

**READ CAREFULLY !!
LIQUIDATED DAMAGES AND CHARGES
CITY OF CANTON, OHIO**

It is mutually agreed by and between the parties hereto, that time is an essential part of this contract, and should the Contractor fail to complete said project within **NINETY(90) DAYS** upon issuance of "Notice to Proceed" or including any extensions of time ordered or granted by the City, he shall be liable for the wages of any inspector or inspectors employed on the work, from such time of completion as above specified, until the final completion and acceptance of the work by the City, and the amount of such wages shall be deducted from any money due or which may become due the Contractor under this contract. *There will be no liquidated damages during the winter months (December 1 through April 15). Work during the Winter is permissible. However, the contractor will still be required to comply with the specs including weather sensitive issues. The City will not pay extra for necessary provision needed for winter work. Contractor must protect his work and follow standard Winter Procedures.*

The Contractor further agrees to pay the City the sum of **TWO HUNDRED DOLLARS (\$200.00) PER DAY**, for each and every day that the time consumed in the said performance and completion exceeds the time fixed or including any extension of time ordered or granted by the City, which said sum, in view of the difficulty of ascertaining the loss which the City will suffer by

reason of delay in the performance of the work hereunder is agreed upon, fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such delay and default, and not as a penalty, and the City shall deduct and retain the amount of such liquidated damages out of the money which may be due or become due the Contractor under this contract.