

AMENDMENT #1
April 13, 2017
Invitation for Bids (IFB)
No. PCCD-17-PCWEWP-01
Dated 04-03-17
Issued by
Plum Creek Conservation District
Lockhart, Texas

*The above numbered IFB hereby is amended as set forth below.
The hour and date specified for receipt of offers is not changed.*

PURPOSE OF AMENDMENT

1. To transmit Sheet 3 of Drawing No. TX-EN-0704 (Site 11) and pen-and-ink changes to the IFB drawings and construction specifications, and to provide meeting minutes and attendance list for the April 11, 2017, Pre-bid Conference and Site Showing.
2. To remind bidders that oral explanations or instructions given before the award of the contract will not be binding. See PART I, Subpart B, Instructions to Bidders, Section 6.

Offerors ***must acknowledge receipt of this Amendment no later than*** the hour and date specified in the IFB for receipt of sealed bids by one of the following methods:

- (a) Make appropriate notations on Exhibit A, Offer form (PART I, Subpart C, page GP-9).
- (b) Complete and return form below. Form must be mailed or hand-carried to the address designated for receipt of bids, and be made to the attention of Johnnie Halliburton, Contracting Officer, clearly noting "Acknowledgment of Receipt of Amendment No. 1, IFB No. PCCD-17-PCWEWP-01" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

ACKNOWLEDGMENT OF RECEIPT

Amendment No. 1 (04-13-17)

IFB PCCD-17-PCWEWP-01 – Plum Creek Watershed FRS Sites 2, 5, 7, 10, 11, 14 Repairs

Bidder's Signature: _____

Bidder's Name: _____

Bidder's Title: _____

Date Signed: _____

Company Name: _____

PEN-AND-INK CHANGES / Added Drawing Sheet

PART IV – SPECIFICATIONS

Construction Specification 8, Mobilization and Demobilization (Site 11 page 8-2)

In Section 4.a.(3)(e) ADD the following after the last sentence:

“All earthfill, crushed rock, and geotextile at the temporary entrance shall be removed and the area restored to pre-existing conditions.”

PART V – DRAWINGS

Divider & Index Sheet. For Site 11 Drawing TX-EN-0704, change “2 sheets” to read “3 sheets.”

Site TX-EN-0700 (Site 2) Sheet 1

- NOTES #9, line 2. Change FEBRUARY 2016 to read **NOVEMBER 2016**
- PEDESTRIAN SAFETY NOTES, #2. Pen-and-ink change as follows:
HIKING TRAILS ARE TO BE LOCATED AT THE TIME OF THE SITE SHOWING AND SHALL BE ~~MAINTAINED~~ **REPAIRED** TO PRE-CONSTRUCTION CONDITIONS ~~AT ALL TIMES~~ **WHEN JOB IS COMPLETED.**

Site TX-EN-0703 (Site 5) Sheet 1

- NOTES #9, line 2. Change FEBRUARY 2016 to read **DECEMBER 2016**

Site TX-EN-0701 (Site 7) Sheet 1

- NOTES #9, line 2. Change FEBRUARY 2016 to read **AUGUST 2016**

Site TX-EN-0705 (Site 10) Sheet 1

- NOTES #9, line 2. Change FEBRUARY 2016 to read **JULY 2016**

Site TX-EN-0704 (Site 11)

- Sheet 1 NOTES #9, line 2. Change FEBRUARY 2016 to read **NOVEMBER 2016**
- **INSERT attached Sheet 3** (inadvertently was not included in 4/3/17 IFB documents)

Site TX-EN-0702 (Site 4) Sheet 1

- NOTES #9, line 2. Change FEBRUARY 2016 to read **JANUARY 2017**

4/11/17 SITE SHOWING / PRE-BID CONFERENCE MINUTES

Note: Some items contained in the IFB were pointed out and are not included in these meeting minutes for purpose of brevity. However, this Amendment No. 1 contains information necessary for bidders to submit bids and all information where the lack thereof would be prejudicial to uninformed bidders.

