

**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.2 – May 24, 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 GC-15 (revised via Addendum 1) and GC-16 from the General Conditions with the enclosed pages. Section 12.2 has been revised to reflect Liquidated Damages amounts 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).

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 who 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 five hundred dollars (\$500) 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 for substantial completion; 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 CONTRACTOR shall pay the GUC, as liquidated damages, the sum of three hundred dollars (\$300) for each consecutive working day that terms of the Contract remain unfulfilled beyond the date allowed by the Specifications and General Conditions after substantial completion of the work, which sum is agreed upon as a reasonable and proper measure of damages which the GUC will sustain by failure of the CONTRACTOR to complete the Work within the time as stipulated. CONTRACTOR acknowledges that actual damage to GUC for late completion would be difficult to estimate accurately and that the liquidated damages specified herein represent a reasonable good faith approximation of the GUC's anticipated damages. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

c. The GUC shall retain from final payment (or any remaining retained percentage otherwise to be paid the CONTRACTOR) amounts necessary to compensate the GUC for liquidated damages for which the CONTRACTOR is liable. If the final payment and remaining retained percentage are not sufficient to cover the liquidated damages, the CONTRACTOR shall pay the GUC the damages remaining.

### **12.3 Substantial Completion**

a. When CONTRACTOR considers the entire Work ready for its intended use and restoration is complete CONTRACTOR shall notify the ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed as incomplete) and request that ENGINEER issue a notification of Substantial Completion. Within a reasonable time upon written notice from CONTRACTOR; the GUC and the CONTRACTOR will make an inspection of the Work to determine the status of completion.

b. If the ENGINEER does not consider the Work substantially complete, the CONTRACTOR will be given notification in writing. A punchlist of items to be completed or corrected in order for the Work to be considered substantially complete will be included.

c. If the ENGINEER considers the Work substantially complete, the CONTRACTOR will be given notification in writing, fixing the date of Substantial Completion. A punchlist of items to be completed before final payment will be included.

d. Upon written notice from CONTRACTOR that the entire Work is complete, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any remaining or additional punchlist items. CONTRACTOR shall immediately take such measures as are necessary to complete or correct the punchlist items.

### **12.4 Possession Prior to Completion**

a. Prior to Substantial Completion of the project, the ENGINEER may request the CONTRACTOR in writing to permit him to use part of the project without significant interference with construction of the other parts of the project. If Contractor agrees, he will certify to the GUC that said part of the project is substantially complete and request the ENGINEER to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter, the ENGINEER shall make an inspection of the part of the Project to determine its status of completion.

b. If the ENGINEER does not consider that it is substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Project is substantially complete, the ENGINEER will execute and deliver a certificate to that effect, fixing the date of Substantial Completion as to that part of the project, attaching thereto a tentative list of items to be completed or corrected before Substantial Completion of the entire project and fixing the responsibility between the GUC and CONTRACTOR for maintenance as to that part of the project.