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FINAL CONSTRUCTION REPORT

State of Minnesota
Buffalo Creek Watershed District

In the Matter of
The Improvement of Judicial Ditch No. 15 Branch Q
in Buffalo Creek Watershed District, Minnesota

to the Drainage Authority:

I, Shaun P. Luker, Licensed Professional Engineer, representing the firm of Bolton and Menk, Inc., appointed as engineers for the construction of the improvement, do now report that the construction under the contract for this improvement has been substantially completed and that the ditch is ready for your final acceptance. The contractor has completed the work in general accordance with the specifications covering the project.

I. Cost Summary

Following is a summary of the costs for the project to January 2024 and a comparison to the estimated costs as presented in the Final Engineer's Report.

Item	Final Report Estimate	Final Cost
Construction – GM Contracting, Inc.	\$1,318,105.00	\$1,177,035.07
Contracting By Others (Televising)		\$2,170.00
Engineering		\$231,986.00
Viewing		\$5,541.11
Legal	297,370.00	\$27,682.55
Administration & Permits		\$1,190.15
Pending – Final Hearing and Closeout		\$10,000.00
Damages – Temporary Crop	\$36,960.00	\$41,992.00
SUBTOTAL	\$1,652,435.00	\$1,497,596.88
Contingency	\$131,810.00	\$0.00
TOTAL COST TO DATE	\$1,784,245.00	\$1,497,596.88

As you can see, the total cost of the improvement at this time is about 16.1%, below the estimate for the project cost as contained in the Final Engineer's Report. This can be attributed to adjustments in the actual location of the tile constructed, reduction in erosion and sediment control that was required on the project due to site conditions, and liquidated damages assessed to the Contractor for exceeding the contract time as specified.

We recommend adjusting the Temporary Right-of-Way Crop Damages per the attached table. The change in crop damages is due to field adjustments in the tile alignment and payments for re-routing private tile due to changes in the as-constructed JD 15 Branch Q tile.

II. Liquidated Damages:

The Substantial Completion Date for the project was 10/31/2023. The actual in-field Substantial Completion Date as determined by the Engineer, based on when the Contractor was done working in the field areas and those field areas could be used by the landowners was 11/27/2023 (27 days after Substantial Completion). The Contract specifies \$1,500.00 per day of Liquidated Damages after Substantial Completion is not met, for a total of \$40,500.00. Final completion for the project was 11/15/2023, and is determined by when the Contractor is fully done with the work and ready for final payment. The determination was made that the Contractor had all equipment off the site on 12/1/2023, however, Substantial Completion and Final Completion Liquidated Damages cannot run concurrently, so there was a total of 4 days between Substantial Completion and Final Completion. The Contract specifies \$875.00 per day of Liquidated Damages after Final Completion is not met for a total of \$3,500.00. The total Liquidated Damages being held is \$44,000.00.

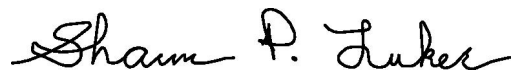
This withholding of \$44,000.00 is reflected in the Final Cost summary of this report of the payment to GM Contracting, Inc. At the time of the Final Construction Hearing, it is requested that the Drainage Authority determine applying the amount of Liquidated Damages on the Final Pay Estimate. A reduction in Liquidated Damages would increase the Final Cost of the project by an equal amount as stated in this report.

III. Final Project Closure:

The completed "Record Drawings" for the project have been submitted to Renville County.

It is our recommendation that a hearing be held, that any unknown/outstanding final construction work items be resolved with the contractor and that the final payment be approved to the Contractor in accordance with the specifications in order to financially close the construction project.

Respectfully Submitted,
Bolton & Menk, Inc.



Shaun P. Luker, P.E.
Dated: February 5, 2024

Enclosure

- Temporary Right-of-Way Crop Damages
- Draft Final Pay Estimate (includes current Liquidated Damages calculations)

Judicial Ditch No. 15 Branch Q Improvement

Renville County, MN

Right-of-way Table

H:\RNCO\S15120831\7_Construction\Final Construction report\[120831_ROW 1.24.2024.xlsx]Sheet1

