**SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,**

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

***[INSTRUCTIONS FOR PREPARING THIS FORM FOR INCLUSION IN THE PROJECT MANUAL ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE FIELDS AND DELETE ALL INSTRUCTIONS INCLUDING BRACKETS***

1. In the event that Substantial Completion of the Work has not occurred on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Insert Completion Date or number of calendar days after the date of the written Notice to Proceed]***, then commencing on ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert Completion Date plus one or number of calendar days after the date of the written Notice to Proceed]***, and continuing for each day or fraction thereof until Substantial Completion of the Work is established, the Contractor shall pay to the Owner, at the sole option of the Owner, the amount of ***[Insert amount in words]*** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and No/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_)** ***[Insert Amount in figures]*** per calendar day **(“Liquidated Damage Amount”)**.
2. The Contractor and the Owner agree that in the event the Substantial Completion of the Work does not occur on or prior to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Insert Completion Date* *or number of calendar days after the date of the written Notice to Proceed]****,* the Owner will suffer damages in an amount which may, due to the special nature of the Project, the Owner’s business and the Owner’s reliance upon the Substantial Completion date, be impractical or extremely difficult to ascertain. The Owner and the Contractor agree that the Damage Amount is a reasonable estimate of the damages that the Owner will suffer in the event that Substantial Completion of the Work does not occur on or prior to the Substantial Completion Date.

***[DELETE THE FOLLOWING PARAGRAPH IF NOT APPLICABLE TO THE PROJECT AND RENUMBER REMAINING PARAGRAPH IF APPLICABLE.]***

1. Also refer to roofing systems technical Specifications Sections including: **Section 07 51 00: Built-Up Bituminous Roofing,** **Section 07 53 00: Elastomeric Membrane Roofing**, and **Section 07 62 00: Sheet Metal Flashing and Trim.** ***[When the project includes roofing, roof repairs or reroofing work, verify applicable roofing systems Specifications Section numbers and names with the Architect/Engineer.]*** For construction Work which exceeds the time period(s) provided in these Sections, the Contractor shall pay to the Owner, at the sole option of the Owner, the amount of ***[Insert amount in words]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and No/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_) *[Insert Amount in figures]*** per diem **(“Damage Amount”)**, ***[Insert anticipated costs to be incurred by the Owner if the roofing and/or reroofing construction extends longer than the time allowed by the Contract Documents for this work.]*** in addition to other liquidated damages amounts.

D. Payment of liquidated damages shall be in the form of a Change Order reducing the Contractor’s Contract Sum by the amount of the liquidated damages. If the Contractor refuses to sign the Change Order for liquidated damages, the Owner reserves the right to unilaterally reduce the Contract Sum by the amount of the liquidated damages. If the amount of the liquidated damages exceeds the remaining unpaid balance of the Contract, the Contract Sum shall be reduced by the amount of the unpaid balance and the Contractor shall pay the Owner the difference between the liquidated damages and the unpaid balance.

**END OF SECTION**