WELCOME / INTRODUCTIONS

The Contracting Local Organization for this project is Plum Creek Conservation District (PCCD), Lockhart, TX. The Contracting Officer (CO) for this project will be Johnie Halliburton (PCCD Executive Manager) and the Alternate CO will be Daniel Meyer (PCCD Assistant Executive Manager). USDA-NRCS will provide a full time Inspector (Emile Lawrence) and a Project Engineer (Ronald Gardner). Richard Standish and Jean Ann Maynard (R&J Contract Services) will serve as contract administration consultants to the PCCD for the project. The project is receiving funds from USDA-NRCS, TX State Soil and Water Conservation Board, and PCCD. A listing of all meeting attendees is attached to this Amendment #1.

The conference commenced at 9:30 a.m., and Johnie Halliburton welcomed attendees, made introductions, and provided a brief history of the project. After Administrative and Technical presentations, participants visited the project site. Questions and Answers from the conference are listed in the last section of this Amendment #1.

ADMINISTRATIVE PRESENTATION

This material was presented by Jean Ann Maynard, R&J Contract Services. Administrative matters not contained in the IFB along with items in the IFB that were emphasized are as follows:

General Information

Sign-In Sheet. Be sure you listed complete information on how to contact you—need PHYSICAL address and MAILING address.

The IFB was published on 4/3/17. Printed copies of the bid documents are not being distributed. If you want a copy of the Invitation for Bids (IFB) package, any future amendments to it, and the Plan Holder Registration Form, you must download the files from the PCCD website as stated in the Bid Notice. Also, there is a supply of blank registration forms here today if you would like register as a planholder.

NOTE: There is a second repair project for Site 12. Those bid documents are available on the PCCD website. A separate Planholder Registration Form must be submitted if you are interested in that project. The site showing for Site 12 will be next week on Tuesday.

Amendment No. 1 will be issued after this Site Showing. It will include today's meeting minutes, all of the questions/answers, an attendance list, and any changes that might be made to the original bid package. All registered planholders will be advised by email when it is available online. In order to receive notification, you must submit a Plan Holder Registration Form. **Very important to register.** No hard copies of any Amendments will be mailed or emailed – you will need to download them from the District website.

Reminder: You must submit your acknowledgment of receipt of EACH Amendment (either on the Amendment cover sheet form or on bid form, Offer, Exhibit A). Failure to acknowledge receipt of an amendment may result in rejection of a sealed bid.

Performance Time. Original time is 99 calendar days. Additional days will be added for eligible weather delays and any change orders that warrant more time, as needed. PT begins day after receipt of Notice to Proceed. The 99 days was computed to include 5 calendar days move-in time and working the

maximum allowed workweek of 6 days per week, 10 hours per day. It also includes Sundays and the holiday shutdown of July 4.

Site 2 special requirement. All work at this site must be satisfactorily completed by August 15, 2017.

Work may be performed on only one site at a time – except that you will be allowed to MOBILIZE to the next site (but not perform any work until the previous site is fully completed).

Sealed Bids are DUE (and will be publicly opened).

- (a) 2:00 PM sharp, Tuesday, April 18.
- (b) Must hand carry or mail. No Fax or Telegraphic bids are allowed.
- (c) NOTE: Deliver or mail bid to this PCCD office.

Engineer's Cost Estimate. This will NOT be disclosed until after bids have been opened. The Estimated Price Range is: **between \$250,000 and \$500,000**

IFB/Contract Terms & Conditions. As a local contract, various requirements from Texas codes and statutes govern the basic contract. However, due to Federal funding, there are also some Federal clauses and requirements that aren't normally found in a local contract.

Instructions to Bidders (PART I – General Provisions, Subpart B)

Encouraged to ***carefully read***.

Section 2 – Conditions Affecting the Work. To view site (other than today) you need to make an appointment with Johnie Halliburton and must be escorted to the site. Note that no digging or taking of core samples will be allowed. NOTE: Attendees were encouraged to sign up for an escorted site visit as due to the inclement weather on 4/11, no group visit to the sites was made.

