

COUNTY OF SANTA CLARA
EXHIBIT E - LIQUIDATED DAMAGES

The parties to this contract acknowledge that time is of the essence in this contract. If the work is not completed by Contractor in the time and by the date specified in this agreement, or any authorized extension thereof, it is understood that County will suffer damages; and it being impracticable and extremely difficult to determine the amount of actual damage the County will sustain in the event of and by reason of such delay, it is agreed that Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, the sum of \$7500 for each calendar day past the specified date of completion until the work is completed, and the Contractor agrees to pay said liquidated damages and further agrees that County may deduct the amount thereof from any moneys due or that may become due the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to , Acts of God, or of the public enemy, acts of the government, or acts of the County; provided further, that in the event of any delay in work caused by the County, Contractor shall be entitled to an extension of time in which to complete, but shall not be entitled to damages for such delay. In the event of composite delay caused in part by the County and in part by the Contractor, the parties shall be entitle to an appropriate apportionment for the purpose of determining liquidated damages due the County and entitlement to time extensions due the Contractor.

Bidder Name _____

Signature _____

Title _____

Date _____

RETURN THIS FORM WITH BID PROPOSAL

EXHIBIT "E"