

## Pre-Bid Minutes

I-240 Phase II - Installing Ornamental Flowering Trees, Conifer/Evergreen Trees, shrubs and Annuals/Perennials/Grasses/Sedges, also plant replacements. Applying Pesticides, Mulch, Water and soil amendments; Selective Pruning and Tree Removal at various interchanges of I-240.

- As of Jan. 1<sup>st</sup> of 2012, 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-240 Median from Mile Post 3.4 to Mile Post 5.3

• County: Buncombe

• Opening of bid: Wednesday, December 5, 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 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 Landscape Contractor Registration, also a Work Zone Supervisor certification. The Contractor is to provide the North Carolina Department of Transportation with contact information such as 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 2, 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-240] during the following time restrictions: 4:00 pm to 7:30am

A.) 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.

• Intermediate Contract Time Number 1 and Liquidated Damages: Availability of this contract January 2, 2012. The completion date is March 29, 2013, to install ornamental flowering, conifer/evergreens trees, also to stake and guy the various trees. Apply 2 to 4 inches of mulch, and water all plant material.

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.

• Intermediate Contract Time Number 2 and Liquidated Damages: Availability of this contract April 15, 2013. The completion date is May 17, 2013, to install Perennials, Grasses and Sedges. Apply 2 to 4 inches of mulch, and water all plant material.

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.

• Intermediate Contract Time Number 3 and Liquidated Damages: Availability of this May 15, 2013. The completion date is May 17, 2013, to install annuals and soil amendments for the various plant material. Apply 2 to 4 inches of mulch, and water all plant material.

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

• Intermediate Contract Time Number 4 and Liquidated Damages: Availability of this October 1, 2013. The completion date is March 31, 2014, to remove annuals and plant permanent replacement plant material. Apply 2 to 4 inches of mulch and water all plant material.

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.

• Intermediate Contract Time Number 5 and Liquidated Damages: Availability of this January 2, 2013. The completion date is June 28, 2014. Specialty Work: Selective Vegetation Removal with pruning; Selective Tree Removal; and Selective Pruning.

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 General: Start time 7:30 am to 4:00 pm Monday through Friday, no work on weekends or state Holidays. Extended hours may be granted at the request of the contractor in writing.

A.) **Special Vegetation Removal:** Work includes remove selected living trees and undesirable living undergrowth from areas and the treatment of stumps with herbicide and repair any damage to vegetation; also remove 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 and shall be disposed of off-site. **Payment will be made as Lump Sum.**

B.) **Special Vegetation Removal with pruning:** Remove trees/shrubs designated by the Engineer to be removed by cutting flush to the ground. Remove any broken branches and rough edges of scarred trees or shrubs. Prune and shape these areas in accordance with currently accepted practices and the International Society of Arboriculture pruning techniques. **Payment will be made as Lump Sum.**

C.) **Selective Pruning:** Pruning shall be done only by persons who can present credentials to verify that they have been trained in proper pruning techniques and who can demonstrate their ability to perform such work in a safe and responsible manner. The number of people allowed to perform pruning work on this job may be limited by the Engineer in order to better supervise the activity and ensure that the desired results are achieved. Pruning shall be done to remove dead, damaged, broken, decayed or diseased limbs; to shape the tree both aesthetically and structurally if and as directed by the Engineer and to lift the canopy clearance to approximately six to eight feet if directed by the Engineer. No live branches greater than (6") six inches in diameter shall be removed from the tree without permission of the Engineer. ***Note: All pruning will take place under the direct supervision of the Engineer.*** **Payment will be made as Lump Sum.**