5-Feb-24

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Parcel No.	Property Owner	Legal Description	Improvement Right-of-Way				Amount/Ac	
			Station to Station	Length	Width	Area (Acres)	\$600	
Branch Q1								
22-01841-00	SCHMALZ/LARRY & ROXANNE	NW 1/4, SW 1/4	0+60	6+00	540	75	0.93	\$558.00
		NW 1/4, NW 1/4	6+00	13+50	750	65	1.12	\$672.00
22-01773-00	SWANSON/DAWN L.	NE 1/4, NE 1/4	13+80	25+26	1146	80	2.10	\$1,260.00
		GPS Survey - Additional Area(Staging Area Plus .50 Acres)					1.90	\$1,140.00
					0			
22-01779-00	ROIGER/DANNA M.	NE 1/4, NE 1/4	25+26	39+26	1400	80	2.57	\$1,542.00
22-01774-00	WIGGERT/DEAN	NE 1/4, NW 1/4	39+26	41+60	234	80	0.43	\$258.00
22-01800-00	WIGGERT/DEAN	NW 1/4, NE 1/4	41+60	42+71	111	80	0.20	\$120.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, SE 1/4	42+71	57+13	1442	80	2.65	\$1,590.00
		SW 1/4, NE 1/4	57+13	70+31	1318	80	2.42	\$1,452.00
		SW 1/4, NE 1/4	70+31	71+86	195	345	1.54	\$924.00
		SW 1/4, NE 1/4	71+86	74+67	281	80	0.52	\$312.00
22-01571-00	SCHMALZ/DALE & CHERYL	NW 1/4, SW 1/4	75+33	75+90	57	80	0.10	\$60.00
BR Q4								
22-01571-00	SCHMALZ/DALE & CHERYL	NW 1/4, SE 1/4	260+23	259+83	40	80	0.07	\$42.00
		NW 1/4, SE 1/4	N/A	N/A	192	40	0.18	\$108.00
		NW 1/4, SE 1/4	N/A	N/A	290	45	0.30	\$180.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, NW 1/4	259+17	256+47	270	80	0.50	\$300.00
BR Q5								
22-01571-00	SCHMALZ/DALE & CHERYL	NW 1/4, SE 1/4	268+90	268+34	56	80	0.10	\$60.00

Judicial Ditch No. 15 Branch Q Improvement

Renville County, MN

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5-Feb-24

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Parcel No.	Property Owner	Legal Description	Improvement Right-of-Way				Amount/Ac	
			Station to Station	Length	Width	Area (Acres)	\$600	
		NW 1/4, SE 1/4	268+34	259+84	850	35	0.68	\$408.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, NW 1/4	265+62	262+44	318	80	0.58	\$348.00
BR Q6								
22-01601-00	SCHMALZ/LARRY & ROXANNE	SE 1/4, NE 1/4	293+28	292+88	40	80	0.07	\$42.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, NW 1/4	292+22	278+35	1387	80	2.55	\$1,530.00
		SW 1/4, NE 1/4	278+35	271+40	695	80	1.28	\$768.00
BR Q7								
22-01601-00	SCHMALZ/LARRY & ROXANNE	SE 1/4, NE 1/4	323+43	321+42	201	80	0.37	\$222.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, NW 1/4	320+76	317+54	322	80	0.59	\$354.00
BR Q8								
22-01610-00	SCHMALZ/LARRY & ROXANNE	NE 1/4, SE 1/4	315+57	309+14	643	80	1.18	\$708.00
22-01571-00	SCHMALZ/DALE & CHERYL	NW 1/4, SW 1/4	308+45	307+00	145	40	0.13	\$78.00
		NW 1/4, SW 1/4	307+00	304+93	207	80	0.38	
22-01580-00	KRUMREY/PATRICK	SW 1/4, NW 1/4	303+36	295+77	759	80	1.39	\$834.00
		Tile Damages - Private Tile					N/A	\$3,800.00
BR Q9								
22-01550-00	SCHMALZ/WAYNE	SE 1/4, SW 1/4	343+68	341+81	187	80	0.34	\$204.00
22-01580-00	KRUMREY/PATRICK	SW 1/4, SE 1/4	341+81	337+40	441	80	0.81	\$486.00
					0	80	0.00	\$0.00
BR Q10								
22-01800-00	WIGGERT/DEAN	NW 1/4, SW 1/4	181+71	181+31	40	80	0.07	\$42.00

