



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

January 11, 2013

To Prospective Bidders:

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

CONTRACT No: 11213158  
TIP: ER-2973  
FA: 000S-425  
WBS: 3613.3.23  
COUNTY: Buncombe  
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.
- Included with this addendum is a revised contract proposal which reflects the changes to Intermediate Completion Time Number 2 and the addition of Intermediate Completion Time Number 5. This proposal shall be used for bidding purposes.

This addendum is considered a part of the contract bid document and shall be returned with the bid proposal. Proposals submitted without this addendum shall be considered irregular and will not be considered for award.

---

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

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

- As of Jan. 1<sup>st</sup> 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 Interchanges at Exit 46, Exit 50 and Exit 53

• County: Buncombe

• Opening of bid: Wednesday, January 16, 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.

• 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, Landscape Contractor Registration, 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 the Contractor for each and every calendar day that such suspension takes place.

• Contract Time and Liquidated Damages: Availability of this contract January 30, 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.

Anytime 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 January 30, 2013. The completion date is March 29, 2013. The Contractor shall complete the required work of installation of trees and staking and guying the various species. This includes mulching and watering the trees.

**NOTE: REVISED ICT NUMBER 2**

- Intermediate Contract Time Number 2 and Liquidated Damages: Date of availability is April 15, 2013. The completion date is May 17, 2013. The Contractor shall complete the required work of installation of grasses. This includes mulching and watering the grasses. (226 Northwind Switchgrasses and 526 White Cloud Muhly Grasses shall be included in Intermediate Contract Time #5).

- Intermediate Contract Time Number 3 and Liquidated Damages: Date of availability is January 30, 2013. The completion date is May 31, 2013. The Contractor shall complete the required work of Selective Tree Removal and Special Vegetation Removal with pruning.

- Intermediate Contract Time Number 4 and Liquidated Damages: Date of availability is January 30, 2013. The completion date is October 31, 2014. 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 during the following time restrictions: 4:00 pm to 7:30am

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.

**NOTE: ICT NUMBER 5 ADDED TO THE PROPOSAL**

- Intermediate Contract Time Number 5 and Liquidated Damages: Date of availability is April 15, 2014. The completion date is May 16, 2014. The contractor shall complete the required work of performing initial planting of 226 Northwind Switchgrass and 526 white Cloud Muhly Grass as shown on Sheet 6 of the plans and as directed by the Engineer.

- 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.) 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.
- B.) Establishment period for this contract which includes litter/debris pickup and removal, also mowing/line blade trimming and pesticide application. Removal of unwanted vegetation in plant beds and plant replacements.
- C.) The Contractor will paid for all services at one hundred (100%) percent for each of the line item listed in the contract. Once all services satisfactorily rendered and accepted.

D.) During the Establishment period for this contract. The Contractor will at 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, including ALL existing trees and stumps, shall be part of the plant bed preparation. The Contactor 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.

• Special Vegetation Removal with Pruning: The Contractor shall remove and satisfactorily dispose of debris, dead, partially dead or broken vegetation such as: Logs, stumps, loose roots, downed timber, tree laps, dead trees, sawdust piles, any undesirable items as directed by the Engineer or his or her representative or as indicated on the plans. All woody plants less than four (4”) inches in diameter shall be classified as undergrowth. Treat all stumps with herbicide immediately after cutting to prevent sprouting. Dye must be applied with the herbicide and be visible for at less 48 hours. Pruning will be in accordance with currently accepted practices and the International Society of Arboriculture Pruning Techniques. All Pruning will take place under the direct supervision of the Engineer. Pruning shall be only by persons with credentials to verify that they have been trained in proper pruning techniques. Pruning height of the canopy will be six or eight feet (6 ‘ or 8’); also no living branches greater than six (6”) inches in diameter shall be removed from the tree without permission of the Engineer. No climbing spurs and no equipment or work practices that will damage bark of the various trees will be allowed. Any depression created by the removal of the material shall be filled with topsoil and brought to adjacent existing ground level and turf areas damaged shall be repaired. The adding of soil and turf repair will be incidental to the contract.

Pay Item

Special vegetation Removal with Pruning.....Lump Sum

• 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. See dates on install all woody plant material on page 30 of this contract. 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 Plant .....EA

• 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. See dates on install all woody plant material on page 30 & 31 of this contract.

Pay Item

Replacement Plants.....EA

• Mulch for Planting: Mulch for planting for all beds and individual plants installed, except annual beds, 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. The Contractor shall apply mulch to a depth of four (4”) inches over the entire bed.

Pay Item

Mulch .....Cubic Yards

• 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.

Pay Item

Water .....units of one thousand (1,000) gallons. (Upon completion of the project)

• 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 32 of the contract.

Pay Item

Post and Pre-emergence ..... Lump Sum

• Establishment Period: The Contractor will have a monthly establishment period for seventeen (17) months. Starting May 17, 2013 thru October 31, 2014 shall be required on a weekly basis as needed and as required by the Engineer. The duties are pruning, mowing and line/blade trimming of a six (6 ‘) foot perimeter around all the plant beds and herbicides/pesticides/fertilizers application may be required. Contractor shall pick up all litter and debris. Application of pesticide and fertilizer will be considered incidental to this contract during the establishment period. 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.

After October 1, 2013 until October 31, 2014 the tasks involved in the establishment period shall be performed on a monthly cycle unless otherwise needed or directed by the Engineer or his/her representative. All tasks will be paid on the monthly cycle. 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.

Pay Items

Establishment .....17 EA (monthly)

• Split Rail Fencing (Wormstyle): The split rail fencing shall have a total of six (6) rails. Treated locust fence posts and hemlock rails shall be used. They shall be free of major defects or chips or splintered pieces. Post and rails shall be straight and true to line and grade. Fence shall be erected as shown on the plans. Post installation shall be set in compacted sub-grade with an aggregate base set plum. Post and rails shall be connected using half inch galvanized lag bolts. One (1) lag bolt per rail at post (see plans). Lag bolts shall extend to a depth of two (2”) inches within the posts (bolts shall not extend through the post). Contractor shall install fifty (50’) linear feet of fencing with an end rail construction. The quantity of split rail fencing will be the actual number of linear feet measured along the top rails between posts (Approximately 10’). See page 41 of the contract for additional information.

Split Rail Fencing .....Per Linear Foot

• Selective Tree Removal: The Engineer or his/her representative will determine the trees in the field that need to be removed.

Pay Item Size

6 inch	4 inches up to 8 inches.....	EA
10 inch	8 inches up to 12 inches.....	EA
15 inch	12 inches up to 18 inches.....	EA
18 inch	18 inches and over.....	EA

• 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 split rail fence, 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 Date \_\_\_\_\_

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

Date \_\_\_\_\_