



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

July 16, 2012

To Prospective Bidders

Subject: Addendum 1 for: Professional Landscaping or Ground Maintenance: Mowing,  
Line/Blade Trimming, Litter, Waste, Debris pickup and empty waste containers and  
replace with a new waste container liner.

WBS #: 13.105933

Route: I-40 East/West Bound Lanes at Mile Marker 67 Large Truck Pullover Check Load Station  
(Old Fort Mountain)

County: McDowell

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.

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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 Environmental Engineer

## Pre-Bid Minutes

### Large Truck Pullover Check Station (Old Fort Mt.)

- As of Jan. 1<sup>st</sup> of 2012, New Standard Specifications for Road and Structures will govern all new contracts. The contractor is 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 East/West bound lanes at Mile Marker 67 Large truck pullover check load station (Old Fort Mountain)
- County: McDowell
- Opening of bid: Wednesday, August 1<sup>st</sup>, 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 five (5) business days after notice of award of contract to provide: Letter of Acceptance, Public Liability Insurance, Property Damage and Worker's Compensation Insurances, a Traffic Control Plan, a Work Zone Supervisor Certification and **E-Mail addresses**. If any of these terms are not met within the allotted amount of time of five (5) 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.
- Project Special Provisions General: Start time 8:00 am to 4:00 pm Monday through Friday, no work on Saturday or Sunday. Extended hours may be granted at the request of the contractor in writing. Duties shall include Mowing and Line/Blade Trimming operations that shall be performed during the months of March April, May, June, July, August, September and October, four cycles per month (once per week). Maintain eight (8) waste containers by emptying waste containers and replacing with a new waste container liner. Waste shall be disposed at approved site. All waste, litter, debris or trash shall be removed from pavement, gravel surfaces and in the turf area(s) on a daily basis.

• Contract Time and Liquidated Damages: Availability of this contract October 1, 2012. The completion date is September 30, 2013. Liquidated Damages are two hundred (\$200.00) dollars per day. Waste not removed or no new liner in waste containers two hundred (\$200.00) Dollars per calendar day.

Line/Blade Trimming and Mowing not performed during growing season is two hundred (\$200.00) dollars per calendar 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 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.) Extended hours may be granted with proper permission in writing to the Engineer or his/her representative. No work shall be performed on weekends or state Holidays.
- b.) Collect all waste, litter, trash and debris and empty waste containers and replace with a waste container liner: Duties shall be, maintain and empty eight (8) waste containers, replace waste containers with a new liner, and dispose of waste at approved site on a daily bases Monday thru Friday.
- c.) Line/Blade Trimming and Mowing: Four (4) cycles of mowing and line/blade trimming per month will be requested (once per week). Mowing and line/blade trimming must be in a consistent clean and neat manner and shall be performed up to the pavement edge of the roadway. All waste, litter, debris or trash in turf grass areas shall be removed prior to mowing.

• 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.
- b.) Collect all waste, litter and debris and debris and empty waste containers and replace with a new waste container liner: Payment will be EA/Cycle upon completion for that month's service.

- c.) Line/Blade Trimming and Mowing: Payment will be EA/Cycle upon completion for that month's service.
- d.) The Contractor will have to pick up all waste, litter, trash or debris, in roadway, gravel surfaces and also in the turf and mulched areas during the twelve (12) months duration of this contract.

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.

- e.) 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.) No bond is required.
- e.) This is SBE contract.

***Note: Phone calls were made on Friday, July 13<sup>th</sup>, 2012 to all in bidders who attended the Pre-bid Conference on Thursday, July 12<sup>th</sup>, 2012. In the meeting it was stated that Contractor could not work on state holidays. We are changing that opinion to "The Contractor can work State Holidays due to the amount and accumulation of waste, litter, trash and debris."***

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

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