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Parcel No.	Property Owner	Legal Description	Improvement Right-of-Way				Amount/Ac	
			Station to Station	Length	Width	Area (Acres)	\$600	
		NW 1/4, SW 1/4	180+65	170+00	1065	80	1.96	\$1,176.00
		NW 1/4, NW 1/4	170+00	163+85	615	80	1.13	\$678.00
		NW 1/4, NE 1/4	163+85	148+42	1543	80	2.83	\$1,698.00
BR Q11								
22-01580-00	KRUMREY/PATRICK	SW 1/4, SW 1/4	249+78	244+67	511	80	0.94	\$564.00
		SW 1/4, SE 1/4	244+67	235+22	945	80	1.74	\$1,044.00
22-01800-00	WIGGERT/DEAN	NW 1/4, NE 1/4	235+22	231+45	377	80	0.69	\$414.00
BR Q12								
22-01601-00	SCHMALZ/LARRY & ROXANNE	SE 1/4, SE 1/4	212+26	211+92	34	80	0.06	\$36.00
22-01800-00	WIGGERT/DEAN	NW 1/4, NW 1/4	211+25	195+80	1545	50	1.77	\$1,062.00
		NW 1/4, NW 1/4	195+80	184+30	1150	80	2.11	\$1,266.00
BR Q13								
22-01730-00	FISCHER/RAY	NE 1/4, NE 1/4	222+80	215+90	690	80	1.27	\$762.00
BR Q14								
22-01601-00	SCHMALZ/LARRY & ROXANNE	SE 1/4, SE 1/4	229+03	226+79	224	80	0.41	\$246.00
BR Q16								
22-01590-00	SCHMALZ/WAYNE	SE 1/4, NW 1/4	124+73	122+25	248	80	0.46	\$276.00
22-01550-00	SCHMALZ/WAYNE	SE 1/4, SW 1/4	122+25	101+40	2085	80	3.83	\$2,298.00
BR Q18								
22-01550-00	SCHMALZ/WAYNE	SE 1/4, SE 1/4	99+36	91+43	793	80	1.46	\$876.00
22-01773-00	SWANSON/DAWN L.	NE 1/4, NE 1/4	91+43	88+50	293	80	0.54	\$324.00

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5-Feb-24

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Parcel No.	Property Owner	Legal Description	Improvement Right-of-Way				Amount/Ac	
			Station to Station	Length	Width	Area (Acres)	\$600	
		NE 1/4, NE 1/4	88+50	85+54	296	55	0.37	\$222.00
BR Q19								
22-01841-00	SCHMALZ/LARRY & ROXANNE	NW 1/4, NW 1/4	83+12	79+49	363	80	0.67	\$402.00
BR Q28								
22-01550-00	SCHMALZ/WAYNE	SE 1/4, SE 1/4	137+36	124+40	1296	80	2.38	\$1,428.00
BR Q25								
22-01590-00	SCHMALZ/WAYNE	SE 1/4, NE 1/4	458+72	452+78	594	80	1.09	\$654.00
22-01510-00	DETTMAN/KEVIN	SW 1/4, NW 1/4	452+19	440+58	1161	80	2.13	\$1,278.00
		SW 1/4, NW 1/4	440+58	430+13	1045	80	1.92	\$1,152.00
		SW 1/4, SW 1/4	430+13	422+89	724	80	1.33	\$798.00
		SW 1/4, SE 1/4	422+89	411+60	1129	80	2.07	\$1,242.00
		GPS Survey - Anhydrous Application					1.60	\$320.00
BR Q26								
22-01502-00	SCHMALZ/MARVIN & ESTHER	NW 1/4, SW 1/4	479+24	478+85	39	80	0.07	\$42.00
BR Q27								
22-01560-00	SCHMALZ/WARREN & MABEL	NE 1/4, SE 1/4	476+80	470+50	630	80	1.16	\$696.00
		NE 1/4, SE 1/4	470+50	463+15	735	60	1.01	\$606.00
22-01502-00	SCHMALZ/MARVIN & ESTHER	NW 1/4, SW 1/4	462+50	462+13	40	50	0.05	\$30.00
	Total		Total Improvement Right-of-Way Damages =				65.10	\$41,992.00

CONTRACTOR'S PAY REQUEST 6 & FINAL	DISTRIBUTION:
JUDICIAL DITCH NO. 15, BRANCH Q IMPROVEMENT	CONTRACTOR (1)
BUFFALO CREEK WATERSHED DISTRICT	OWNER (1)
RENVILLE COUNTY, MN	ENGINEER (1)
BMI PROJECT NO. S15.120831	
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,348,043.80
TOTAL, COMPLETED WORK TO DATE	\$1,221,035.07
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,221,035.07
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	-\$44,000.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,177,035.07
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,052,816.15
PAY CONTRACTOR AS ESTIMATE NO. 6 & FINAL	\$124,218.92

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: GM Contracting, Inc.
19810 515th Avenue
Lake Crystal, MN 56055

By _____
Name Title

Date _____

Approved _____
Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 1243 CEDAR ST. NE, SLEEPY EYE, MN 56085

By _____, PROJECT ENGINEER
Shaun P. Luker, P.E.

