



## **SP GP 7 7.8-001 (2013)**

### **Standard Specifications for Construction**

#### **City of Waco 2013**

#### **Special Provision to General Provision Section 7**

#### **Prosecution, Progress, and Acceptance of the Work**

#### **7.8 Liquidated Damages**

May 15, 2020

The Standard Specifications for Construction City of Waco 2013  
General Provision Section 7 Prosecution, Progress, and Acceptance of the Work  
7.8 Liquidated Damages

is hereby deleted in its entirety and replaced as follows effective for all projects with bid opening date of June 1, 2020 and thereafter:

#### **7.8 LIQUIDATED DAMAGES**

As stated in the Solicitation, time is of the essence to the Owner in completing the project. It is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to perform the service within the time specified. Therefore, in the event of Contractor's failure to complete Work by the time deadlines specified in the Contract, Contractor agrees to pay and will pay to Owner liquidated damages for each day of delay or nonperformance as defined in the contract. For each day in excess of the time specified in the Contract (working or calendar depending on the Contract) for the competition of Work, as adjusted in accordance with General Provisions *Section 7.5, Delays and Extensions of Time*, the Contractor shall pay to the Owner, or have withheld from monies due it, the sum of \$950, unless otherwise provided in the contract documents.

Execution of the Contract shall constitute agreement by the Owner and Contractor that \$950 per day (unless otherwise provided in the contract documents) is

the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as penalty, and may be deducted from payments due the Contractor if such delay occurs.

*Thomas M. Dahl*

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