



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

March 15, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Professional Landscape Contractor to Install and Establish Landscape Planting

CONTRACT No: 11233307
TIP: ER-2973
FA: 000S-425
WBS: 3713.3.24
COUNTY: Burke
ROUTE: I-40

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.

Division Thirteen
Phone: 828/251-6171

Office of the Division Engineer
Post Office Box 3279

Asheville, NC 28802
Fax: 828/251-6709

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 stylized flourish at the end.

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
Ms. C.S. Morgan, Environmental Designer

Pre-Bid Minutes

•**CONTRACT NUMBER 11233307**

•**WBS ELEMENT: 3713.3.24**

• 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):** I-40 at Burke County Line and Interchange at exit 119

• **County:** Burke

• **Opening of bid:** Wednesday, March 20, 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 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, Landscape Contractor Registration, 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. Note: A Change on Page 23 of this contract. The fourteen (14) business day requirement to submit Pesticide License, Landscape Contractor Registration has been removed and now must be included in the bid packet.

• **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. 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.

• **Contract Time and Liquidated Damages:**

Availability of this contract April 3, 2013. The completion date is October 31, 2014. All Intermediate Contract Numbers are subject to Liquidated Damages of **Eight Hundred (\$800.00) Dollars per day.**

The Contractor leaves 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** during the duration of the Contract.

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

Date of availability is **April 3, 2013.** The completion date is **April 26, 2013.**

The Contractor shall complete the required work of performing seeding and mulching, initial planting of ornamental and evergreen trees and mulching of all existing beds as shown on the plans and as directed by the Engineer. The Liquidated damages are **Eight Hundred Dollars (\$800.00)** 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** during the duration of the Contract.

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

Date of availability is **April 3, 2013.** The completion date is **May 31, 2013.**

The Contractor shall complete the required work of performing special vegetation removal with pruning, selective tree removal, selective pruning and furnishing and installing the split rail fence as shown on the plans and as directed by the Engineer. The Liquidated Damages are **Eight Hundred Dollars (\$800.00)** 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** during the duration of the Contract

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

The date of availability for this intermediate contract time will be **April 15, 2013**. The completion date for this intermediate contract time will be **May 17, 2013**.

The Contractor shall complete the required work of performing initial planting of all ornamental grasses as shown on the plans and as directed by the Engineer.

The Liquidated Damages are **Eight Hundred Dollars (\$800.00)** 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 4 and Liquidated Damages:**

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on I-40 or SR 1002, during the following time restrictions: 5:00 pm to 8:00 am During special events or holiday weekends the Engineer will decide on the time tables for work that day or that week. Such as: New Year's Eve, Easter weekend, Memorial Day weekend, Independence Day or Independence Day weekend, Labor Day weekend, Thanksgiving Eve and Christmas Eve or Christmas weekend.

Liquidated Damages are Two hundred (\$200.00) Dollars per hour.

• **Project Special Provisions General:** Winter work hours are 7:30 am to 4:00 pm; summer work hours are 7:00 am to 3:30 pm Monday through Friday. No work on weekends or state Holidays. Extended hours may be granted at the request of the contractor in writing to the Engineer.

A.) The Contractor shall contact NCDOT after award of the bid for the time and date for the pre-construction conference.

B.) Plant Sources list for each plant species is to be included with the bid package. Failure by the Contractor to submit this information will be grounds for rejection of the bid.

C.) Establishment period for this includes, but is not limited to, line or blade trimming, mowing, repair of plant beds, removing and replacing plants, repairing guying or staking, pruning of trees, cutting back of native grasses, mulching, watering, applications of post-emergence herbicides and pre-emergence herbicides, pesticides, fungicides and fertilizer as scheduled, as needed and as directed by the Engineer. Litter and debris pick-up and removal are also required.

D.) The Contractor will be paid for all services at one hundred (100%) percent for each of the line item listed in the contract. Once all services have satisfactorily rendered and accepted.

E.) During the Establishment period for this contract. The Contractor will be paid one hundred (100%) percent for all services satisfactorily rendered and accepted for each monthly establishment work cycle. The Contractor must submit a Pesticide/Herbicide spray report, if not attach with the invoice payment maybe delayed.

• **Removal of Existing Vegetation:** The removal of existing vegetation includes ALL existing trees/stumps or unwanted vegetation and debris, which shall be part of the plant bed preparation. The Contractor shall install erosion control measures if requested by the Engineer. Any depression created by the removal of the material shall be filled with topsoil and brought to adjacent existing ground level. The installation of erosion control measures and adding of soil will be incidental to the contract.