Date _____

APPROVED FOR PAYMENT:
OWNER: Buffalo Creek Watershed District, PO Box 55, Glencoe, MN 55336

By _____
Name Title Date

Renville County, Renville County Gov't Services Center, 105 South 5th Street, Suite 319, Olivia, MN 56277

And _____
Name Title Date

Partial Pay Estimate No.:

6 & FINAL

JUDICIAL DITCH NO. 15, BRANCH Q IMPROVEMENT

BUFFALO CREEK WATERSHED DISTRICT

RENNVILLE COUNTY, MN

BMI PROJECT NO. 515.120831

WORK COMPLETED THROUGH January 25, 2024

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	Mobilization	\$184,000.00	1 Lump Sum	\$184,000.00	1 Lump Sum	\$184,000.00	1.0 Lump Sum	\$184,000.00
2	Aggregate Surfacing, Class 5	\$12.21	650 Ton	\$7,936.50	774.80 Ton	\$9,460.31	774.8 Ton	\$9,460.31
3	Exploratory Excavation	\$122.10	180 Hour	\$21,978.00	74 Hour	\$9,035.40	74 Hour	\$9,035.40
4	15" Aluminized CM Pipe	\$106.56	84 Linear Foot	\$8,951.04	80 Linear Foot	\$8,524.80	80 Linear Foot	\$8,524.80
5	24" Aluminized CM Pipe	\$57.50	20 Linear Foot	\$1,150.00	20 Linear Foot	\$1,150.00	20 Linear Foot	\$1,150.00
6	36" Aluminized CM Pipe	\$81.09	20 Linear Foot	\$1,621.80	20 Linear Foot	\$1,621.80	20 Linear Foot	\$1,621.80
7	6" Intake	\$818.92	65 Each	\$53,229.80	55 Each	\$45,040.60	55 Each	\$45,040.60
8	8" Intake	\$955.62	11 Each	\$10,511.82	8 Each	\$7,644.96	8 Each	\$7,644.96
9	10" Intake	\$1,486.94	4 Each	\$5,947.76	4 Each	\$5,947.76	4 Each	\$5,947.76
10	12" Intake	\$901.38	4 Each	\$3,605.52	3 Each	\$2,704.14	3 Each	\$2,704.14
11	6" Drain Tile (NON-PERFORATED)	\$15.89	3700 Each	\$58,793.00	3539 Each	\$56,234.71	3,539 Each	\$56,234.71
12	6" Drain Tile (PERFORATED)	\$15.71	4800 Each	\$75,408.00	3549 Each	\$55,754.79	3,549 Each	\$55,754.79
13	8" Drain Tile (NON-PERFORATED)	\$16.95	5560 Linear Foot	\$94,242.00	3878 Linear Foot	\$65,732.10	3,878 Linear Foot	\$65,732.10
14	8" Drain Tile (PERFORATED)	\$15.14	2660 Linear Foot	\$40,272.40	4093 Linear Foot	\$61,968.02	4,093 Linear Foot	\$61,968.02
15	10" Drain Tile (NON-PERFORATED)	\$18.40	2260 Linear Foot	\$41,584.00	2300 Linear Foot	\$42,320.00	2,300 Linear Foot	\$42,320.00
16	10" Drain Tile (PERFORATED)	\$30.80	240 Linear Foot	\$7,392.00	360 Linear Foot	\$11,088.00	360 Linear Foot	\$11,088.00
17	12" Drain Tile (NON-PERFORATED)	\$16.74	2960 Linear Foot	\$49,550.40	2667 Linear Foot	\$44,645.58	2,667 Linear Foot	\$44,645.58
18	12" Drain Tile (PERFORATED)	\$20.89	980 Linear Foot	\$20,472.20	1294 Linear Foot	\$27,031.66	1,294 Linear Foot	\$27,031.66
19	15" Drain Tile (NON-PERFORATED)	\$31.30	2640 Linear Foot	\$82,632.00	2307 Linear Foot	\$72,209.10	2,307 Linear Foot	\$72,209.10
20	15" Drain Tile (PERFORATED)	\$35.42	260 Linear Foot	\$9,209.20	310 Linear Foot	\$10,980.20	310 Linear Foot	\$10,980.20
21	18" Drain Tile (NON-PERFORATED)	\$32.49	3260 Linear Foot	\$105,917.40	3504 Linear Foot	\$113,844.96	3,504 Linear Foot	\$113,844.96
22	18" Drain Tile (PERFORATED)	\$39.35	370 Linear Foot	\$14,559.50	300 Linear Foot	\$11,805.00	300 Linear Foot	\$11,805.00
23	24" Drain Tile (NON-PERFORATED)	\$40.68	1780 Linear Foot	\$72,410.40	1583 Linear Foot	\$64,396.44	1,583 Linear Foot	\$64,396.44
24	30" Drain Tile (NON-PERFORATED)	\$52.69	3780 Linear Foot	\$199,168.20	3937 Linear Foot	\$207,440.53	3,937 Linear Foot	\$207,440.53
25	Drain Tile Connection	\$183.20	200 Each	\$36,640.00	101 Each	\$18,503.20	101 Each	\$18,503.20
26	Precast Concrete Wall	\$416.16	180 Linear Foot	\$74,908.80	48 Linear Foot	\$19,975.68	48 Linear Foot	\$19,975.68
27	Random Riprap, Class III	\$53.59	350 Ton	\$18,756.50	465.4 Ton	\$24,940.25	509.3 Ton	\$27,290.71
28	Clear and Grub	\$3,185.96	1 Lump Sum	\$3,185.96	0 Lump Sum	\$0.00	0 Lump Sum	\$0.00
29	Silt Fence, Type MS or HI	\$5.00	1250 Linear Foot	\$6,250.00	388 Linear Foot	\$1,940.00	388 Linear Foot	\$1,940.00
30	Inlet Protection	\$7.14	140 Each	\$999.60	33 Each	\$235.62	33 Each	\$235.62
31	Ditch Check - Bioroll	\$6.00	1200 Linear Foot	\$7,200.00	0 Linear Foot	\$0.00	0 Linear Foot	\$0.00
32	Seeding	\$6,500.00	1.00 Acre	\$6,500.00	1.95 Acre	\$12,675.00	1.95 Acre	\$12,675.00
33	Mulch Material, Type 1	\$10.00	150 Ton	\$1,500.00	0 Ton	\$0.00	0 Ton	\$0.00
34	Rapid Stabilization Method 4	\$2.00	10280 Square Yard	\$20,560.00	9417 Square Yard	\$18,834.00	9,417 Square Yard	\$18,834.00
35	Stabilized Construction Exit	\$1,000.00	1 Lump Sum	\$1,000.00	1 Lump Sum	\$1,000.00	1 Lump Sum	\$1,000.00
TOTAL PAY ESTIMATE AMOUNT:				\$1,348,043.80		\$1,218,684.61		\$1,221,035.07