Section 3 – Bid Must Contain (Original + 1 copy) ***SEE Part I, Subpart C, Bid Forms***

- (a) Exhibit A - Offer. Sign in ink (must have legal Authority to contractually bind the company).
- (b) Exhibit B – Bid Schedule. Offer must be valid for minimum of 30 days
- (c) Exhibit C. References.
- (e) Exhibit D – Bid Bond
 - (i) Bid Guarantee: 5% of TOTAL bid price.
 - (ii) Certified or cashier's check (responsible TX bank). --- OR ---
 - (iii) Bid bond. (1) Must use Exhibit D form (original + 1 copy). (2) Must meet all Bid Bond Requirements for surety as stated in Section 8. READ THIS CAREFULLY. NOTE surety must be U.S. Treasury listed.
- (f) Exhibit E – Bidder Certifications. (1) Four sections need to "circle" appropriate answer and write in surety information on one. (2) Some non-Texas resident bidders must provide a Certificate of Authority from TX Secretary of State to transact business in Texas.

Section 4 – Preparation of Bid

- (a) IFB documents and Plan Holder Registration Form must be obtained using the District website as outlined in the Public Bid Notice. Printed copies of the IFB package are not available. The official printed hard copy shall take precedence over an electronic media copy. This official file hard copy may be viewed at the PCCD office.
- (b) Submit offer in DUPLICATE (original + 1 copy of all documents).
- (c) Bidders are entitled to EXCLUDE exempted taxes in bid price. Contractor will be performing a contract for an exempt organization. The District will issue an Affidavit to the Contractor. Contractor must issue a Tax Exempt Certificate to each supplier. Contractor is responsible to know and follow all Texas Codes regarding this. [Details in Part II, General Conditions, Article 29]
- (d) Bid Schedule (Exhibit B). NOTE there are 6 separate Bid Schedules (1 for each site) and then you must add your Total Bid for the combination of all 6 sites. One award will be made for the Total Bid for all sites. The Bid Schedule is 3 pages long – failure to price each item is basis to reject bid.

Section 6 – Explanation to Bidders / Inquiries. NO verbal explanations or instructions given before award of the contract will be binding. ALL questions regarding the meaning or interpretation of any bid document must be submitted IN WRITING to Johnie Halliburton (via Email or Fax is allowed). The deadline to submit written questions is noon tomorrow. If the answer requires interpretation of a bid document, it will be given in writing to all planholders via an Amendment to the IFB. Please send all inquiries through Johnie. If an Engineer's input is needed, he will do so [please don't contact Ronald Gardner directly].

Section 8 – Bid Bond Requirements. All bids require a bid guarantee in the amount of not less than 5% of Total Bid Price. Bonds must be on the form provided in the bid package.

Section 11 and 12 – Qualification/Disqualification of Bidders. Carefully note these requirements. In order to be awarded the contract, the low bid must meet two requirements. First, bid documents are reviewed to determine if the bid is "responsive"—meets essential elements of the IFB requirements. Then, the "responsibility" of the bidder is determined. Technical and financial references are carefully checked to ensure bidder is qualified, etc. These clauses list what will be considered in determining the "responsibility" of the bidder.

Section 20 – Records. This lists documents available at the PCCD office for viewing by interested parties. There is a large set of drawings along with a printed copy if the IFB package.

Anticipated Schedule / Contracting Procedure

Bid Opening (Tuesday, April 18): Publicly open sealed bids. Declare apparent low bidder and meet with their representative.

Issue Notice of Award (by Friday, April 21, if possible). You will have 5 workdays to submit your 1st post-award documents [See Part III – Supplemental Conditions, Article 4 for a LIST]. You are encouraged to review these now and be prepared to submit on time (or your bid security could be forfeited and the District would move on to 2nd low bid).

2nd Post-award Documents. These will be requested about April 21 and will be due about May 12 (such as construction schedule, safety plan, etc.).

The Preconstruction Conference, will be held the week of May 21. The Notice to Proceed will be issued late that week and Day #1 of performance time is expected to be Tuesday, May 30. The deadline to commence work then would be Saturday, June 3.

General Conditions (PART II)

Exceeding Time in Contract [Article 5]. If you do not complete work within performance time and it is deemed in best interest of District to allow Contractor complete work (vs. terminate for default), will assess actual damages. NO liquidated damages clause.

Actual damages will not be assessed for lost revenue and/or taxes. Actual damages will be based upon the additional costs incurred by the Contracting Local Organization (CLO) and the Grantor Agencies (USDA-Natural Resources Conservation Service and Texas State Soil and Water Conservation Board) resulting from the Contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs (Inspector, Engineer, Contracting Officer and related personnel), travel costs (lodging, per diem, mileage, etc.), additional supplies, etc. Your bonding company can contact the District if it has additional questions about this clause.

