

**Greenville Utilities Commission**  
**Specifications For**  
**Industrial Gas Meter Sets Replacement – Phase II**  
**S.T. Wooten Corporation Asphalt Plant**  
**May 28, 2013**

To: All Prospective Proposers and Others Concerned

Subject: Addendum No.1 – May 23, 2013

The intent of this addendum is to notify all prospective proposers and others concerned that the Specifications and Documents are hereby modified as follows:

1. Replace pages PP-2-4, or entire Bid Proposal, with pages PP-1-2. Bid Proposal has been revised to include additional information in the Description of Work and to correct page numbering.
2. Replace Table of Contents with the attached Table of Contents. Page numbering has been revised per the above revisions.
3. Replace page GC-15 from the General Conditions with the enclosed page. Section 12.1 has been revised to show a thirty (30) calendar day contract time to match the time stipulated in the Agreement.

The foregoing changes shall be incorporated in the Specifications and Documents.

Please acknowledge receipt of this addendum by e-mailing Cleve Haddock, Purchasing Technician at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com).

**GREENVILLE UTILITIES COMMISSION**

**BID PROPOSAL**

**GUC – Industrial Gas Meter Sets Replacement – Phase II  
S.T. Wooten Corporation Asphalt Plant**

The undersigned, as Bidder, hereby declares that He, or He and His associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and all contractual documents relative thereto, and has read all special provisions furnished prior to the bid opening; that he has satisfied himself relative to the work to be performed, and materials and equipment to be furnished.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Greenville Utilities Commission in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the Specifications and Contract Documents, to the full and entire satisfaction of the Greenville Utilities Commission with definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the lump sum prices for each facility.

Final payment shall be made at the Lump Sum Price listed below for the prescribed facility. All items necessary to complete the installations as described in the Contract Documents shall be included in the Lump Sum Price listed below and no other claim shall be made for payment. The Lump Sum Price shall include all required sales tax, freight charges, and all other applicable taxes and fees.

**ITEM 1.0**

**BID PROPOSAL – S.T. Wooten Corporation Asphalt Plant Meter/Regulator Facility**

The Contractor shall provide a lump sum price for the installation of the natural gas facility as described in the Specifications and Plan Sheets STW-1 through STW-6 (see Technical Specifications, Section 3.3 for descriptions of Equipment, Tools, Labor, and Materials to be furnished by Owner and Contractor).

**DESCRIPTION OF WORK**

**Perform site work including provision and installation of stone and installation of rock shield, provide and install fencing per the project plans, construct and install meter and regulator runs, and perform tie-ins for the S.T. Wooten Corporation Asphalt Plant meter set in accordance with the project plans and scope of work described herein.**

Our total base lump sum price for the Work as described in these Contract Documents is:

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

In submitting the above bids, We represent and warrant that the prices for all items listed above represent Our proposal and bid for the Work herein described.

We understand that the execution of this Proposal Contract does not limit the Greenville Utilities Commission in the use of Its own construction crews or construction crews of one or more other Contractors in the area covered by this Contract.

The Bidder further agrees that:

- a) The Greenville Utilities Commission, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of the Greenville Utilities Commission. Any changes, erasures, deletions in the lump sum price above, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection;
- b) In case of failure on his part to execute the said agreement within ten (10) consecutive calendar days after written notice being given on the award of the Contract, the monies payable by the Securities accompanying this bid shall be paid to the Greenville Utilities Commission, as liquidated damages for such failure; otherwise, the Securities accompanying this bid shall be returned to the undersigned;
- c) That the Work under this Contract will commence not later than ten (10) consecutive calendar days after the date of a written "Notice to Proceed" given by the Greenville Utilities Commission to the Contractor.

Enclosed herewith is the following Security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the Work in accordance with the Plans and Specifications.

Bidder's Bond or Certified Check in the amount of \$ \_\_\_\_\_.

If Bond, Name of Surety: \_\_\_\_\_.

If Check, Name of Bank: \_\_\_\_\_.

This bid is subject to acceptance within a period of sixty (60) days from the date of this bid proposal.

The undersigned agrees to substantially complete the Work included in the Bid Proposal within thirty (30) consecutive calendar days from the Notice to Proceed.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

- No. \_\_\_\_\_ Dated \_\_\_\_\_
- No. \_\_\_\_\_ Dated \_\_\_\_\_
- No. \_\_\_\_\_ Dated \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(printed)

\_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

FAX #: \_\_\_\_\_

**CONTRACT DOCUMENTS AND  
PROJECT SPECIFICATIONS**

For

**Industrial Gas Meter Sets Replacement – Phase II  
S.T. Wooten Corporation Asphalt Plant**

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Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to the GUC such additional information on all SUBCONTRACTORS, Suppliers, and other persons and organizations. If the GUC, after due investigation, has reasonable objection to any proposed SUBCONTRACTOR, Supplier, other person or organization, the GUC may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit an acceptable substitute. That Bidder's Bid price will be changed by the difference in cost occasioned by such substitution and GUC may consider such price adjustment in evaluating Bids and making the contract award.

b. If apparent Successful Bidder declines to make any such substitutions, GUC may award the contract to the next lowest responsible, responsive Bidder that proposes to use acceptable SUBCONTRACTORS, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any SUBCONTRACTOR, Supplier, other person or organization listed and to whom the GUC does not make written object prior to the giving of the Notice of Award will be deemed acceptable to the GUC, subject to revocation of such acceptance after the Effective Date of Agreement. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

c. The Contactor shall be as fully responsible to the GUC for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The CONTRACTOR shall cause appropriate provision to be inserted in all subcontracts relative to the Work to require compliance by each SUBCONTRACTOR with applicable provisions of the Contract for the improvements embraced in the Contract.

e. Nothing contained in any agreement shall create any contractual relation between any SUBCONTRACTOR and the GUC.

f. SUBCONTRACTORS shall maintain the proper North Carolina registration in accordance with § 2.5 and a valid business licenses as required.

## **12. COMPLETION/STOPPAGES, ETC.**

### **12.1 Time of Completion**

a. Final Completion for the Work of the Project will be required within thirty (30) consecutive calendar days from the date of Notice to Proceed.

b. The GUC reserves the right to suspend work in the case of inclement weather.

c. If the work is delayed by an act, default, or negligence on the part of the GUC or by approved nonperformance on the part of the CONTRACTOR, an equivalent extension of time for completion may be granted by the GUC when so requested by the CONTRACTOR.

### **12.2 Liquidated Damages**

a. The GUC is authorized to deduct and retain out of any monies that may be due or become due to the CONTRACTOR under this agreement, the sum of one thousand dollars (\$1,000) per working day, not as a penalty but as liquidated damages for each and every day that the work is not completed beyond the time stipulated in the Specifications and General Conditions; provided that due account shall be taken of any authorized adjustment of the completion schedule.

b. Should the CONTRACTOR fail to complete the Work on or before the date stipulated for Final Completion (or such later date as may result from extension of time granted by the GUC), the