• **Planting:** All plant material furnished will be the best quality. Supplier shall provide their contact information for all plant material to be furnished. This information shall be verified and plant material shall be inspected prior to awarding of the bid. The Contractor shall remove any vegetative matter, rocks, construction debris and all other material. The Contractor shall fill all holes and depressions that are existing or created during plant bed preparation Plant bed preparation shall be incidental and no separate payment will be made, also the Contractor shall be responsible and care or all plants until such time the establishment period begins.

Pay Item
Per PlantEA

• **Replacement Planting:** All plant materials that die, are damaged, or decline in health/appearance shall be removed immediately upon notification by the Engineer or his/her representative. If the contractor damages the plant material by pesticides or mulch application weeding, line or blade trimming and/or mowing operation, the Contractor will have to replace the plant material at their cost. Between the dates of April 3, 2013 and September 30, 2013, all plants shall be replaced within one (1) week from the date removed, unless otherwise approved by the Engineer or his/her representative. After September 30, 2013 all plants shall be replaced within the appropriate replacement planting seasonal limitations as specified.

Replacement Planting Seasonal Limitations for after September 30, 2013

Trees shall be replaced between October 15th and March 31st.
Grasses shall be replaced between April 15th and May 15th.

Pay Item
Replacement Plants.....EA

• **Mulch for Planting:** Mulch for planting for all beds and individual plants, shall be double ground pine bark. A sample of each type 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. If the Contractor is supplying and installing mulch delivered to the job in bulk, at the end of each work day the Contractor or Subcontractor must supply delivery ticket(s) for the amount of mulch applied that day and the weight. The existing Daylily beds shall receive two (2") inches of mulch. All new beds and the existing bridge end Burning Bush beds will receive four (4") inches of mulch.

Pay Item

MulchCubic Yards (CYD)

• **Water for Planting:** The Contractor shall water the plants 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. Measurement of water will be made by means of an approved metering device or by determining the volumetric capacity of the tank.

Pay Item

Waterunits of one thousand (1,000) gallons (M/G)

• **Pesticides and Herbicides:** The Contractor shall inspect and identify any pests found on the project and shall immediately notify the Engineer. The Contractor shall be responsible for control of the pest(s) and apply pesticides, fungicides, miticides, etc. specifically for the control of specific pests. 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 any 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. Note: all other pesticides will be incidental. Schedule of application can be found on page 30 of the contract.

Pay Item

Post and Pre-emergence Lump Sum (LS)

• **Seeding and Mulching:** Seeding shall be performed in the locations identified in the plans in Burke County. In the contract, see rates on materials, seedbed preparation and applying limestone, fertilizer, seed, mulch and etc. on pages 30 thru 34. These locations are identified on the plans for seeding and mulching. Take sufficient precautions and utilize erosion control devices if needed or directed by the Engineer or his/her representative. The goal of this seeding and mulching operation is to achieve a lawn quality turf-grass cover. (*seed rates per acre*).

Pay Item Pay Unit

Seeding and Mulching..... Lump Sum

• **Mowing:** Review mowing conditions in the contract on page 34 and 35. Mower(s) shall be lawn type, such as z-mower, and approved by the Engineer. Any change to mower type shall require prior approval. Mower(s) shall have deflector shields to protect nearby traffic, if mower(s) do not have safety equipment attached to the mower at all times, all work will stop until the Contractor corrects the missing items on his or her mower. Mowing will be paid for in each cycle of mowing that has been satisfactorily completed and accepted. Mowing and line trimming in seeding and mulched areas shall be **considered incidental to the project and there shall be no compensation.**

• **Special Vegetation Removal with Pruning:** The work covered by this special provision includes all areas within the right of way, as defined by the Engineer, and as labeled on the plans. The Contractor shall remove all items such as: all logs, stumps, snags, loose roots, down timber, slabs, tree laps, lumber, dead or partially dead trees, broken trees or brush, dead brush, sawdust piles, discarded fences, leaf piles, brick, tile masonry and all other debris. Furthermore remove selected living trees and undesirable living undergrowth from areas indicated on the plans and treat the stumps with an Herbicide.

Pruning shall be done only by persons who can present credentials to verify that they have been trained in proper pruning techniques. All trees to be pruned will be identified by the Engineer in the field. *All pruning will take place under the direct supervision of the Engineer or his/her representative.*

Pay Item Unit

Special Vegetation Removal with PruningLump Sum

• **Selective Pruning:** Pruning shall be done only by persons who can present credentials to verify that they have been trained in proper pruning techniques. All trees and/or shrubs to be pruned will be identified by the Engineer in the field or his/her representative.

