



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

May 17, 2012

To Prospective Bidders

Subject: Addendum 1 for: Pickup and Removal of vegetative waste, litter and debris

WBS #: 13.101131

Route: I-240 East/Westbound Lanes to the Brevard Road Interchange and the Patton Avenue  
Interchange

County: Buncombe

This letter is to advise all prospective bidders of the following contract addendum.

- The Pre-Bid minutes issued by the North Carolina Department of Transportation for the subject contract are considered a part of the contract bid document and shall be signed by an authorized agent of the company and returned with the bid proposal. Proposals submitted without the Pre-Bid minutes shall be considered irregular and will not be considered for award.

This addendum officially becomes a part of the contract bid document. If this office can provide additional information, please feel free to contact me at (828) 251-6171.

Sincerely,

M.K. Calloway  
Division Project Manager

Cc: Mr. J.J. Swain, Jr., P.E., Division Engineer  
Mr. Keith Hill, Division Roadside Engineer

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Division Thirteen Office  
Phone: 828/251-6171

Post Office Box 3279  
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## Pre-Bid Minutes

REQUISITION #: 11133960

WBS ELEMENT: 13.101131

DESCRIPTION: Pickup and Removal of vegetative waste, litter and debris

• As of Jan 1<sup>st</sup> of 2012, New Standard Specifications for Road and Structures will govern all new contracts. The contractor is has agreed to all terms in the Standard Specifications for Road and Structures when he or she signs this contract. The Pre-bid minutes posted on the Division 13 web page must be submitted with the bid packets and signed by the representative.

• Route(s): I-240 East/Westbound Lanes to the Brevard Road Interchange and the Patton Ave. Interchange, including entrance and exit ramps.

• County: Buncombe

• Opening of bid: Wednesday, June 6<sup>th</sup>, 2012 at 2:00 PM. Please make sure to follow all instructions to bidders. All contracts must be received at the Division Office no later than 2:00 PM on the above mentioned date.

• Instructions to Bidders: Please read all instructions carefully, also any changes must be in ink and any change(s) to a bid item must be marked through the entry in ink and shall be initialed by the representative.

• Traffic control: The contractor must keep himself informed of all laws, ordinances and regulations. This includes all traffic control devices, which includes signage, cones and safety equipment. This shall be considered incidental to this contract unless stated as bid item.

• Notice after awarding of the contract to the bidder: The contractor has five (5) business days after notice of ward of contract to provide: Letter of Acceptance, Public Liability Insurance, Property Damage and Worker's compensation Insurances, the Traffic control plan, a Work Zone Supervisor Certification and E-Mail address. If any of these terms are not met within the allotted amount of time of five (5) business days, the North Carolina Department of Transportation will have the right to reject the bid and select the next lowest responsible bidder or cancellation of this contract.

• Project Special Provisions General: Pickup and Removal of vegetative waste, litter and debris. Duties shall include the removal of vegetative waste, debris, logs, limbs, branches, sticks and litter.

• Contract Time and Liquidated Damages: Availability of this contract July 2, 2012. The completion date is August 3, 2012. Liquidated Damages are eight hundred (\$800.00) dollars per day, also one hundred (\$100.00) dollars per incident for leaving out traffic control signs.

• Project Special Provisions Roadway: The Contractor shall provide all materials, labor, equipment and traffic control; also the Contractor shall notify the Engineer or his/her representative forty eight (48) hours in advance of beginning work on the project. The Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and shall be present on the project at all times. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his/her representative. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer or his/her representative.

- a.) Time 7:00am to 5:00pm Monday through Friday. Extended hours may be granted with proper permission in writing to the Engineer or his/her representative. No work shall be performed on weekends or state Holidays
- b.) Pickup and removal of vegetative waste, litter and debris: Pickup and removal of undesirable items such as: Sticks, limbs, logs and vegetation debris, also waste, litter and debris from edge of pavement to C/A fence or woodland edge. The Contractor may have to use equipment such as: chainsaws, mowers, blade/line trimmers and various hand tools, also trucks, trailers and specialized equipment to complete the work. Work must be conducted to prevent injury to trees or other types of desirable vegetation, and to prevent damage to adjacent property. Shape and make smooth these areas in accordance with generally accepted horticultural practices. Any damages will be no cost to NCDOT and the Contractor may be held responsible for any damage caused to NCDOT property, including but not limited to, trees, shrubs, turf, roadway surfaces, shoulders, guardrail, fences, drainage structures, signs, utilities and pavement markings.

• COMPENSATION: Submittal Date: Invoice only for services rendered.

- a.) This Contract is set up for a full one-hundred percent (100%) payment provided all services are rendered as outlined herein. Furthermore, when the Contractor fails to provide any part of the complete service in accordance with the terms of the contract, adjustments will be made to the compensation on the invoice submitted for payment. The reduction will be calculated according to the Liquidated Damages.
- b.) Pickup and removal of vegetative waste, litter and debris : - Payment will be made in Lump sum upon completion.

- c.) All invoiced items and unit costs shall correspond to contract pay items as they appear on the Purchase Order. The Engineer or his duly authorized representative shall verify the quantities submitted on the invoice prior to payment. In the event of errors or discrepancies in quantities or unit costs, the Department may return the invoice to the contractor for correction.
- e.) The Contractor should receive payment within thirty (30) days after submission of the invoice and other required submittal data. The Contractor is requested to wait thirty (30) days after submission of invoice before contacting NCDOT Division 13 Business Office regarding payment

•Miscellaneous:

- a.) If unsafe working conditions exist due to snow or rain, contractor will be asked to cut all operations of work for the day.
- b.) Any ground that is disturbed by the contractor during his operations will be required to be re-seeded and mulched.
- c.) Any sub-contracting of this contract shall be in accordance with Article 108-6 of the Standard Specifications. Any subletting shall be submitted on the proper forms and approved by the Engineer prior to work beginning.
- d.) No bonds required
- e.) This is SBE contract

These pre-bid minutes shall be considered part of the contract. Therefore a copy of these minutes shall be included in the contractor's bid package. Failure to include these minutes with the bid package shall result in the rejection of the bid.

Authorized Agent Signature

Date

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Print Name

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