

2.03 *Contract Times: Completion Stage*

- A. The Work will be substantially completed in accordance with the number of days the Completion Stage schedule shows following the milestone of Owner approves Completion Stage Price with adjustments for any days before or after that milestone the parties execute a Change Order or amendment confirming same.

2.04 *Liquidated Damages*

- A. *Construction:* Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 2.03, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Design-Builder shall pay Owner such amount upon which Owner and Design-Builder agree as a term of a Change Order or special amendment to this Contract memorializing the Completion Stage Price upon which Owner and Design-Builder agree pursuant to Paragraph 3.03.D of this Contract, if any, for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.03.B for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, as specified in Paragraph 2.03.D above, then Design-Builder shall pay Owner such amount upon which Owner and Design-Builder agree as a term of a Change Order or special amendment to this Contract memorializing the Completion Stage Price upon which Owner and Design-Builder agree pursuant to Paragraph 3.03.D of this Contract, if any, for each day that expires after such until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

ARTICLE 3 – CONTRACT PRICE

3.01 *Contract Price Definitions*

- A. For purposes of this Agreement, the following definitions apply:
 - 1. *Contract Price*—The money that Owner has agreed to pay Design-Builder for performance and completion of the Work in accordance with the Contract Documents. Contract Price is comprised of the Preliminary Stage Price and the Completion Stage Price, and when applicable the Owner's Completion Contingency. Contract Price is subject to and governed by any duly established Guaranteed Maximum Price.
 - 2. *Preliminary Stage Price*—the portion of the Contract Price established in Paragraph 3.02, as Design-Builder's compensation for the performance of the Preliminary Stage Work.
 - 3. *Completion Stage Price*—the portion of the Contract Price established in Paragraph 3.03, as Design-Builder's compensation for the performance of the Completion Stage Work.