Fairfield County Schools

DOCUMENT 009113 - ADDENDUM 01

Fairfield Central High School, Winnsboro, SC 29180

LS3P Project No.: 2201-210535 Bid Documents Date: April 12, 2022

# A. NOTICE TO BIDDER

- 1.1 This Addendum is issued pursuant to the Conditions of the Contract and is hereby made part of the Contract Documents. The addendum serves to clarify, revise, and supersede information in the Project Manual, the Drawings, and previously issued Addenda. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. Failure to do so may subject the Bidder to disqualification. A list of attachments, if any, is part of this document.
- 1.2 The date for receipt of bids for this project is unchanged by this Addendum.
- 1.3 Pre-Bid Conference: A non-mandatory pre-bid conference was held at the high school Wednesday, April 20<sup>th</sup>, 2022 at 9:00 am local time.

## **B. CLARIFICATIONS**

1.1 No clarifications included in this Addendum.

## C. APPROVED SUBSTITUTION REQUESTS

1.1 No Approved Substitution Requests included in this Addendum.

## D. MODIFICATIONS TO PROJECT MANUAL

- 1.1 004113 BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT):
  - 1. Replace with revised Bid Form included in Attachments.
    - a. Add Alternate No. 01: Concrete Slab with Synthetic Turf: Revise completion date to January 3, 2023.
    - b. Add Alternate No. 02: Stair Canopy: Revise completion date to January 3, 2023.

## E. MODIFICATIONS TO DRAWINGS

1.1 Sheet E-001: Replace with revised sheet, included in the attachments.

#### F. ATTACHMENTS

- 1.1 This Addendum includes the attached documents and specification sections:
  - a) SECTION 004113 BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT)
- 1.2 This Addendum includes the attached full sheets:
  - a) Electrical Sheet E-001

END OF ADDENDUM 01

# DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1	BID INFORMATION				
A.	Bidder:				
B.	Project Name: Fairfield Central High School.				
C.	Project Location: 836 US-321 BYP South, Winnsboro, SC 29180				
D.	Owner: Fairfield County School District.				
E.	Architect: LS3P.				
F.	Architect Project Number: 2201-210535.				
1.2	CERTIFICATIONS AND BASE BID				
A.	Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LS3P and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:				
	1 Dollars (\$).				
1.3	BID GUARANTEE				
A.	The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:				
	1Dollars (\$).				
В.	In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.				
1.4	SUBCONTRACTORS AND SUPPLIERS				
A.	The following companies shall execute subcontracts for the portions of the Work indicated:  1. Concrete Work:  2. Electrical Work:				

# 1.5 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by the dates listed below. Work is subjected to Liquidated Damages as specified in this Section.
  - 1. Stairs and Electrical Work shall be completed by July 29, 2022.
  - 2. Batting cage shelters shall be completed by January 3, 2023.
  - 3. Stair canopy shall be completed by January 3, 2023.

# B. Liquidated Damages:

- 1. A delay in achieving Substantial Completion within the Contract Time is a breach and will necessarily cause damages to the Owner. Such damages include but are not limited to: delayed or diminished use of facility; inconvenience to building users; increased inspection, oversight and administrative costs to the Owner; diversion of the Owner's employees from other tasks and projects; increased and extended project overhead; and inefficiencies and loss of productivity. Therefore, in the event of delayed performance the following amounts will be charged against the Contractor, and the Contractor's surety if any, as liquidated damages and not as a penalty:
  - a. The amount of \$500.00 per calendar day for failing to meet Time of Completion date requirements.
- 2. Liquidated damages are a reasonable estimate of the damages to Owner resulting from the Owner's delayed beneficial occupancy and that they are not a penalty. The above liquidated damages shall not be construed as constituting a claim or award for consequential damages.
- 3. The Owner may withhold liquidated damages from any payment to Contractor. Making Final Payment shall constitute a waiver of the Owner's right to liquidated damages not withheld unless the right to assess liquidated damages is specifically reserved in writing by Owner. The Owner's entitlement to liquidated damages shall not be considered a Claim subject to the time limitation for asserting Claims, but rather accrues automatically upon the Contractor's failure to meet the Contract Time.
- 4. Liquidated damages shall not be assessed for the Contractor's delayed performance if and to the extent the delay is due to acts or omissions of the Owner or to other events beyond the Contractor's control. It is Contractor's responsibility to file a claim in a timely manner in order to obtain additional time to perform. Failure by the Contractor to make timely claim and obtain additional time under said contract procedure constitutes a waiver, in which case the Owner shall be entitled to liquidated damages for delayed performance without need for the Owner to establish that the Contractor was responsible for the delay.
- 5. This liquidated damages provision is not intended to apply to all additional costs incurred by Owner as a result of breach or delay. Specifically, this liquidated damages provision does not apply to additional costs incurred by Owner for correction of defective work or completion of the construction contract; additional legal, and design professional costs resulting from breach or delay. Such damages, losses and expenses are likely to be ascertainable in the event of a breach and are thus outside the scope of this liquidated damages provision. The Owner's right to recover liquidated damages for delay is in addition to, and not in lieu of recovery of such ascertainable items of damages.
- 6. The Owner's right to liquidated damages shall not be affected or waived by the Owner's termination of the contract upon material breach by the Contractor, nor by the Owner's

permitting the Contractor to continue and finish the work or any part thereof after the expiration of the specified completion dates.

# 1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
  - 1. Bid Form Supplement Allowances.
  - 2. Bid Form Supplement Alternates.

END OF DOCUMENT 004113

