



CITY OF COLUMBIA

DEPARTMENT OF PROCUREMENT AND CONTRACTS

**1800 MAIN STREET, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-758-1013
purchasing@columbiasc.net**

January 15, 2021

PROJECT: BID020-20-21-LAG - Lower Saluda River Relief Sewer and Pipe Rehabilitation (SS7428) CDBE

ADDENDUM No. 4

Contractors submitting a bid for the above named project shall take note of the following changes, additions, deletions, clarifications, etc. in the issuance of this addendum, which shall become a part of and have precedence over anything contrarily shown or described in the contract documents. All such shall be taken into consideration and be included in the contractor's bid Proposal.

Acknowledge receipt of this addendum by responding to the eBid system question. This addendum forms a part of the contract documents.

The attached noted items are corrections, additions or deletions to the contract documents, as noted:

1.) Attachment: Construction Days Extended: Total of 580 completion days.

End of Addendum No. 4

The undersigned proposes and agrees to begin work on a date to be specified in a written order from the City and to substantially complete the amount of work herein contemplated within **five hundred twenty (520)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) and to fully complete the amount of work herein contemplated within an additional **sixty (60)** consecutive calendar days for a total construction time of **five hundred eighty (580)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP).

Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

The bidder hereby agrees to enter into a contract to begin and complete said work according to plans, specifications and all the terms and conditions of the advertisement, instructions to bidders, and of the proposal, and within ten (10) days from the date of acceptance of this proposal. The bidder will also furnish bonds and insurance, as required by the contract.

Attached hereto is a bid bond **or** certified check for the sum of 5% _____ (\$ _____) Dollars payable to The City of Columbia. The check shall be held by the City (1) until the successful bidder shall have executed, as required, the contract and bond, and (2) in the event that the contract is awarded to the undersigned and he shall fail to execute, as required, the contract and bond, then the said check shall be retained as and for liquidated damages for such failures, otherwise the said check shall be returned to the undersigned.

The undersigned hereby agrees that the City has the right to reject any or all bids and the undersigned shall not dispute the quantities used in preparing the bids.

Respectfully submitted,

SEAL
(if bid is by a Corporation)

Signature of Person, Firm or Corporation
Making Bid

Title

Business Address

SC Contractor's License No.: _____