

3.2.2.8-5 Liquidated Damages--Construction (February 2003)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to TSA as liquidated damages, the sum of \$_____ [insert amount] for each day of delay.

(b) If TSA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs to TSA in completing the work.

(c) If TSA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

PRESCRIPTION

May be used in RFI/RFP's and contracts for construction, except construction on a cost-plus-fixed-fee basis. The Contracting Officer should insert appropriate information in the clause.