



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

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EUGENE A. CONTI, JR.
SECRETARY

October 25, 2012

MEMORANDUM TO: Pre-Bid Conference Attendees

SUBJECT: Minutes of Pre-Bid Conference

Contract No. DK00079 – WBS Element No. 3711.3.15
Landscape and Hardscape Renovation at the Welcome Center in Surry County

The pre-bid conference for the above project was conducted on October 23, 2012 at 10:00 AM with all interested parties meeting at the North Carolina Welcome Center located on Interstate 77 at the Virginia State Line in Surry County, North Carolina. Representing NCDOT was Joe Laws, Jason Joyce, Craig Harris and Dan Wilson. All contractors present were asked to signify their presence by signing the attached roster. Mr. Laws provided a representative of each firm with a copy of the contract proposal and plan sheets for the project.

All attendees were instructed that they must sign in and sign out on the roster to be pre-qualified to bid. Failure to do so will result in not being pre-qualified to bid and any bids from those contractors will be rejected. Attendees were instructed to sign in and sign out using the company name as it will appear on the bid.

All attendees were advised that all questions relative to this project must be addressed during the course of the conference and no other questions will be addressed following the conclusion of this meeting. Advised all present that all agreements and changes made during the course of this showing become a part of the contract. All attendees were advised that minutes of the meeting would be provided for his/her records.

Mr. Laws informed all attendees that the bid opening date for this project would be held on November 1, 2012. The proposal with the bid sheet still attached (excluding the plans) shall be placed in a sealed envelope and must be delivered to and received in the Division Engineer's Office at 801 Statesville Road, North Wilkesboro, NC 28659 by 10:00 AM. The proposal shall be completed in black or blue ink and shall be properly signed and executed. All attendees were advised that in accordance with GS 136-28.1, should the total amount exceed \$1,200,000, the bid will not be considered for award. Bid Bonds are not required for the submission of bids for this contract.

The date of availability is November 30, 2012 and the completion date is March 29, 2013. Liquidated Damages shall be \$200.00 per calendar day. No work will be permitted on this project during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy.

P. O. BOX 250, NORTH WILKESBORO, NC 28659
PHONE (336) 667-9111 FAX (336) 667-4549

No work will be permitted and no contract will be executed until all prerequisite conditions and certifications have been satisfied.

There are no Major Contract Items in the contract but the contract does contain Specialty Items for Fencing Items, Signing Items, Lighting Items, Utility Construction Items, and Erosion Control Items.

Contract Payment and Performance Bonds in the amount of 100% of the contract amount will be required should the contract exceed \$500,000.00. The contractor will be required to provide evidence of Liability Insurance in the amount of \$5,000,000.00 and also proof of Workmen's Compensation Insurance prior to beginning work on the project.

Mr. Laws advised all attendees that this project is not subject to the licensing requirement of Chapter 87 of the General Statutes. However, the proper license to perform the electrical work of this contract will be required.

The contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he/she begins work until the project is completed. All attendees were also advised that the Department will not be responsible in any way to the contractor's personnel for damages, destruction or loss to the contractor's equipment, supplies, materials or tools.

In accordance with Article 107-21, all personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

All claims for additional compensation or and extension of contract time should be submitted to the Engineer within thirty days of final invoice payment. This request should be submitted on the Contractor Claim Submittal Form found on the website listed within the contract proposal.

Mr. Laws advised that all work and materials would be subject to inspection and that an Inspector would be present on the project at all times. All attendees were advised that the quantities contained in the contract were estimated and are subject to change and the Department makes no guarantee of actual quantities.

Mr. Laws also advised all attendees of the provision concerning gifts from vendors and contractors making it unlawful for any vendor or contractor to make gifts or to give favors to any State employee. All attendees were advised to read the provision. The bid execution form contains the certification of acknowledgment for this provision.

Mr. Laws advised all attendees that this contract is subject to the 2012 Standard Specifications for Roads and Structures. Final acceptance of the project will be made only after the satisfactory completion of all work covered by the contract.

Mr. Joyce discussed the following Project Special Provisions:

- Tree Preservation / Protection Fence – This fence is to be installed around all work areas to separate these areas from areas remaining open to the public. The welcome center is to remain open at all times during the life of this contract. Signs are required at each area indicating “Tree

Protection Zone” in both English and Spanish. Payment will be made for the Tree Protection Fence per linear foot.