The clause also allows for an extension of performance time (without terminating the Contractor's right to proceed or charging Contractor with actual damages) if a delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Note that TIME only is allowed (no costs are allowed).

Payments / Invoicing Requirements [Article 7]. Progress payments will be made monthly. Per Texas Water Code, District shall retain 10 percent of progress payments on the first 50 percent of work completed (without paying interest). Please note that the payment due date for the District is within 45 days of receipt of "proper" invoice. The District will strive to pay sooner than 45 days if possible.

NOTE: There are 6 separate sites for repairs. The District will strive to do a final inspection and give formal acceptance of each site as it is satisfactorily completed, and then that site would be eligible for Final Payment in accordance with this clause.

Per paragraph (h), Contractor and Subcontractors must follow TX Government Code 2251 rules for paying others for goods, services, etc. related to performing the work.

Superintendence [Article 10]. Must have full-time superintendent acceptable to CO. You will be asked to propose an Alternate superintendent for approval so that you have a backup in place to serve in the absence of the regular superintendent.

Permits and Responsibilities [Article 11] and Other Contracts [Article 13]. The Contractor is responsible to determine all Federal, State, and municipal laws, codes and regulations that apply to this project and comply with them. Also, Contractor is required to obtain all necessary licenses and permits at own expense. The Contractor is responsible for all materials delivered and work performed until completion and acceptance of the entire construction work.

Real Property Rights [Article 16].

- (a) The District has acquired all landrights to perform the work and the Construction Work Limits are shown on the drawings.
- (b) Contractor shall obtain owner's advance written approval if he/she plans to enter, remove, or otherwise make use of adjacent property, roads, utility lines, fences, and other improvements not included within the real property rights provided by the Contracting Local Organization. A copy of the written approval must be submitted to the Contracting Officer. Any associated costs are Contractor's responsibility.

Water [Article 19]. Contractor is responsible to provide and maintain at own expense an adequate supply of water needed to perform the work. Contractor must locate and arrange for adequate water source(s) and obtain any required permits to take/use water and a copy of those permits will need to be submitted to the Contracting Local Organization. A permit from TCEQ is required if you want to take water from one of the reservoirs.

Workweek - Construction Schedule [Article 20].

- (a) Requires written schedule prior to commencement of work (CO must approve).
- (b) Maximum Work Week: Monday – Saturday (10 hours per day).
- (c) Work may be performed during daylight hours only.
- (d) Holidays: Project will be shut down (and days are included in the performance time): only for Independence Day.

Subcontractors [Article 21]. All require CO written approval (prior to signing a subcontract).

Surveys [Article 22], Shop Drawings [Article 30], and Layout of Work [Article 35]. Some general information. Ronald Gardner will discuss contract requirements more thoroughly in his technical presentation.

Suspension of Work [Article 23]. Contractor is eligible to recover damages for any unreasonable delays as specified in this clause. Includes additional performance time and damage costs (excluding profit).

Weather [Article 26]. PT of 99 calendar days does not include any adverse weather delays. PT will be extended if warranted by weather or its effects. Allows TIME only (not costs or damages).

Quantity Variations [Article 28]. 25% clause for estimated quantities in bid schedule. Variations within 25% are paid at the bid price and there is no adjustment in performance time. If variation exceeds 25% (over or under), the contract price/time is equitably adjusted for the quantity that exceeds 25% (over or under). [This differs from Article 3 regarding "Changes". If any new work is added to the contract (or any work is deleted), this is not a Quantity Variation and Contractor is entitled to an equitable adjustment in the contract price and performance time.]

Accident Prevention and Safety [Article 41]. Includes Supplement to OSHA regulations with many requirements. Ronald Gardner will cover later. VERY important – will monitor and enforce safety.

Supplemental Conditions (PART III)

Insurance Requirements [Articles 1-3]. Read carefully. Due 5 workdays after receipt of Notice of Award. If approved subcontractors are not covered on prime contractor's insurance policies, proof that subcontractor carries the same types/levels of coverage is required. NOTE that most policies require District to be listed as additional named insured and all policies must include a waiver of subrogation.

Post-Award Information [Article 4]. Lists items you must submit within 5 workdays after receipt of Notice of Award. Be prepared to do this!

