall anticipate a Temporary Shutdown period commencing on **November 15, 2024,** and continuing through **March 2, 2025,** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer.

2025 CONSTRUCTION SEASON

G. **2025 Construction Recommencement:** The 2025 Construction Recommencement Milestone shall be defined as, **March 3, 2025**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2025 Construction Access Milestone, the Contractor may only perform the required preliminary investigations and survey layout work, as approved

by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

H. 2025 Baseline Construction Schedule: The Baseline Construction Schedule for the 2025 Construction Season of this Project shall be submitted and acceptable, in accordance with General Condition Articles 4.2 and 4.3 and SP 120A, prior to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2.

I. 2025 Construction Access: The 2025 Construction Access shall be defined as the time when the Contractor is provided access to begin Work which shall be **March 10, 2025.**

J. 2025 Permissible Local Roadway Closure Restrictions:
The Contractor may close SR 88 at M.P. 199.5 to traffic **during the 2025 construction season, beginning 3/15/2025 and ending 11/7/2025**. Liquidated damages for failure to open SR 88 to traffic (all traffic lanes and shoulders) within the timeframe stated shall commence on **11/8/2025.**

K. 2025 Interim Substantial Completion: The 2025 Interim Substantial Completion shall be defined as all Work associated the **Eastbound and Westbound mainline structures at M.P. 202.8 and M.P. 203.7, excluding substructure repair and painting; all work for the restoration of the crossover; and all work for M.P. 199.5, except permanent pavement markings,** shall be complete including all traffic lanes are open to traffic, and all traffic control and safety devices in place, and approved by the Chief Engineer by **October 24, 2025.** Liquidated Damages for failure to complete the Work shall commence on **October 25, 2025.**

L. 2025 Interim Final Completion: The 2025 Interim Final Completion shall be defined as all Work associated the **Eastbound and Westbound mainline structures at M.P. 202.8 and M.P. 203.7, excluding substructure repair and painting; all work for the restoration of the crossover; and all work for M.P. 199.5, except permanent pavement markings**, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by **November 23, 2025.** Liquidated Damages for failure to complete the Work shall commence on **November 24, 2025.**

M. 2025 Winter Temporary Shutdown Period: The Contractor shall anticipate a Temporary Shutdown period commencing on **November 23, 2024,** and continuing through **March 1, 2026,** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer.

2026 CONSTRUCTION SEASON

N. 2026 Construction Recommencement: The 2026 Construction Recommencement Milestone shall be defined as, **March 2, 2026**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2026 Construction Access Milestone, the Contractor may only perform the required preliminary investigations and survey layout work, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

O. 2026 Baseline Construction Schedule: The Baseline Construction Schedule for the 2026 Construction Season of this Project shall be submitted and acceptable, in accordance with General Condition Articles 4.2 and 4.3 and SP 120A, prior to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in General Conditions Article 4.2.4.2.

P. 2026 Construction Access: The 2026 Construction Access shall be defined as the time when the Contractor is provided access to begin Work which shall be **April 6, 2026. Access will be permitted on SR 88, Bryant Road, and Main Street and restricted on the turnpike mainline unless otherwise approved by the Chief Engineer.**

Q. 2026 Substantial Final Completion: All Work for this Contract shall be substantially complete by **August 1, 2026**. Substantially completed shall mean all Work, as described in the Contract Documents, excluding punch list items, have been completed, including all traffic lanes are open to traffic, and all traffic control and safety devices in place, and approved by the Chief Engineer. Liquidated Damages for failure to substantially complete the Work shall commence on **August 2, 2026.**

R. 2026 Final Completion: Final Completion shall be defined as all Work for this Contract, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by **August 31, 2026.** Liquidated Damages for failure to complete the Work shall commence on **September 1, 2026.**

It shall be noted that in order to meet the above referenced dates, the Contractor may be required to Work additional shifts and/or extended hours as well as periodic holidays and weekends. These additional forces shall be included in their Bid and there shall be no additional cost to the Commission.

SP 104 ACCESS TO TURNPIKE AND RESTRICTIONS

(11/01/2021)

The Contractor will be provided access and use of Turnpike roadways during the progress of the Work under this Project as follows:

A. Toll-free access for the Contractor's equipment and vehicles may be granted. A limited number of construction transponders will be issued for the Contractor's motor vehicles. A detailed request outlining the quantity and need for toll-free transponders must be submitted to and approved by the Chief Engineer.

B. It shall be the Contractor’s responsibility to manage the issuance and use of all construction transponders for performing the Work under the Project. The Contractor shall be liable for any misuse of said transponders whether it is by the Contractor’s forces or those of a subcontractor. Use of these transponders for personal travel or other travel not associated with this Project is strictly forbidden. The Contractor shall be advised that any personal or company transponders issued for use other than on this Project, must be removed from Project vehicles or properly stored in protective mylar bags provided. It is the responsibility of the Contractor to advise all subcontractors of the same requirements. The Commission will not be responsible for providing credit to accounts that are billed due to improper storage of personal or company transponders. Upon the