



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

November 27, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Professional Landscape Contractor to install landscape planting.

CONTRACT No: 11320868  
WBS: 36059.42  
COUNTY: McDowell  
ROUTE: US 221

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.

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Division Thirteen  
Phone: 828/251-6171

Office of the Division Engineer  
Post Office Box 3279

Asheville, NC 28802  
Fax: 828/251-6394

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,

A handwritten signature in black ink, appearing to read 'M.K. Calloway', with a long horizontal flourish extending to the right.

M.K. Calloway  
Division Project Manager

Cc: Mr. J.J. Swain, Jr., P.E., Division Engineer  
Mr. K.A. Wilson, P.E., Division Operations Engineer  
Mr. Keith Hill, Division Roadside Engineer

## Pre-Bid Minutes

• **CONTRACT NUMBER 11320868**

• **WBS ELEMENT: 36059.42**

• As of Jan. 1st of 2012, the New Standard Specifications for Road and Structures will govern all new contracts. The contractor 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):** US 221 Rest Area/Visitors Center

• **County:** McDowell

• **Opening of bid:** Wednesday, December 18, 2013 at 2:00 PM. Please be 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.

• **Information to be included in the bid packet:** Public Liability Insurance Statement, Worker's Compensation Insurance and Property Damage Insurance Statement, a Traffic Control Plan, detailed Work Progress Schedule, Pesticide License, and a Work Zone Supervisor Certification. The Contractor is to provide the North Carolina Department of Transportation with this information, also with contact information such as names, addresses, phone numbers and e-mail addresses. If any of these terms are not met, 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.

• **Intermediate Contract Time Number 1 and Liquidated Damages:**

The date of availability for this contract is **February 17, 2014**.

The completion date for this contract is **July 31, 2014**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

• **Intermediate Contract Time Number 2 and Liquidated Damages:**

The Contractor shall complete the required work of performing plant bed removal, planting of trees, shrubs, grasses, daylilies, sod and mulching of all existing beds as shown on the plans and as directed by the Engineer or his/her representative. There will be no material stored on the right-of way. Parking lots and sidewalks will be cleaned and cleared of debris daily. Upon completion of work in this Contract Time, parking lots and sidewalks will be pressure washed as needed and as directed by the Engineer or his/her representative. Liquidated damages will apply to each item mentioned in this contract time.

The date of availability for this intermediate contract time will be **February 17, 2014**.

The completion date for this intermediate contract time will be **March 29, 2014**.

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per each item/per calendar day.

The Contractor leaving traffic control signage in place, failing to remove or storing improperly after hours or operation end shall have deductions from your monthly payment **One Hundred (\$100.00) Dollars** per incident.

• **Intermediate Contract Time Number 3 and Liquidated Damages:**

The establishment period for this contract shall begin upon completion of the Intermediate Contract Time 1 and proceed until **July 31, 2014**.

The work shall include but is not limited to, line or blade trimming, mowing, repair of plant beds, removing and replacing plants, guying or staking, pruning of trees/shrubs, ornamental grasses and daylilies, mulching, watering, applications of post-emergence herbicides and pre-emergence herbicides, pesticides, fungicides and fertilizer as scheduled, as needed, or as directed by the Engineer or his/her representative. Litter

and debris pick-up and removal are also required. All these work items shall be considered incidental to the contract.

Establishment work beginning on April 1, 2014 until July 31, 2014 shall be on a weekly basis as needed and as required by the Engineer or his/her representative. The Contractor or his/her appointed representative shall meet on the project at a predetermined weekly schedule to identify any tasks that need to be accomplished during that week. A form with a checklist of the tasks that are required for each cycle during the establishment period shall be provided to the Contractor. Anyone representing the Contractor at these meetings shall be authorized to make decisions, direct employees, obtain supplies and equipment and proceed with work requirements immediately.

The Contractor shall be available within twenty-four (24) hours of contact by the Engineer, to handle any situations requiring immediate attention.

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per each item per cycle.