Performance of Work [Article 5]. The prime contractor must perform at least 20% of work with own forces.

Commencement, Prosecution, and Completion of Work [Article 6].

- Note that you must commence work within 5 calendar days of date you receive written Notice to Proceed (mobilization does not qualify).
- Performance time is 99 calendar days.
- Site 2 must be finished by August 15.
- You must work on only one site at a time – but you can MOBILIZE only to the next site (not begin work until the prior site is completed).

Wage Rates [Article 8]. Because construction, must pay prevailing wage rates for laborers and mechanics. Rates in PART VI.

Performance/Payment Bonds [Article 13]. Gives specific requirements. (a) Due 5 workdays from date receive Notice of Award. (b) Penal sum: 100% of contract award price.

Special Federal Requirements [Articles 14 - 19]. EEO, affirmative action, debarment & suspension, lobbying, clean air and water.

Subcontractor Certification (TPDES) [Article 20]. This applies to Site 7 and 11 only. Subcontractors who perform work that may impact pollution control measures must sign a certification form (see Appendix A, 1 for each site, of Construction Specification 5).

Subcontracts. Several of the clauses in Supplemental Conditions must be included in subcontracts (depending on dollar amount of subcontract).

PART IV: SPECIFICATIONS: Ronald Gardner will cover. Please note that the front portion of the construction spec is printed once – and then it is followed by the Items of Work and Construction Details for EACH of the 6 sites. In some cases (see Index Sheet) some of the specs apply to certain sites (vs. all 6 sites).

TECHNICAL PRESENTATION

This material was presented by Ronald Gardner (Project Engineer). Technical matters not contained in the IFB and additional items emphasized are as follows:

SECTION II – GENERAL CONDITIONS

Article 41 Accident Prevention & Supplement to OSHA Part 1926 and 1910 Construction Industry Standards and Interpretations

The Contractor shall comply with applicable OSHA safety regulations 1926. The Contracting Officer will notify the Contractor of any noncompliance with these requirements. If the Contractor refuses to comply with these requirements, all or part of the work may be suspended until corrective action is taken.

The Inspector and Project Engineer will have delegated authority to suspend work for any noncompliance with safety requirements that poses a serious or imminent danger to the health or safety of the public and/or personnel of the Contractor, Contracting Local Organization, or State Grantor Agency, or the NRCS Personnel.

The Supplement to OSHA 1926 and 1910 emphasizes several specific safety items which must be understood by the Contractor prior to bidding this job. Among these items are the requirements for:

1. Written plan for accident prevention and safety (CO must approve prior to beginning work).
2. First Aid Training certificates
3. First aid facilities – on site
4. Safety Meetings, weekly “tool box” and monthly
5. Dust control
6. Rollover protective structures
7. Backup alarms
8. Restroom Facilities
9. Scaffolding and Fall Protection

Hard hats shall be worn on the job site at all times including in vehicles and equipment. Equipment shall be outfitted with working backup alarms, seat belts, and approved roll-over protective structures. If the contractor requires safety vests or eye protection for the site they shall be provided to the NRCS personnel during working hours.

All equipment shall be inspected by the NRCS Construction Inspector prior to use on the project. Equipment will be inspected at the job site and shall not move outside of the camp site until approved. Equipment such as cranes must have their detailed inspection and the operators must have the appropriate certification submitted and approved before operation.

Article 8 –Material and Workmanship

Certificates and test data shall be submitted to show compliance of materials and construction specified in the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer Representative. Payment will not be issued for unapproved materials delivered onsite. Source/supplier, gradation, material type, etc should be included in material submittals.

Some of these materials include (but are not all inclusive to submit for approval):

1. Seed
2. Top Soil (if sourced offsite)
3. Borrow sites for earthfill.
4. Geotextile
5. Tackifier

SECTION IV – SPECIFICATIONS

There are two types of specifications in this contract: (1) Construction Specifications and (2) Material Specifications. The construction specifications are composed of two parts. The first part is called the closed specification and is the standard NRCS construction specification that begins with the SCOPE and ends with MEASUREMENT AND PAYMENT or PAYMENT. The second part is called the open specification and consists of the ITEMS OF WORK AND CONSTRUCTION DETAILS that are written specifically for this job.

