



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

Ugr vgo dgt '39, 2012

To Prospective Bidders

Subject: Addendum 1 for: PtqhgukqpcnNcpf uecr g"qt"O ckpvpcpeg"Eqo r cp{ "q"lpucm'Qtpco gpvcnHqy gtlpi """"  
"\*\*\*\*\*Vtggu"

WBS #: 5935043

Route: K62

County: O eF qy gm

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  
Office of the Division Engineer  
[www.ncdot.gov/doh/operations/division13](http://www.ncdot.gov/doh/operations/division13)

Asheville, NC 28802  
Fax: 828/251-6709

## Pre-Bid Minutes

### Installing Ornamental Flowering Trees.

- 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-40 East/Westbound shoulder areas and Rest Area(s) also two (2) interchanges Exit 81 Sugar Hill Road to Exit 83 Ashworth interchange.

• County: McDowell

• Opening of bid: Wednesday, September 19, 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. 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 fourteen (14) business days after notice of award of contract to provide: Letter of Acceptance, Public Liability Insurance, Property Damage and Worker's Compensation Insurances, a Traffic Control Plan, a Work Zone Supervisor Certification and **E-Mail addresses**, also a copy of the Pesticide license and a North Carolina Landscape Contractor's registration. If any of these terms are not met within the allotted amount of time of fourteen (14) 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: Start time 8:00 am to 5:00 pm Monday through Thursday, no work on Fridays, weekends or state Holidays. Extended hours may be granted at the request of the contractor in writing. Duties shall include the placement of the various ornamental flowering trees with the use of wire flags or paint, also the Contractor will have to transport all plant material to the job site. The Contractor will to install ornamental trees, also water and mulching. Staking, guying and fertilization all ornamental flowering trees and the pickup all waste shall be incidental to this contract.

• Contract Time and Liquidated Damages: Availability of this contract October 1, 2012. The completion date is November 16, 2012. Liquidated Damages are eight hundred (\$800.00) dollars per day.

Contractor leaving traffic control signage in place and not removed or stored improperly after hours of operation end shall have deductions of one hundred (\$100.00) dollars per incident.

• 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.) The Contractor will contact the NCDOT for a time and date for the pre-construction conference; also the Contractor shall notify the Engineer or his/her representative forty eight (48) hours in advance of beginning work on the project.
- b.) Central Roadside Unit in Raleigh will inspect the plant material. Sample of mulch must submit to the Engineer for his approval.
- c.) The Contractor must fill out the Nursery and Material Supply List that is located on the last page of this contract. List at least three (3) vendors for materials, if the Contractor does not carry out requirements will be on the grounds of reject the bid and select the next lowest responsible bidder.
- d.) Final inspection of this project will be made, on or about November 16, 2012
- e.) there is no establishment period for this project.

• COMPENSATION: 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.) (Ornamental Flowering Trees. Planting) - Payment will be made in EACH upon completion of the project. Upon completion of the project.
- c.) (Water) - Payment will be made in units of one thousand (1,000) gallons. Upon completion of the project.
- d.) (Mulch) - Payment will be made in Cubic Yards. Upon completion of the project.

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.

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 bond is required.

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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