



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

March 4, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Registered Landscape Contractor to install and establish landscape planting.

CONTRACT No: 11227563
TIP: R-2813B
FA: STP-0146 (7)
WBS: 34505.3.5
COUNTY: Buncombe
ROUTE: I-26 & NC 146, Long Shoals Road

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 this addendum 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", written over a horizontal line.

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. R.A. Tipton, P.E., Division Construction Engineer
Mr. Keith Hill, Division Roadside Engineer

Pre-Bid Minutes

- **CONTRACT NUMBER 11227563**
- **WBS ELEMENT: 34505.3.5**

• 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-26 at Exit 37 & NC 146, Long Shoals Road.

• **County:** Buncombe

• **Opening of bid:** Wednesday, March 6, 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:** *(Note: Not in the contact)* 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 March 20, 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 March 20, 2013. The completion date is April 10, 2013. The Contractor shall complete the required work of performing seeding and mulching and installation of sod 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 2 and Liquidated Damages:** The Contractor shall complete the required work of performing initial planting of all trees as shown on the plans and as directed by the Engineer.

• **Intermediate Contract Time Number 3 and Liquidated Damages:** 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 date of availability for this intermediate contract time will be April 15, 2013. The completion date for this intermediate contract time will be May 10, 2013. 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:** Date of availability is March 20, 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-26 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.) 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 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.

C.) 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.

D.) 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 for 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 March 20, 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.

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. The Contractor shall apply mulch to a depth of four (4") inches over the entire bed. 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.

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)

• **Mulch Catcher:** Furnish materials, construct and maintain the mulch catcher as described herein, as shown on the plans and details and as directed by the Engineer in the field. The construction method items can be found on page 30 of the contract.

Pay Item

Mulch CatcherLinear Foot (LF)

• **Seeding and Mulching:** Seeding shall be performed in the locations identified along I-26 and NC 146 in Buncombe County. In the contract, see rates on materials, seedbed preparation and applying limestone, fertilizer, seed, mulch and etc. on pages 31 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

Seeding and MulchingAcre (AC)

• **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. The entire area designated for seeding and

mulching and the entire area to receive sod as shown on the plans must be mown to constitute one complete mowing cycle. Mowing performed shall be four (4") inches for the Zoysia Sod and six (6") for the Bluegrass/fescue/Zoysia seeded areas.

Pay Item

Mowing EACH (EA)

• **Zoysia Sod:** Submit the proposed cultivar, source and contact information for the sod along with the bid. Also submit how the sod will be furnished for this project (size of strips or rolls). Sod will be inspected and approved at the sod farm prior to delivery. Sod will also be inspected and approved once delivered to the project and prior to installation. Zoysia Sod will be measured and paid for in square yards, measured along the surface of the ground, satisfactorily completed and accepted. No direct payment will be made for furnishing and applying backfill, limestone or fertilizer, as such work and materials will be incidental to the contract. The Dates for installing the sod will be March 20, 2013 thru April 10, 2013.

Pay Item

Zoysia SodSquare Yard (SYD)

Water for Sod units of one thousand (1,000) gallons (M/G)

• **Establishment Period:** The Contractor will have a monthly establishment period for seventeen (17) months, starting May 17, 2013 thru October 31, 2014 which 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 required monthly or more if deemed necessary at the Engineer's discretion. The application of herbicides/pesticides/fertilizers may be required, but will be considered incidental to this contract during the establishment period. Contractor shall pick up and dispose of properly all litter and debris. 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.

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

- A.) 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.
- B.) Plant replacements: All dead, damaged, or unhealthy plants shall be removed immediately throughout the establishment period. See in the contract on page 28 for scheduling.
- C.) 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.
- D.) 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 contract.
- E.) 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:**

Establishment work accomplished from the commencement of the establishment period until June 1, 2013, shall be incidental to the project. The seventeen (17) 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. 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 Unit

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 _____