Special emphasis items are covered below for each site

References to Engineer refer to the Government Representative. The word shall means must in the contract.

5 - POLLUTION CONTROL Subsidiary to Mobilization/Demobilization Bid Item 2

General. A SWPPP is required for Sites 7 and 11. The prepared SWPPP shall be amended by Contractor to include a detailed work sequence outline which defines and delineates the Contractor's construction operation [as shown on Construction Schedule, required]. All applicable TCEQ rules and regulations concerning the TPDES and the SWPPP shall be followed, including stabilizing entrance (Sites 7 and 11 only) to prevent mud tracking onto roads.

Sites 2, 5, 10, and 14. Contractor to provide an approved Pollution Control Plan prior to commencement of work. Section 8.a. (2)

Sediment filters are limited to geotextile sediment filters that meet the requirements of ASTM D6461 and installed according to the requirements in ASTM D6462. This requires a material submittal for approval.

Site 7 and 11 require a SWPPP, which has been provided in Appendix A.

Site 7 rock entrance is to be removed at the end of construction unless the contractor has written permission from the landowner to leave the rock entrance at the end of construction. The Site 11 rock entrance must be removed (that will be included in IFB Amd #1).

6 - SEEDING, SPRIGGING, AND MULCHING (Bid Item 1, Vegetation Establishment)

Consists of preparing seedbed, fertilizing, sprigging and hay mulching, and tackifying. A good quality coastal Bermuda grass or bluestem mix straw mulch is required on all areas sprigged. Measurement and payment is per Section 6, Method 1 (nearest 10th acre). Hay mulch application rate is 2.5 tons per acre. You must use either non asphaltic tackifier or crimp the mulch.

Fertilizer will be pelleted. Fertilizer will be applied at 30lbs N:40lbs P:30 lbs K per acre. The fertilizer requires a material submittal for approval.

Seed will be drilled or broadcast on a firm clean seedbed.

Seed dates shall be within 9 months prior to seeding. All seed tags must show germination, date tested, and pure live seed (PLS). This requires a material submittal for approval. The mixture will be Common Bermuda unhulled 6.0lbs PLS, common Bermuda hulled 4.6 lbs PLS hulled, Texhoka Buffalo Grass spurs 8.0 lbs

7 - CONSTRUCTION SURVEYS (Subsidiary to Site preparation Bid Item 3)

The Contractor is responsible for the layout of all the work. Also the Contractor is responsible for checking all work. The Contractor shall also submit to the Contracting Officer in writing the name, qualifications and experience of the surveyor personnel for approval prior to commencement of work.

Section 5 Method 2 will be used to verify quantities with the inspector for progress payments. The government will perform the initial and final surveys.

Survey measurements need to be to nearest 0.1 feet.

8 - MOBILIZATION AND DEMOBILIZATION Bid Item 2

Section 3 PAYMENT it states, "Payment will be made as the work proceeds, after presentation of paid invoices by the Contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others." You may be asked to provide proof of the total direct cost. You will have to submit paid invoices for the purchase of bonds and mobilization supplies in order to be reimbursed for these items prior to the final payment.

This item includes salvage and reuse of fences, gates, and gate supports required to perform the items of work as specified in the drawings.

All trash, debris, etc. resulting from the construction operation must be removed off site and disposed of in an approved sanitary landfill. The contractor will remove all items required for work such as signs, buildings, etc. after construction is complete

All disturbed areas are to be in a relatively smooth rut free condition. All finished surfaces should be freely draining.

Traffic control and Pollution control are subsidiary.

9 - TRAFFIC CONTROL **Subsidiary Item of Bid Item 2**

Requires the Contractor to submit a written plan for the control of traffic, and placement of signs and it must be approved by the engineer.

11- Removal of Water **Subsidiary to site preparation**

The contractor is required to divert surface water away from the construction site and to remove water from borrow sites in a timely manner. **A written plan for dewatering and diverting surface water is required before start of work.**

Payment is subsidiary to Bid Item 3, Site Preparation.

21 - EXCAVATION **Subsidiary to Site Preparation**

There is no guarantee that materials obtained from the specified excavations may be used directly in the specified fills. All suitable material will be used in the construction of permanent earthfill or rockfill. Suitability is determined by the government representative (GR) (Section 4 method 1).

Disposal of waste materials must be in the waste area.

