**DOCUMENT 007305**

**SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

**ARTICLE 2 - DEFINITIONS**

2.11 Delete this Paragraph in its entirety and replace with the following:

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in completion of the Work.

**ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE**

13.3 Delete this Paragraph in its entirety and replace with the following:

EDITS TO THIS SECTION ARE NOT PERMITTED, UNLESS APPROVED, IN WRITING, BY THE BUSINESS UNIT LEADER AND CONTRACTING OFFICER. APPROVAL FOR EDITS SHOULD BE OBTAINED PRIOR TO THE SUBMISSION OF THE FINAL DOCUMENTS.  EDITS SHALL ONLY BE MADE BY OGS D&C CONTRACT MANAGEMENT.  EXAMPLES OF CHANGES THAT MAY BE REQUIRED INCLUDE:  1) IF THERE ARE ADDITIONAL PROJECT MILESTONES SPECIFIED IN SECTION 011000 THAT REQUIRE LIQUIDATED DAMAGES, OR 2) IF INCREASED LIQUIDATED DAMAGES WERE PRE-APPROVED BY CONTRACTING OFFICER.

13.3 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of $1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of $500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

**END OF DOCUMENT**