



Office of the Vice President
and Chief Financial Officer
Procurement Services
<https://procurement.ufl.edu/>

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December 8, 2020

ADDENDUM NUMBER 4 ON INVITATION TO BID ITB21KO-121

TITLE: Thermal Utility System Improvements

This addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract documents, this addendum shall govern and take precedence. Bidders are hereby notified that they shall acknowledge receipt of the addendum.

This addendum consists of:

- Change to Bid Opening date and time. **Bids are due no later than December 10, 2020 at 3:00PM.** Bid Opening will be held remotely. A link to the Zoom meeting will be posted on the Schedule of Bids webpage prior to the bid opening date and time.
- Addition to Section 00100 – INSTRUCTION TO BIDDERS. See attached Item 1.15.

A handwritten signature in blue ink that reads "Karen Olitsky".

Karen Olitsky
Procurement Agent III

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM 4 AND RETURN WITH YOUR BID.
FAILURE TO ACKNOWLEDGE THIS ADDENDUM COULD CONSTITUTE REJECTION OF YOUR BID.**

VENDOR NAME

VENDOR ADDRESS

SIGNATURE

1.15 LIQUIDATED DAMAGES

- A. Failure to Substantially Complete the Work within the time described in Section 01310 Construction Schedules, 2.1.G., will result in injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not Substantially Completed within the time provided in Section 01310 Construction Schedules, 2.1.G., or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Owner-Contractor Agreement, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$1,000.00 per day for each calendar day for the first 30 days and \$1,500.00 per day for each day after the first 30 days elapsing between the date fixed for Substantial Completion and the date such Substantial Completion is fully accomplished. It is further agreed that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.
- B. The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the General Terms and Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Owner-Contractor Agreement, except claims related to Contractor's delays in Substantial Completion. Owner's right to receive liquidated damages shall in no manner affect the Owner's right to terminate the Owner-Contractor Agreement, as provided in the General Terms and Conditions or elsewhere in the Owner-Contractor Agreement. The Owner's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages.
- C. When the Owner reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the Contractor will fail to achieve Final Completion by the date of Final Completion, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay. If and when the Contractor overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.