Strip as required to remove weeds, grass, roots, and soils containing significant vegetative or organic material prior to placing earthfill. Stockpile topsoil.

23 - EARTHFILL **Subsidiary to Site Preparation**

Class C compaction with proper moisture determined by using feel method.

26 - TOPSOILING **Subsidiary to Site preparation**

This item consists of salvaging approved topsoil from required excavations, foundation stripping, and placing on all designated earthfills and exposed excavated slopes. If you are sourcing topsoil offsite then prior approval is required before placement.

Furnishing will use Section 3 Method 1 which is from the site. Section 5 Method 1 will be used for spreading which is to lightly scarify the material the topsoil will be placed on.

Final surfaces are to be dressed by blading, dragging or floating operations.

Placement is to be 6 inch depth.

94 – Contractor Quality Control **Subsidiary to Site preparation**

In Sections 3, Method 1 is to be used. Separate quality control is not required.

Section 4 method 1 is required.

420- SITE PREPARATION

Variation of quantities to site preparation will only be possible if the site preparation quantities exceed the maximum by 10% and \$1000 the contractor must notify the engineer that the quantities have been exceeded. The contractor must submit proof and allow the NRCS 3 working days to verify the contractor's documentation.

Payment goes down to the neat lines and grades. Further excavation requires approval from the engineer to be calculated for quantities. Foundation prior to earthfill requires approval by the engineer.

Borrow areas needs to be freely draining during excavation.

Site 2: Borrow areas are no steeper than 8 Horizontal to 1 vertical during excavation.

Site 5, 7, 10, 11, and 14: Borrow areas are no steeper than 4 Horizontal to 1 vertical during excavation.

430 – DEBRIS REMOVAL

Site 14 only. May be mulched or burned.

446 – SHAPING AND SMOOTHING

Sites 2, 7, 11. The surface is to be smooth and to grade to allow for sheet flow of water on the spillway.

Material Specifications:

Questions covered: No Questions

DRAWINGS

TX-EN-0704, Site 11, Sheet 3 of 3 will be distributed with Amendment #1 of IFB.

OVERVIEW OF PROJECT SITES:

The followings items were shown via maps to the contractors:

Site 2: Hiking trails in work area

Final Location of access roads (all sites)

Final Location of construction camp site (all sites)

Final Location of stockpile (all sites)

Final Location of borrow and waste areas (all sites)

TECHNICAL QUESTIONS, CLARIFICATIONS & ANSWERS

Access to site 2 through the alley may require trimming of tree limbs.

Q: Is the alley at Site 2 wide enough to allow for equipment to enter the site?

A: The alley is large enough to bring in skidsteers and small excavators. There is no guarantee that it is large enough for full size haul trucks or large semi-trailers. An alternate route may be possible through the park, but the contractor should bid as if the alleyway is the only entrance due to logistics and time constraints and there is no guarantee at this time that an alternate route will be possible.

Site 2. Drawing Sheet 1 will include a pen-and-ink change in Amendment #1. The hiking trail in construction area will be coned off (no pedestrians allowed) during construction. Any damages to the trail from construction operations must be repaired (returned to its original condition) prior to demobilizing from the site.

Q: Can the contractor use water from the dam's reservoir?

A: The Contractor must have a TCEQ permit to use water from the reservoir. The contractor is responsible for obtaining water and meeting all permitting and legal obligations.

Q: Can the contractor haul topsoil in rather than seeding?

A: The contractor is required to seed all disturbed areas. Topsoil brought from offsite must be approved for use (Material Submittal).

Q: Is the contractor required to seed the areas designated or only those areas they worked on?

A: The contractor is required to seed all disturbed areas due to their construction. The access road is to be bladed and smoothed to a rut free condition. Site 11 The contractor is required to put the access road to prebuilt condition and will require seeding.

Q: Do the lifts require disk or plows for compaction?

A: A disk is only required to provide for uniform moisture distribution (CS23.5 second paragraph). The contractor is still required to scarify lifts prior to placing the next lift as specified in CS23.4(b). Compaction requirements are Class C as stated in CS420.4.

Site 7: The contractor may need to widen the access gate. The contractor is responsible for preventing the cattle from exiting the property through the construction area.

