



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

May 28, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Professional Landscape or Maintenance Company to provide complete grounds maintenance.

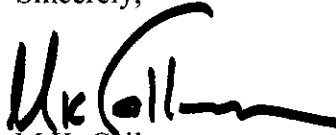
Contract No: 11254335
WBS Element: 13.101133
County: Buncombe
Location: Weigh Stations I-40 East & Westbound Lanes, mile marker 41

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,

A handwritten signature in black ink, appearing to read 'M.K. Calloway', with a large, sweeping 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 11254335**

•**WBS ELEMENT: 13.101133**

• 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):** Weigh Stations I-40 East/Westbound Lanes, Mile Marker 41

•**County:** Buncombe

•**Opening of bid:** **June 5, 2013 @ 10:00 AM.** 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.

•**Notice after awarding of the contract to the bidder:** The Contractor has Fourteen (14) business days after notice of award of the contract, to provide the North Carolina Department of Transportation with a Payment and Performance Bond, Letter of Acceptance, Public Liability Insurance Statement, Worker's Compensation Insurance and Property Damage Insurance Statement, a Traffic Control Plan, Progress Schedule, Pesticide License, and a Work Zone Supervisor Certification. The Contractor is to provide the North Carolina Department of Transportation with contact information such as name, address, phone number and an e-mail address. 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.

•**Prosecution of Work:** The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of Two Hundred (\$ 200.00) Dollars will be charged to the Contractor for each and every calendar day that such suspension takes place.

•**Contract Time and Liquidated Damages:** Availability of this contract July 1, 2013. The completion date is June 30, 2014.

Liquidated damages for this contract are Two Hundred Dollars (\$200.00) per calendar day for;

Grass not mowed once per week during growing season, or as needed throughout the year or as directed by the Engineer or his/her representative. Non-adherence to the 36 hour stipulation

without cause, deduction not subject to the 24 - hour non-compliance policy will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Grass clippings, litter and debris that is not picked up or removed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Fertilization and/or liming not performed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Aeration and/or seeding not performed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Edging and/or trimming not performed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Application of pesticide on the site by an applicator not licensed or without direct supervision of licensed applicator as specified above or use of a product inconsistent with the label (Including rate, timing, and area of application) as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day. Deduction is not subject to the 24-hour non-compliance policy.

Drainage ditches not properly maintained as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Excess weeds in plantings/lawn not removed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Pruning of trees/shrubs not performed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

Cleanup after storms not performed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day.

(Deduction is not subject to the 24 -hour non- compliance policy). Leaves and/or seed pods not removed from all grounds weekly or as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day during the leaf drop season.

Safety precautions not followed as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day. Deduction is not subject to the 24 - hour non-compliance policy.

Supervisor not on site as directed by the Engineer or his/her representative will result in a deduction of Two Hundred (\$200.00) Dollars per calendar day. Deduction is not subject to the 24 - hour non-compliance policy.

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.

MAINTENANCE OF GROUNDS

The term "Grounds" includes, but is not limited to, parking areas, lawns, walkways, plant beds, drives, walkways, and undeveloped areas within the NCDOT Weigh Station sites. The Contractor shall pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of maintenance as may be required to complete the work herein described. Contractor shall provide all necessary equipment and materials for the maintenance of these areas. The required maintenance shall not be less than specified; however, the Contractor is responsible for maintaining conditions as specified herein.

The weigh station site shall be considered as the area between the main roadway shoulder (weigh station side) to the control access fence; from the beginning of the entrance ramp into the weigh station and to the end of the exit ramp from the weigh station.

Paved Areas: The sidewalks, curb and gutters, parking lots and drives shall consist of keeping these areas free of litter, debris, trash, as well as spraying weeds in joints/cracks. The Contractor shall be responsible for edging and trimming these areas properly as well as keeping these areas free of grass/shrub clippings, shrub or tree branches/limbs, etc.

Seasonal Work: For the purpose of this contract the growing/mowing season is defined to be March 1st through November 15th. Cleanup mowing, trash removal, leaf removal, limb removal, etc., from December through April.

LAWNS

Mowing of Turf grass: Debris or trash in lawn shall be removed prior to mowing.

One mowing cycle shall be performed each week during the growing season, and as needed throughout the remainder of the year in order to maintain a clean, neat appearance, or as directed by the Engineer. It is intended that the work of mowing will be completed in a neat, uniformly-cut manner. Gapped or rolled down, uncut streaks of turfgrass will not be considered acceptable. The height of the mowing cut will be dependent upon the type of turfgrass that is present (generally 3" for tall fescue after mowing) and will be approved by the Engineer. Special attention shall be given by the Contractor to avoid "scalping" of these areas of turfgrass. The Contractor shall not mow lawns while the turf is wet.

All mowing equipment shall have deflector shields or bag attachments in place at all times when necessary. Excess clippings shall be removed from turf areas, sidewalks, drives, etc., and blown off building sides, glass surfaces, structures or other fixed objects after each mowing. Proper warning signs should be placed when working in areas adjacent to pedestrian traffic or Vehicles.

All elements of mowing cycle shall be COMPLETED WITHIN A 36-HOUR PERIOD per site. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

NOTE: Failure to mow once a week during the growing season, as needed throughout the year or as directed by the Engineer, grass not mown as specified, or mowing not completed within a (36) thirty-six hour period will result in immediate documentation of reduction.

REPAIR SEEDING

Repair seeding shall occur at the direction of the Engineer at a rate of 5 lbs. Turf type hybrid Tall Fescue, ½ lb. Hard Fescue, ½ lb. Blue Grass, 10 lbs. 10-20-20 fertilizer, and 1 bale clean grain straw per 1000 square feet. Germination is expected in 10-14 days, keep seedbed continually moist to insure good germination. NCDOT and Contractor will agree on water source.

