## **Eastside Elementary School Kitchen renovation - 04-2025**

#### **SECTION 00 30 50**

#### PRELIMINARY MILESTONE SCHEDULE

#### 1.1. PRELIMINARY MILESTONE SCHEDULE

- A. The Preliminary Milestone Schedule indicates planned start and completion dates for significant activities during the construction period. Completion of an activity is considered to be attained when the work of subsequent activities can proceed in accordance with the Approved Contractors Construction Schedule, as that term is defined in the General Conditions.
- B. Contractor will be required to prepare construction schedules for its work in accordance with the General Conditions. The activities that are shown below assume 100% manpower levels. Mobilization, planning, coordinating, layout, gradual man loading, etc., all must occur prior to the activities shown.

#### 1.2. PRELIMINARY START DATE AND DURATION

- A. This work is scheduled to start and complete on the dates indicated herein on Milestone Schedule MS-1.
- B. Section 00110 provides for the holding of bids for a period of time, which could affect the actual start and completion dates to the extent that an award of contract is delayed. Contractor agrees that the timing of the issuance of the Notice to Proceed and commencement date shall not be cause for the recovery of damages or costs. The scheduled dates are predicated on desired start dates and District receipt of all approvals necessary to award the Contract(s) immediately.

### 1.3. LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of Contractor's work. In the event of failure on the part of a contractor to complete each portion/construction activity/deliverable of its work within the time specified in Milestone Schedule MS-1 including the Approved Contractors Construction Schedule and in complete accordance with the Contract Documents, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, for each calendar day past the date by which Contractor is required to start or complete each portion/ construction activity/deliverable of its work in complete accordance with the Contract Documents.
- B. The amount of liquidated damages may vary for deliverables, different milestones, different phases of multiple phase construction, different buildings, different activities, different sites of a single project with multiple sites, where indicated in the Milestone Schedule MS-1.
- C. Liquidated Damages shall be assessed based upon the milestones, construction activities, deliverables and completion date(s) for each of the project, phases, buildings and/or sites specified under Milestone Schedule MS-1 and the Approved Contractors Construction Schedule.

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D. The respective start and end dates for each phase of construction, building, site, construction activity, or deliverable and any associated liquidated damages, will remain independent and may be assessed concurrently. The liquidated damages noted on the Milestone Schedule MS-1 will be added together in the case of late start or late completion of more than one activity, phase, building, or site, where applicable (see Paragraph (B), above).

# MILESTONE SCHEDULE MS-1 FOR: PROJECT: Eastside Elementary School Kitchen renovation -04-2025

Milestones/Activities	Dates	Liquidated Damages
Mandatory Pre-Bid Job Walk on site	April 1, 2025, at 9:00AM	None
Bid Due Date	April 18, 2025, at 2:00PM	None
Questions Due Date	April 8, 2025, at 12:00PM	None
Answers will be published on District website	April 14, 2025, at 12:00PM	None
Submittal of proposed construction schedule, and schedule of values Exhibit	TBD	None
Post-Award Meeting (Optional)	TBD	None
Anticipated Date to Mobilize On-Site	June 12, 2025	None
Complete Construction	December 12, 2025	\$1,000.00 per calendar day

END OF SECTION