The Contractor leaving traffic control signage in place, failing to remove or storing improperly after hours or operation end shall have deductions from your monthly payment **One Hundred (\$100.00) Dollars** per incident.

• **Intermediate Contract Time Number 4 and Liquidated Damages:** Review the holidays in the contract.

• **Project Special Provisions Roadway:**

The Contractor shall provide all materials, labor, equipment, traffic and pedestrian control to satisfactorily complete the work of removing and installing plant beds, establishing plant material and all other work identified on the plans. Work shall be available from 7:30 am to 4:30 pm Monday through Friday. Extended hours may also be granted at the request of the contractor, in writing, to the Engineer or his/her representative. The Contractor shall contact NCDOT after award of the bid for the time and date for the pre-construction conference.

The Contractor shall furnish the sources and contact information for each of the plant species on the included source document along with the bid package. Plant material shall be inspected and approved by NCDOT prior to delivery to this project.

There shall be an establishment period for this contract that includes litter and debris pick-up and removal, line or blade trimming, mowing and watering plantings and sod in the vicinity of the work. The establishment period also includes pesticide and

herbicide applications, weeding, replacing plants that are in an unacceptable condition and all other work as described in the Establishment Period of this contract proposal.

The Contractor shall be paid for all services satisfactorily rendered and accepted at one hundred (100%) percent for each of the line items listed for this contract at the end of each of the intermediate completion dates for this project, including each plant species, post-emergence herbicidal treatment for plant beds, pre-emergence herbicidal treatment for plant beds, mulch for planting, water for planting, plant bed removal, sod installation, landscape metal edging (**No Partial Payments**).

During the Establishment Period of this contract, the contractor shall be paid at one hundred (100%) percent of the unit price for water for sod, water for planting, mulch for planting, mowing and each weekly establishment work cycle submitted by invoice for payment and if the pesticide/herbicide spray report is not attached to the invoice for that particular cycle. PAYMENT MAY BE DELAYED OR DENIED IF THE SPRAY REPORT IS NOT ATTACHED TO THE INVOICE.

It may take up to thirty (30) days to process the request for payment invoice. Do not contact NCDOT Division 13 Business Office regarding payment until thirty (30) days after the date of submitting the invoice for payment.

This Contract is set up for full one-hundred percent (100%) payment provided all services are rendered as outlined herein. Should the Contractor fail to provide any part of the complete service in accordance with the terms of the contract, adjustments will be made to the invoice submitted for payment and consequently to the compensation. The reduction will be calculated according to the Liquidated Damages stated herein.

#### **REMOVAL OF EXISTING PLANT BED**

The Contractor shall remove all existing trees and shrubs as well as the root ball/matter from the planting area as identified on the plans and as directed by the Engineer in the field. The contractor shall remove all vegetative matter, rocks, construction debris, surface debris and all other matter that could be detrimental to plant bed preparation or plant growth. All removed vegetation, debris, stones, etc. shall be disposed of off-site. The Contractor shall fill all holes and depressions that are existing or created during the removal process with acceptable and pre-approved topsoil. Plant bed shall be in an acceptable condition prior to plant bed preparation.

The Contractor shall install erosion control measures as needed (silt fence and/or straw) and as directed by the Engineer prior to the removal process, and maintain as needed for the life of the project. Failure on the part of the Contractor to perform erosion control measures shall be cause for the immediate suspension of work. All

erosion control for this project shall be considered incidental and there will be no separate payment.

Removal of existing trees and shrubs shall be paid for at the contract lump sum price for 'Existing Vegetation Removal'. Removal of debris, stones and pre-approved topsoil for this project shall be considered incidental and there will be no separate payment.

Such price and payment shall be full compensation for all work covered by this provision; including but not limited to, furnishing all equipment, materials and labor and any other incidentals necessary to complete the work.