All seed used shall be approved for use on NCDOT rights-of-ways and tagged as such by NCDOT.

Repair seeding shall be done as required to re-establish turf or worn or bare areas. The Contractor shall close these areas until a turf can be established.

The work of repair seeding shall include minor seedbed preparation when directed by the Engineer; the furnishing, placing, and covering of fertilizer and seed; and the furnishing and placing of mulch is required; all in accordance with these specifications. The repair seeding shall be done promptly at the locations and times directed by the Engineer.

Seedbed Preparation will be required unless otherwise permitted by the Engineer.

A seedbed preparation as extensive as that performed for the original seeding and mulching will not be required. The degree of preparation shall be sufficient to retain the seed against displacement by wind, rain or surface runoff, and shall be acceptable to the Engineer. The acceptable degree of seedbed preparation will depend on the location, soil conditions, and drainage conditions at the site. As a general rule, the soil shall be scarified or otherwise loosened to a depth of not less than 4 inches, unless approved otherwise by Engineer.

APPLICATION OF FERTILIZER

No fertilizer shall be distributed and no seed shall be sown when the Engineer determines that conditions are unfavorable for such operations. Fertilizer for repair seeding shall be 10-20-20 analysis 10 pounds per 1000 square feet (or 450 lbs per acre).

Fertilizer and seed shall be covered and held in place in a manner acceptable to the Engineer. Covering shall be such that it will prevent displacement by wind, rain or surface runoff except that covering may be eliminated when directed by the Engineer.

PESTICIDE USAGE

Spraying of pesticides for weed, insect, or fungus control shall be required by DOT or elected to be used by the Contractor. All Pesticide products, rates, and timing are to be approved by NCDOT prior to their use. The pre-emergent pesticide application must be completed by March 15 of each year.

NOTE: Any pesticide usage on the site must be under the supervision of a licensed commercial applicator (licensed by the NC Department of Agriculture), with sub-classification as shown elsewhere in this contract. NCDOT inspector must be notified and given the opportunity to be present for all application.

EDGING/TRIMMING

Lawns: All curbs, sidewalks, concrete pads, etc., shall be edged each mowing cycle during the growing season or as directed by the Engineer, in order to maintain a clean neat appearance.

Plant/Shrub Beds: All bed lines shall be kept edged in a clean and neat manner throughout the year.

Trimming: Trimming around trees, shrubs, signs, poles and any other structure shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants.

Drainage Ditches: Drainage Ditches on the site shall be maintained to an acceptable appearance, i.e., excessive weed growth will not be permitted.

PLANTINGS

Weed Control: Beds shall be kept free of weeds at all times. Hand weeding may be necessary, as large weeds will not be permitted to remain in beds.

Fertilization: All plant material shall be fertilized according to individual plant requirements once per year with a complete analysis slow release fertilizer. The timing of application to be approved by Engineer.

Plant Bed Replacement: Dead and/or diseased plants are to be removed by the Contractor when directed by NCDOT and replaced. The Contractor shall maintain replacement plants/planting. The replacement planting shall require higher maintenance (weeding, watering, and fertilization) than the established planting, the amount to be determined by the Engineer. The replacement plants will be provided by DOT, unless damage is due to Contractor negligence, with Contractor providing labor for installation and maintenance.

NOTE: Large, mature trees over four (4) caliper inches will be removed by others.

Pruning: Pruning shall be performed using acceptable horticultural practices and only as directed and approved by the Engineer. All plantings shall be pruned at the appropriate time of year according to species. All perennials shall be cut back in the fall.

Insect and Disease Control: All plantings shall be monitored for the infestation of insects or appearance of disease. Notify NCDOT immediately upon discovery. The Contractor is responsible for treatment but must have approval from the Engineer on product and rate of application.

Roadways: All curbs and gutters shall be blown as needed, but especially after all mowing, edgings and plant bed maintenance.

PARKING LOTS

All curbs in parking lot areas shall be blown to remove minor trash and debris during each visit. Blowing off of entire parking lot is not required. However, Contractor is responsible for removal of all grass clippings, etc., caused by edging or mowing operations.

Grounds: All grounds shall be policed for litter and debris a minimum of once per week, year round.

No clean up required, as a result of major storm damage (i.e., hurricanes, tornadoes, heavy ice storms, and heavy snow).

Weigh station should be checked after every storm in order to remove minor debris, limbs, leaves, etc.

Leaf Removal: Leaves shall be removed from all grounds weekly during the leaf drop season. Leaves shall be removed as much as possible from all plant beds without disturbing the mulch.

Leaves may be disposed of on-site when areas are available as designated by the Engineer.

NOTE: Failure to remove leaves and/or seedpods once a week during the leaf drop season or as directed by the Engineer, will result in immediate document of reduction in compensation.

Undeveloped/Natural Areas: These areas, where applicable within the weigh station property, shall be kept free of trash, debris, dead/broken limbs, etc. New growth of weeds, briars, trees, vines, etc., shall be removed as directed by the Engineer.

ADDITIONAL CONDITIONS

All work shall be scheduled on a weekly basis and every effort should be made to adhere to the same weekly scheduled day(s). However, on occasions an alternative schedule may be required. In such cases, the Engineer should be notified and must grant approval before an alternative schedule is begun. The Contractor shall only perform the work described in this contract proposal during daylight hours.

Snow removal shall be by others.

The Department reserves the right at any time to contract for and perform additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contract shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another.

The Department will under no circumstances be liable for any damages experienced by one Contract as a result of the presence and operations of other Contractors working within the limits of the same project.

Pay Item	Pay Unit
Weigh Station Grounds	EA/LS

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 _____