



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

September 13, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Landscape Contractor to install replacement plants as needed and perform monthly maintenance for the landscape plantings.

CONTRACT No: 11292735  
WBS: 13.101133  
COUNTY: Buncombe  
ROUTE: I-240 & NC 191 (Brevard/Amboy Interchanges)

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  
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". The signature is stylized with a large, sweeping flourish that extends 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

- **CONTRACT NUMBER 11292735**
- **WBS ELEMENT: 13.101133**

- 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-240 & NC 191 (Brevard/ Amboy Interchanges)

- **County:** Buncombe

- **Opening of bid:** Wednesday, September 18, 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 the 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, 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.

• **Contract Time and Liquidated Damages:** Availability of this contract November 1, 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.

The Contractor fails to contact the Engineer or his/her representative with in twenty-four (24) notices by e-mail or phone call that his/her company will be working at the Brevard/ Amboy interchanges. Shall have deductions from your monthly payment **One Hundred (\$100.00) Dollars per incident.**

**Extension of Contract:** At the option of the contract agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional periods

• **Intermediate Contract Time Number 1 and Liquidated Damages:** Date of availability is November 1, 2013. The completion date is October 31, 2014. The Contractor shall complete the required work of performing, littler/debris pickup, mowing, line/blade trimming, pesticide and herbicide applications during the monthly maintenance as directed by the Engineer or his/her representative. Failure to not do the duties shall have deductions from your monthly payment of **Eight Hundred Dollars (\$800.00) per calendar day.**

• **Intermediate Contract Time Number 2 and Liquidated Damages:** The date of availability for this intermediate contract time will be April 15, 2014 and the completion date May 15, 2014. The Contractor shall complete the required work of performing planting of ornamental grasses as directed by the Engineer or his/her representative. Failure to not install ornamental grasses at the request of the Engineer or his/her representative shall have deductions from your monthly payment of **Eight Hundred Dollars (\$800.00) per calendar day.**

• **Intermediate Contract Time Number 3 and Liquidated Damages:** The date of availability for this intermediate contract time will be November 1, 2014 and the completion date April 15, 2014. The Contractor shall complete the required work of performing planting of all trees, shrubs and daylilies as directed by the Engineer or his/her representative. Failure to install plant material shall have deductions from your monthly payment of **Eight Hundred Dollars (\$800.00) per calendar day.**

• **Intermediate Contract Time Number 4 and Liquidated Damages:** Review the holidays in the contract.

• **Project Special Provisions Roadway:** 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 Maintenance Cycles duties:** Litter and Debris pickup, Mowing/Line Blade Trimming. There are three (3) different types of pruning such as: pruning of ornamental grasses, daylilies and tree & shrubs, also pesticide and herbicide applications. (Note: If the contractor uses a pesticide to kill bagworms it will be responsibility of the contractor to remove the dead carcasses off the plant material. This will be considered incidental to this contract.

B.) Contractor has five (5) calendar days to complete this work once work has begun.

C.) Damages or significant injuries to any of the established plant material. The Contractor will be required to replace the plants at same size and height as the original species at his or her cost.

D.) **Special Line/Blade Trimming and Mowing:** I-240 West/Eastbound lanes to South Bear Creek Road overpass bridge. The Contractor will Mow and Line/Blade trim the sloped banks to the pre-existing mowing line, also the contractor will mow or line/blade trim 12 to 14 feet below the guardrail. Other duties of mowing will be the two fields on the I-240 westbound lane of Brevard Road Interchange.

E.) **Replacement Planting:** All plant material furnished will be the best quality and the Contractor will submit the names of the nursery and their contact information to NCDOT by e-mail, so that plant material shall be inspected. 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. Pay item will be in (EA)

F.) **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 or his/her representative. Measurement of water will be made by means of an approved metering device or by determining the volumetric capacity of the tank. Pay Item in units of one thousand gallons (M/G)

G.) 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.

\* H.) 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.

• 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 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

\_\_\_\_\_

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

Date \_\_\_\_\_