### **PESTICIDES AND HERBICIDES**

**The appropriate and current pesticide application license must be maintained at all times during the life of this project. Any pesticide usage on the site shall be by or under the direct supervision of valid licensed commercial pesticide applicator (Licensed by the N.C. Department of Agriculture), with Right of way (H) and Ornamental and Turf (L) sub-classifications.**

All waste, debris or trash in plant bed areas shall be removed prior to any application of pesticides by the Contractor. The Contractor shall apply post-emergence herbicidal treatment including applications of a systemic emergence total vegetation control herbicide, and pre-emergence herbicidal treatment prevents the germination of weed seeds. The Contractor shall inspect and identify any pests found on the project and shall immediately notify the Engineer or his/her representative. The Contractor shall be responsible for control of the pest(s) and apply pesticides, fungicides, miticides, etc. specifically for the control of the specific pest. The type and rate of pesticides, fungicides and miticides, etc. to be utilized shall be submitted to the Engineer in writing for approval prior to application. The Engineer may at any time during the course of the project notify the Contractor of discovery of pests found and request treatment be initiated immediately. Treatment for specific pests may be required at any time appropriate during the course of the establishment period.

The Contractor as well as the Engineer or his/her representative shall inspect and identify any plant pest found on the project. The Contractor shall be responsible for control of the pest. Pesticides shall be specific to the identified pest to be controlled; the product to be used shall be submitted to the Engineer or his/her representative for approval prior to application.

The Engineer or his/her representative may request the Contractor apply herbicides, pesticides, insecticides and fungicides to plant beds and or individual plants to control pests during the establishment period of the contract. The Contractor may also elect to perform these spray applications at his or her choosing for weed and pest control

operations. **Pesticides, insecticides and fungicides will be considered to be incidental to the contract.**

The type, rate and specific post-emergence and pre-emergence herbicides the Contractor would like to use shall be submitted and approved by the Engineer or his/her representative prior to application.

Post-emergence herbicide treatment shall be used for plant bed preparation during the initial planting phase of the contract as well as during the establishment period of the contract.

**The type, rate and specific post-emergence and pre-emergence herbicides the Contractor would like to use shall be submitted and approved by the Engineer prior to application.**

### **PLANT MATERIAL INSTALLATION AND REPLACEMENT PLANTING**

The Contractor must be familiar with excavation of plant holes, planting and backfilling also watering and the use of slow release fertilizers, when installing plant material. The Engineer or his/her representative may request staking and guying of various plant materials. For more information see Section 1670 Planting of the Standard Specifications for Roads and Structures.

All plant material furnished shall be the best quality representation of each of the specified species. A list of the suppliers and their contact information for all plant material shall be furnished to the Engineer or his/her representative. This information shall be verified and plant material may be inspected prior to being installed. Plant material deemed to be of unacceptable quality will not be considered.

All plant materials that die or are damaged, or decline in health/appearance shall be removed at the request of the Engineer or his/her representative. All trees, shrubs and daylilies shall be replaced within one month from the date removed. Removal and replacement of plant material will be at the contractor's expense. Time frame for installing replacement plant material is from *April 1, 2014 to July 31, 2014* all plants shall be replaced within the appropriate replacement planting seasonal limitations as specified.

All plant materials that die, or are damaged, or decline in health/appearance shall be removed immediately upon notification by the Engineer or his/her representative. This includes all plant material damaged by the Contractor during pesticide or mulch applications, weeding, line or blade trimming and mowing operations. Removal and replacement of plant material will be at the contractor's expense.

The quantities furnished on the plans and in the contract proposal are estimated quantities only. The final quantity shall be the exact number needed to completely install the planting design as determined by the Engineer or his/her representative in the field.

The Contractor shall water the plants at the time of planting and continue to water as needed and as directed by the Engineer or his/her representative.

### **MULCH FOR PLANTING**

Mulch for planting shall be double ground pine bark for all beds and individual plants installed. A sample shall be submitted to the Engineer and approved prior to application. All mulch placed on the project must match, and come from a single source. NCDOT will not permit any mulch to be stored or dumped on the right-of way.

Prior to the mulching operation, all waste, debris and litter in the plant bed areas shall be removed and disposed of off-site. The Contractor shall apply mulch over the entire bed unless otherwise directed by the Engineer. All beds will receive 4" (four) inches of mulch.