**Summary of Potential Liquidated Damages
Judicial Ditch 15 Branch Q Improvements
Buffalo Creek Watershed District Renville County, MN
S15.120831**

Date: 1-29-2024

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	<p>4.03 Contract Times: Dates</p> <p>4.04 The work will be substantially completed on or before October 31,2023, and completed and ready for final payment in accordance with Paragraph 15.06 of Section 00 72 00 "General Conditions" of this Project Manual on or before November 15,2023.</p> <p>4.05 Milestones</p> <p>A. Parts of the Work must be substantially completed on or before the following Milestone(s):</p> <ol style="list-style-type: none"> 1. Once work has commenced with the property owner's field, that work shall be completed within one growing season, including the decommissioning of the existing tile and connections to existing laterals. Failure by the Contractor to complete this work shall subject them to reimburse the property owner for crop damages. 2. Once work has commenced within the open ditch, that work shall be completed and stabilized within 14 calendar days. Failure by the Contractor to be in compliance with MPCA regulations shall be reason to withhold payment until the ditch has been stabilized. <p>4.06 Liquidated Damages</p> <p>A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal 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 Contractor agree that as liquidated damages for delay (but not as a penalty):</p> <ol style="list-style-type: none"> 1. Substantial Completion: Contractor shall pay Owner \$1500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete. 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$875 for each day that expires after such time until the Work is completed and ready for final payment. 3. Liquidated damages for failing to timely attain completion are not additive and will not be imposed concurrently. <p>B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.</p>	
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Line No.	Description	Completion Date	Current Date	Days Subject to Liquidated Damages	Liquidated Damages per day	Total Liquidated Damages to Date	NOTES/COMMENTS:
1	Liquidated Damages - Substantial Completion	10/31/2023	11/27/2023	-27	\$1,500.00	(\$40,500.00)	Substantial Completion & Final Completion are not yet met. See contract language above. The Drainage Authority will make the final determination on applying Liquidated Damages
2	Liquidated Damages - Final Completion	11/27/2023	12/1/2023	-4	\$875.00	(\$3,500.00)	
Total Liquidated Damages						(\$44,000.00)	