D.) **Planting:** The Contractor shall furnish Ornamental Flowering Trees, Conifer/Evergreen Trees; Shrubs and Perennials. A list of the suppliers and their contact information for all plant material shall be furnished along with the bid package. This information shall be verified and plant material may be inspected prior to awarding of the bid. The quality of the plant material shall be considered along with the unit bid prices when this bid is awarded. Plant material deemed to be of unacceptable quality will not be considered. Plant beds to be renovated and newly planted, or newly created plant beds as identified on the plans, shall be treated and prepared as a plant bed and mulched. The contractor shall remove any 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 and prior to plant bed preparation. All woody plant material, i.e.: the ornamental trees, coniferous and evergreen trees and shrubs, except those used for replacements in the annual planting beds, shall be installed by Intermediate Contract Completion Date 1. All grasses, sedges and perennials, except those used for replacements in the annual planting beds, shall be installed by Intermediate Contract Completion Date 2. All annuals shall be installed by Intermediate Contract Completion Date 3. All perennials and shrubs for replacement of annuals shall be installed by Intermediate Contract Completion Date 4. Seasonal limitations for planting are: Woody plants – trees, shrubs, groundcovers, hardy perennials, etc.: October 15th through March 31st; grasses, sedges and tender perennials: April 15th through May 15th, unless otherwise stated. Plant material furnished by NCDOT and installed during the initial installation period shall be paid for at the contract unit price each for each type and size of plant installed. Initial acceptance of each of the plants, if satisfactorily furnished and installed, watered and mulched, shall be made at the intermediate completion date for each of the plant categories. The Contractor shall be responsible and care for all of the plants until such time the establishment period begins. **Plant bed preparation shall be incidental and no separate payment will be made**

- E.) **Replacement planting:** The Contractor will have to replace any plant materials that die, are damaged, stolen or decline in health/appearance shall be removed immediately upon notification by the Engineer or his/her representative. NOTE: If the Contractor damages the plant material by pesticide or mulch applications, weeding, line or blade trimming and mowing operations, the Contractor will have to replace the plant material at their cost. **Ornamental Flowering Trees, Conifer/Evergreen Trees, Shrubs are paid in EACH upon completion of the project**
- F.) **Mulch for Planting:** Mulch for planting for all beds and individual plants installed, except annual beds, shall be double ground pine bark. Mulch for planting for annual beds shall be new pine bark fines. 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 and two (2) inches over annual beds unless otherwise directed by the Engineer. **Payment will be made in Cubic Yards.**
- G.) **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. **Payment will be made in units of one thousand (1,000) gallons. Upon completion of the project.**
- H.) **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 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. Note: all other pesticides will be incidental. **Payment will be Lump Sum for Post and Pre-emergence.**

I.) **Establishment period:** The Contractor will have a monthly establishment period for seventeen (17) months starting May 17, 2013 thru October 31, 2014 The duties are Mowing/Line Blade Trimming of a six (6 ft.) perimeter around all the plant beds and herbicides/pesticides application for various pests. Contractor shall pick up all litter and debris, and pruning. Application of pesticide and pruning will be considered incidental to this contract during the establishment period. **Payment will be made monthly for establishment work cycles.**

J.) **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. **This will be incidental to the contract.**

K.) **Annual Plant Bed Preparation:** The contractor shall be required to prepare the existing plant beds to accept new plantings. Plant bed preparation includes removal and disposal of all existing plantings unless noted to retain on the plans or otherwise directed by the Engineer in the field. **Annual plant bed preparation will be incidental to the contract. See page 36 and to review the amendments.**

• **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. The Central Roadside Unit in Raleigh will be inspecting the plant material. A sample of mulch and soil must be submitted to the Engineer for his approval.
- c. The Contractor must fill out the Vendors/Plant Source List that is located on page 70 of this contract. Failure to carry out the requirements may be grounds for rejection of the bid and may result in the selection of the next lowest responsible bidder.
- d. Contractor must have a current North Carolina Landscape Contractor's registration and a North Carolina Pesticide License.
- e. Final inspection of this project will be made, on or about October 31, 2014.

•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.

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.) Payment and Performance Bond is required.
- e.) Payment may be delayed or denied if the pesticide/herbicide spray report is not attached to the invoice.
- f.) Goals are required at 5%.

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 \_\_\_\_\_

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