- Demolition – The work covered by this provision will consist of the removal and disposal of all paving, vegetation, and site amenities as shown on the plans to be removed. Payment will be made for Demolition as Lump Sum.
- Selective Tree Removal – The four (4) trees to be removed were pointed out by Mr. Joyce. Payment for this item will be per each.
- Landscape Grading – The work covered by this provision will consist of cutting and backfilling around walls and sidewalks to provide proper drainage and elevations as indicated on the plans. Payment will be made for Landscape Grading as Lump Sum.
- Segmental Block Retaining Wall – Acceptable product and manufacturers are listed in this provision. Should the contractor chose a manufacturer other than those listed, he/she will be required to submit the catalog sheets with specifications, four representative full size samples, and the manufacturers written product specifications. He will also be required to install a mock-up wall section for review and approval by the Engineer. Payment for the Segmental Block Retaining Wall will be made per square feet.
- Concrete Paving 4” Concrete Sidewalk – Construction of 4” Concrete Sidewalk shall conform to the Section 848 of the *Standard Specifications*. Payment will be made for this work per square yards.
- Concrete Pavers and Concrete Paver Edging – The work covered by this provision will consist of removing and reinstalling existing concrete pavers and concrete paver edging as shown on the plans. Mr. Wilson indicated that the materials to be removed should provide enough coverage at the new location and no additional materials will be required. Payment for this work will be paid as Lump Sum.
- Split Rail Fence – The work covered by this provision will consist of removing and reinstalling at a new location, the split rail fence as shown on the plans. New material matching the existing shall be provided and installed if the removed fence is insufficient in quantity or quality. Payment for this work will be made per linear foot of Split Rail Fence Relocated and Split Rail Fence New.
- Reset Wooden Welcome Sign – The contractor will be required to remove, store during construction, and reinstall the Welcome to North Carolina sign. Payment will be made as Lump Sum.
- Re-Placement of Boulders – The contractor will be required to relocate approximately five (5) boulders for the construction of the new retaining wall. Payment will be made per each.
- Relocated Post Top Lights – The contract will be required to remove and reinstall two (2) post top lights to the location indicated in the plans. New electrical service to these lights will be required as well as new concrete foundations and anchors. Refer to Sheet 10 of the project plans. Payment will be made for Relocated Post Top Lights per each, 2” Sleeved for Underground Elec./Phone Service (Sch 40 PVC) per linear foot, and Electrical Junction Box 12 Inch per each.
- Relocated Picnic Shelter – The work covered by this provision will consist of removing and reinstalling the existing Single Table Picnic Shelter, Picnic Table, and Benches to the new location shown on the plans. Payment will be made per each.
- Landscape Metal Edging – The contractor will be required to install metal landscape edging at locations shown on the plans. Payment will be made per linear foot.
- New Post Top Lights on Concrete Foundations – Work will consist of furnishing the three (3) each light, pole, and constructing a new concrete foundation for mounting the Light Pole in accordance with Section 1405.01 of the *Standard Specifications*. Payment will be for New Post

- Top Light and Pole on Concrete Foundation per each and Electric Line-Install / Repair per linear foot.
- Mr. Joyce also discussed the 12 Month Warranty Period and work associated with this provision. The warranty agreement shall begin after acceptance of the initial planting. During the warranty period, the Contractor and the Division Roadside Environmental Engineer (or a designated representative) will discuss the warranty work that is needed for each month on the project. The contractor will be required to perform the work as defined by the Engineer and replace any plantings that have not survived. Payment will be made per each plant that requires replacement. An Addendum for the 12 Month Warranty Period and Revised Bid Forms will be forthcoming.

All attendees were advised that the contract proposal for each contract contained a Disadvantaged Business Enterprise Goal of 0%. A listing of all certified DBE firms can be found on the Department's website at <https://partner.ncdot.gov/VendorDirectory/default.html> and should be used for solicitation of subcontractors. Mr. Laws discussed the procedure for completing the Listing Form of DBE subcontractors. All attendees were instructed to list each pay item and the cost for same on the form and not to lump items and cost together. Blank forms will not be deemed to represent zero participation and will be considered nonresponsive and will not be accepted by the Department. Failure to satisfy the contract goal at the conclusion of the project will require the contractor to submit justification for the shortfall of payment to the DBE subcontractor. Failure to do so may result in disqualification from bidding on future projects.

All attendees were advised that the contract contains Federal Special Provisions and all federal requirements must be satisfied with the exception of the requirements of Paragraph IV – Payment of Predetermined Minimum Wage and Paragraph V – Statements and Payrolls. All attendees were advised that the federal wage rates under General Decision NC120097 – Z97 on pages 65-67 are not applicable to this contract.

All attendees were advised to complete all items on the Bid Forms. The Unit Bid amount will govern in the event that an inaccurate Amount Bid extension is made. The Total Bid for Project amount must be stated at the appropriate place on the Bid Form. The Execution of Bid, Non-collusion Affidavit and Debarment Certification sheet must also be completed and signed by the contractor. Everyone was advised to select the appropriate sheet relative to the company's designation. This sheet should contain the corporate seal, if applicable, along with a Notary Seal, otherwise the bid will be considered nonresponsive and may be rejected. Mr. Laws advised all attendees that Expedite Bid files are available for both of the contracts and may be used to compile their bid. If this method is used, the contractor shall print the Expedite Bid File, sign it, and attach it to the rear of the contract proposal. The contractor shall also include a Compact Disc containing the Expedite Bid File with his bid submittal. This method is not a requirement to submit a bid.

All attendees were reminded that everything agreed to during the course of the meeting would become a part of the contract. Everyone was instructed to sign-out before leaving the meeting. Everyone was advised that once the pre-bid conference is closed that no further questions would be answered.

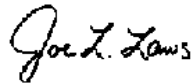
Joe Laws opened the floor to questions by attendees.

Question #1 – Will watering during the warranty period be required and if so, how will compensation be made?

Answer – Yes. Watering requested by the Engineer during the warranty period will be included in the Revised Bid Form as Water for Planting – Warranty Work and will be paid for per 1000 gals.

No questions were raised and the pre-bid conference was concluded. It was noted that the same number of participants had signed out as those who signed in.

Sincerely,

A handwritten signature in black ink that reads "Joe L. Laws". The signature is written in a cursive style with a large initial "J" and "L".

Joe L. Laws, PE
Division Project Manager

cc: M. A. Pettyjohn, PE
Jason Joyce, CPESC