Site 7: Is the contractor required to remove the silt at the end of the spillway? No. Patch holes and put back fence.

Q: Do we need to survey the campsite area?

A: No – but Contractor must ensure that they stay within the construction work limits as shown on the drawings.

Site, 2, 7, 10, 11: The gullies seen in the photos of each site average 3 to 4 feet deep. Reference the drawings of each site to determine the depth of gullies and excavation. Site 11 erosion damage is most extensive of all sites.

Site 11: The contractor is required to place new gate and put in access road to the dam. The contractor must return to original condition prior to finishing job (restoration of terraces, seeding and removal of construction entrance).

Site14: Access road can be difficult if wet. Contractor may need to put rock into cross drainage by Electric Tower. Rock must be removed prior to completion of work.

Site 14 debris removal. A Pile is small enough to fill an extended bed pickup truck. The piles are on steep slopes.

Site 14 borrow area: The borrow area can be wet and muddy.

Q: Can the debris piles be mulched?

A: Yes, they can be mulched onsite. They must be mulched to a size small enough that the debris will not puncture a tire (mulch the size used on playgrounds).

Q: Can the contractor hydroseed?

A: No, seeding will be done as specified in CS6.7. The contractor can hydromulch with tackifier and appropriate mulch as specified in CS6.7. The mulch will have tackifier or be crimped.

Q: Is a porta-potty required?

A: Yes, the contractor must meet OSHA requirements. This falls under OSHA 1915.88 to have appropriate sewage facilities.

Q: Is a construction trailer required for the NRCS inspector?

A: No, the inspector will be working out of his truck.

Q: Does topsoil hauled in require proctor compaction tests?

A: No, proctor compaction tests are not required on topsoil or earthfill. All hauled in material requires approval for use. All compaction is Class C with 5 passes for earthfill and 1 pass for topsoil.

Q: Is there enough topsoil onsite?

A: Yes, the borrow sites should have ample topsoil for use.

Q: Can the contractor use borrow from one site to use on another site?

A: No. Offsite borrow must from a source approved by the engineer.

Q: Who is the inspector?

A: At this time Emile Lawrence is designated as the inspector. The inspector may change depending on timing and availability prior to construction.

Site 7 can be seen from the road; Site 2 and 5 can be accessed by foot. Other sites do not have public access. Interested contractors may request to see the sites (weather and time permitting) through the Plum Creek Conservation District.

VISIT TO PROJECT SITE

SPECIAL NOTE: Due to inclement weather, there was not a tour of the project sites. In lieu of the tour, the District reviewed photographs of damages. In addition, Google maps of each site were shown and the site access, stockpile, borrow and waste areas, campsite area, and Site 2 hiking trails were pointed out to the attendees. The maps and photos are incorporated by reference into this Amendment #1 and are available to all interested parties at the PCCD website.

ATTACHMENTS:

- 4/11/17 Site Showing Attendance list
- Sheet 3, Drawing No. TX-EN-0704, Site 11
- By Reference: Google maps of all sites and photographs (see PCCD website)

DISTRIBUTION:

To be posted on PCCD website. All registered plan holders and 4/11/17 site showing attendees will be advised via email (or otherwise) when Amendment #1 is available for downloading from

www.pccd.org/ (Job Bids tab)

SITE SHOWING ATTENDANCE
April 11, 2017

Plum Creek Conservation District Personnel

Johnie Halliburton, Contracting Officer and Executive Manager
Daniel Meyer, Alternate Contracting Officer and Assistant Manager
Jean Ann Maynard, R&J Contract Services, contracting consultant

USDA Natural Resources Conservation Service

Ronald Gardner, Project Engineer, Temple, TX
Gary Geraci, Design Engineer, Temple, TX
Sam Drummond, Design Engineer, Temple, TX

Others

Michael Holder, ERS, Inc, Jackson, MS
Nighthawk Construction, Lockhart, TX (Mark Delgado, Chris Martin, Don Baron)
Michael Moncada, Jerdon Enterprises, San Antonio, TX
Dave Hansmann, Border Construction, San Antonio, TX
Joe Dominguez, D&S Concrete, Seguin, TX
Brad Bechtol, MAC, Inc., Austin, TX
John Sexton, Sexton, Inc., Luling, TX
Dave Bourque, C3 Environmental Specialties, Schertz, TX