See Section 1060-11, 1670-10 and 1670-17 of the Standard Specifications. The mulch quantity given on the plans and in this contract proposal is an estimated quantity based on the plans. The quantity of mulch for planting may be increased or decreased as needed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

If the Contractor is supplying and installing mulch delivered to the job in bulk, at the end of each workday the Contractor or Subcontractor must supply delivery ticket(s) for the amount of mulch applied that day. All mulch delivered to the site in that delivery must be installed.

### **SOD INSTALLATION**

For this project the sod will be a **Tall Fescue Mix**. The installation and all materials shall be in accordance with the 2012 NORTH CAROLINA STANDARD SPECIFICATIOIS FOR ROADS AND STRUCTURES **Section 1664**.

### **WATER FOR PLANTING AND SOD INSTALLATION**

The Contractor shall water the plants and sod at the time of initial planting and continue to water as needed and as directed by the Engineer until the final acceptance of the project.

See Section 1060-9; Section 1670-11 and Section 1670-17 of the Standard Specifications.

The actual conditions which occur during the implementation of the project and during the establishment period of the project will determine the need for water. The quantity of water for planting may be increased or decreased as needed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

### **LANDSCAPE METAL EDGING**

The work covered by this special provision consists of furnishing and installing the commercial grade steel landscape metal edging as shown on the plans and as directed by the Engineer or his/her representative.

**Landscape Metal edging construction will conform to Col-Met Commercial Grade Metal Edging or equivalent. Metal Edging will 3/16" (4.8mm) hot rolled low carbon steel (ASTM-A-36, ASTM-A-283, ASTM-A-569) with a 4" width, 12 gauge. Edging will include a minimum of 4 stakes per 10' length. Stakes will be 16" long. Prefabricated corners and prefabricated chamfered ends shall be used per manufacturer instructions. Color will be brown electrostatic powder coated finish resistant to cracking, chipping, corrosion and UVA damage.**

References and samples of work from the past three (3) years must be submitted to the Engineer or his/her representative prior to construction. Installer must have an understanding of the installation method as shown on the plans.

All work covered by this special provision shall be accomplished and satisfactorily completed by Intermediate Contract Time Number 1.

The work of installing landscape metal edging as approved by the Engineer or his/her representative, when completed and accepted, will be paid for at the unit price per linear foot for "Landscape Metal Edging". Such price and payment will be full compensation for all work covered by this special provision; Including but not limited to furnishing all labor, materials, and equipment and any other incidentals necessary or required to complete the work.

### **LINE OR BLADE TRIMMING AND MOWING**

*During the Establishment Period* - the Contractor shall mow, line or blade-trim at least once during each of the weekly establishment work cycles. The Engineer or his/her representative may request line or blade trimming whenever they deem necessary. Line or blade trimming must be performed in a consistent clean and neat manner. Clippings and debris are to be removed from sidewalks and pave surfaces and disposed of off-site.

All litter and debris in turf grass areas shall be removed prior to mowing. Mowing height for this contract shall be four (4") inches or as directed by the Engineer or his/her representative. Special attention shall be given by the contractor to avoid "scalping", gapped, rolled down and uncut streaks; this will not be considered acceptable work. This work shall be incidental to this contract.

### **LITTER AND DEBRIS REMOVAL**

*During the Establishment Period* - the project shall be policed at each visit and all litter and debris shall be removed and properly disposed of off-site. Litter and debris shall be removed at least once during each of the weekly establishment work cycles.

#### **•Miscellaneous:**

If unsafe working conditions exist due to snow or rain, contractor will be asked to stop all operations of work for the day.

a.) Any ground that is disturbed by the contractor during his operations will be required to be reseeded and mulched.

b.) 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.

c.) Damages to NCDOT facilities which includes roadway surfaces, shoulders, guardrails, drainage structures, signs, utilities will be the responsibly of the Contractor to fix or replace at his or her cost.

d.) NCDOT reserves the right to enter onto the project and NCDOT personnel or their Contractor to perform various tasks.

e.) No goals are required.

These pre-bid minutes shall be considered part of the contract. 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

\_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_