Pay Item Unit

Special Vegetation Removal with PruningLump Sum

• **Split Rail Fence:** The Contractor must furnish and install the split rail fence as shown on the plans and as directed by the Engineer. The split rail fence shall have a total of six (6) rails made of Hemlock and Locust post. See page 37 of the contract for more details on the construction.

Measurement will not follow angles along top of rails but will be from beginning point to end point in a straight line.

Pay Item Unit

Split Rail Fence.....Linear Foot

• **Establishment Period:** Establishment work beginning on June 1, 2013, thru October 31, 2013 shall be on a weekly basis, or as needed and as required by the Engineer. After October 1, 2013 tasks involved in the establishment period shall be performed on a monthly basis.

The work shall include but is not limited to, line or blade trimming, mowing, repair of plant beds, removing and replacing plants, repairing guying or staking, pruning of trees, cutting back of native grasses, mulching, watering, applications of post-emergence herbicides and pre-emergence herbicides, pesticides, fungicides and fertilizer as scheduled, or as needed or directed by the Engineer. Litter and debris pick-up and removal are required.

All damage to plant beds and turf areas as well staking or guying shall be repaired to the satisfaction of the Engineer during each of the monthly establishment work cycles.

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

- A.) **Line or blade trimming and mowing:** The Engineer or his/her representative may request line or blade trimming or mowing whenever they deem necessary due to weather or special events. Contractor shall line or blade-trim and mow at least once per month within the interchange area, and at least once every three weeks within the median. **Mowing pattern** in the interchange shall be done from the edge of pavement to the mulched areas or a six (6') foot perimeter around the plant bed. **Median, mowing pattern** shall be done from the Burke County line sign to one hundred (100') feet past the last Cape Myrtle, and from edge of pavement on the west bound lane to edge of pavement on the east bound lane. Clippings will be bagged or directed away from plant beds to the satisfaction of the Engineer, in order to prevent contamination of plant beds with grass seed. All litter and debris in turf grass areas shall be removed prior to mowing and all this work shall be incidental to this contract. See on page 39 of this contract for more details on mowing scheduling
- B.) **Litter and debris removal:** The project shall be thoroughly inspected during 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 or monthly establishment work cycles.
- C.) **Plant replacements:** All dead, damaged, or unhealthy plants shall be removed immediately throughout the establishment period. See in the contract on page 27 & 28 for scheduling.

- D.) Plant fertilization:** Should nutrient deficiencies occur, an approved fertilizer shall be applied at an approved rate during the appropriate time of the growing season and/or as requested by the Engineer.
- E.) Damages:** All damages to plant beds and turf areas as well as staking or guying mechanisms shall be repaired in the appropriate manner and to the satisfaction of the Engineer during each of the monthly establishment work cycles. Damage repairs shall be considered incidental to the contact.
- F.) Damage to plant material:** If the Contractor damages or significantly injures any of the established plant material that is to remain within this project's limits, the Contractor shall be required to replace the plant with like species at the same size as the damaged plant at his or her cost. Should the plant be beyond a reasonable replacement size, the landscape value of the plant shall be determined and this amount shall be deducted from the contract bonds. Such damage or injuries shall be determined by the Engineer or his representative.

• **Establishment Period Compensation:**

The seventeen cycles of Monthly Establishment Work shall be compensated at the contract unit price for each cycle completed satisfactorily. Establishment work performed on a weekly basis, from June 1, 2013 until October 1, 2013, will not constitute additional compensation; there shall be only one payment per month made for the completed 4 or 5 weekly visits that will constitute one completed monthly cycle. Monthly Establishment Work from November 1, 2013 until October 31, 2014 shall be compensated on a monthly unit price.

The work of establishment shall be paid for as each 'Monthly Establishment Work Cycle' satisfactorily completed. Water applied during the establishment period shall be paid for as 'Water for Planting' for each 1000 gallons (m/g) satisfactorily applied. Mulch applied during the establishment period shall be paid for as 'Mulch for Planting' for each cubic yard (CY) satisfactorily applied. All other work performed during the establishment period shall be incidental to the project.

Pay Item

Monthly Establishment Work Cycle.....	17 Each (EA)
Water for Planting.....	units of one thousand (1,000) gallons (M/G)
Mulch for Planting.....	Cubic Yards (CYD)

• **Final Acceptance:** Final acceptance on this project shall be made on **October 31, 2014** or a mutually agreed upon date thereafter. After all replacement plants have been installed and mulched, plant beds shall be in a relatively weed free condition, adjacent areas will have been mown, all litter/debris picked up and removed from the site, also an application of pesticide or herbicide application will have been made and overall appearance of the project is to be neat and clean.

•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 responsibility 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 _____