

# Palm Beach State College

# Board Policy

<b>TITLE</b>	Liquidated Damages	<b>NUMBER</b> 6Hx-18-4.63
<b>LEGAL AUTHORITY</b>	100.61 FS, 1001.64 FS	<b>PAGE</b> 1 of 2
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 8/8/1990	

## Policy:

Failure to complete a construction project within the time fixed in any construction contract and/or agreement will result in substantial injury to the owner, and damages arising from such failure cannot be calculated with any degree of certainty; it is for this reason that the owner adopts the following conditions and schedule of liquidated damages:

1. The number of days for the contract shall be specified in the contract documents in accordance with the State Board of Education regulations.
2. The number of days indicated by the proposal shall be the basis for establishing the date of substantial completion. Time on the contract will begin with the notice to proceed issued by the architect.
3. The contractor recognizes and agrees that damages due to failure of the contractor to complete the construction project on the date scheduled are difficult to estimate and/or prove. The contractor consents and agrees that it is not necessary for the owner to prove monetary loss.
4. The contractor agrees to pursue this contract diligently, to provide sufficient labor and to schedule receipt of materials so as to insure full completion on or before the date of the substantial completion, and, should he/she fail to do so, he/she will pay the owner liquidated damages, not to be construed as a penalty, in accordance with the schedule below:

Contract Sum	Liquidated Damages
\$00 to \$100,000	\$150 per day
\$100,001 to \$250,000	\$200 per day
\$250,001 to \$500,000	\$300 per day
\$500,001 to \$1,000,000	\$400 per day
\$1,000,001 to \$2,500,000	\$500 per day
\$2,500,001 and over	\$600 per day

Larger amounts for liquidated damages may be specified for construction projects which have a critical time factor for completion. In such cases, failure of the contractor to meet the time of the construction contract would disrupt and damage the programs to be housed in the facility under contract.

5. The actual date of completion shall be the date of substantial completion or that date at which time the project is capable of being beneficially occupied by the owner for the purpose for which it was intended, which date would be as determined by the owner following consultation with the architect and would be certified by the designing architect.
6. The contractor may request an extension of time in writing in the form of a change order in accordance with the agreement, due to delays caused by acts of God, authorized labor strikes, authorized actions of the Federal government or abnormal weather and causes totally beyond the control of the contractor. This written request to the owner through the architect must be made within 20 days of the delay. Requests for time extension shall be considered by the designing architect who will make his/her recommendation to the Board as to the granting or denial of the request. Normally anticipated inclement weather shall not be considered as reason for delay, and causes beyond the control of the contractor are limited to such things as changes ordered by the owner necessitating additional time, unavailability of material that may have been originally properly scheduled and anticipated holidays.
7. The Board may grant or deny extensions of time by its own good judgment, considering the recommendations of the designing architect and President of the College.
8. The provisions of this condition are in addition to, and not in place of, all other remedies afforded to the owner by virtue of all the contract documents or the laws of the State of Florida.
9. The appropriate and applicable portions of this condition shall also appear in the construction contract agreement itself.