

**AMENDMENT #1**  
**April 20, 2017**  
**Invitation for Bids (IFB)**  
**No. PCCD-17-PCWEWP-02**  
**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 and pen-and-ink changes to the IFB drawings and construction specifications, and to provide meeting minutes and attendance list for the April 18, 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 Johnie Halliburton, Contracting Officer, clearly noting "Acknowledgment of Receipt of Amendment No. 1, IFB No. PCCD-17-PCWEWP-02" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

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**ACKNOWLEDGMENT OF RECEIPT**

**Amendment No. 1 (04-20-17)**

**IFB PCCD-17-PCWEWP-02 – Plum Creek Watershed FRS Site 12 Repairs**

Bidder's Signature: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

## **PEN-AND-INK CHANGES to IFB**

### **PART I – Subpart C, Bid Forms**

EXHIBIT A, OFFER, line 9. Change five (5) to read **ten (10)**.

### **PART IV – SPECIFICATIONS**

#### **Construction Specification 61, Rock Riprap**

DELETE Section 8.a.(4) Rock size requirements..... in its entirety.

REPLACE 8.a.(4) with the following:

- (4) Rock gradation requirements are shown on the drawings. Prior to delivery of rock to the construction site, the Contractor shall provide a sample load of rock weighing at least five (5) tons and shall furnish certified test results (or other evidence satisfactory to the Contracting Officer) showing that the rock sample furnished complies with the specified gradation. This rock sample shall be deposited on the construction site at a designated location and maintained at this location until rock placement has been completed. This sample shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Contracting Officer and the Contractor concerning gradation of the riprap being delivered on the site shall be resolved by dumping and checking the gradation of one random truck load of riprap.

### **PART V – DRAWING NO. TX-EN-0714**

#### **Drawing Sheet 1**

NOTES #9, 1<sup>st</sup> line. Change FEBRUARY 2016 to read **JULY 2016**

Under GENERAL PLAN VIEW, make the following changes to numbers shown on the SCALE AS SHOWN:

- Change 100 to read **200**
- Change 200 to read **400**

#### **Drawing Sheet 8**

Under GENERAL PLAN VIEW, make the following changes to numbers shown on the SCALE AS SHOWN:

- Change 100 to read **200**
- Change 200 to read **400**

### **4/18/17 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 (possibly Zachary Welch) 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.

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 and attendees here today 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 101 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 101 days was computed to include 10 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.

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

- (a) 10:00 AM sharp, Tuesday, April 25.
- (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 \$500,000 and \$1 million**

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.

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). **NOTE** error on Line 9 (will correct with IFB Amd. #1). Five (5) should read ten (10).
- (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). One award for the aggregate of all bid items will be made. Failure to price each bid 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 Thursday, April 20. 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, a printed copy if the IFB package, and printed copies of 3 engineering documents with soil mechanics information.

### **Anticipated Schedule / Contracting Procedure**

Bid Opening (Tuesday, April 25): Publicly open sealed bids. Declare apparent low bidder and meet with their representative.

Issue Notice of Award (by Friday, April 28, if possible). You will have 5 workdays to submit your 1<sup>st</sup> 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 2<sup>nd</sup> low bid).

2<sup>nd</sup> Post-award Documents. These will be requested about April 28 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 10-day deadline to commence work then would be Thursday, June 8.

### **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. 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 the reservoir. However, it was pointed out that the District will be opening the gate to let the water out of the reservoir. UPDATE note that the gate was opened on 4/19/17.

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 101 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].

- You must commence work within 10 calendar days of date you receive written Notice to Proceed (mobilization does not qualify).
- Performance time is 101 calendar days.

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]. Subcontractors who perform work that may impact pollution control measures must sign a certification form (see Appendix A of Construction Specification 5).

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

## **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. Geotextile
4. Tackifier
5. Rock for Riprap

#### **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.

#### **2- CLEARING AND GRUBBING Subsidiary to Mobilization/Demobilization and Site preparation (Bid Items 6 and 12)**

Burn or mulch materials that have been cleared.

Burial of materials require at least 2 feet of cover and need to be 6 inches higher than surrounding ground. Burial area is the waste area as shown on the drawings.

Smooth areas that have been cleared and grubbed.

#### **3- STRUCTURE REMOVAL Bid Item 1**

Fences are to be removed to bottom of the post. Fence rubble is to be removed offsite.

**NOTE:** We are not changing the specs to allow salvage and reuse of fence. All fence removed will be replaced as per CS-92 with new fencing material and the removed fence must be disposed of offsite.

#### **5 - POLLUTION CONTROL Bid Item 2 and Bid Item 3**

General. A SWPPP is provided in Appendix A and Sheet 8 of drawings. 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 to prevent mud tracking onto roads. The contractor is required to obtain and post the Notice of Intent from TCEQ and furnish a copy of the Notice of Termination to the Engineer.

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.**

#### **6 - SEEDING, SPRIGGING, AND MULCHING (Bid Item 4, 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 10<sup>th</sup> acre). Hay mulch application rate is 2.5 tons per acre. You must use either non asphaltic tackifier or crimp the mulch. Tackier must be applied at 40 lbs per acre.

Fertilizer will be pelleted. Fertilizer will be applied at 30lbs N: 40lbs P (phosphorous): 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 6.0 lbs PLS, common Bermuda hulled 4.6 lbs PLS hulled, Texhoka Buffalo Grass spurs 8.0 lbs.

#### **7 - CONSTRUCTION SURVEYS Bid Item 5**

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.

Earthfill slopes need to be checked and corrected at least every 5 feet.

Bluetop subgrades and finished grades of excavations, earthfills, and appurtenances to the works.

**CORRECTION to site showing statement.** The following statement is DELETED and is not a requirement of the contract documents: ~~Use stringlines for riprap to ensure it properly meets the intended grade and height.~~

Section 5 Method 2 will be used to verify quantities with the inspector for progress payments. The surveyor must provide interim surveys as part of the progress payment.

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 6**

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.

The construction entrance is included in this item.

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. Any utilities, etc.

If rock/road base is used for the access road, remove it upon completion of project unless indicated by the sponsors.

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

Items subsidiary to this bid item are Clearing and Grubbing and Traffic Control.

#### **9 - TRAFFIC CONTROL Subsidiary Item of Bid Item 6**

Requires the Contractor to submit a written plan for the control of traffic, and placement of signs and it must be approved by Hays County, TxDOT (if necessary), and the engineer.

#### **11- REMOVAL OF WATER Bid Item 7**

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

The contractor is responsible for maintaining the excavation free from water and should be prepared to pump water out of the excavation for the riprap.

The gate on the riser will be left open. This will allow the water to drop as low as elevation 598. The lower limits of excavation are shown as 600.5. **Update:** The District opened the gate on 4/19/2017.

This is paid at a prorated amount.

**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. Section 5. Method 1.

Strip as required to remove weeds, grass, roots, and soils containing significant vegetative or organic material prior to placing earthfill. Stockpile topsoil. Excavate to neat grade and lines. Once subgrade is reached the engineer will approve if the subgrade is suitable.

**23 - EARTHFILL**     **Subsidiary to Site Preparation**

Class C compaction with proper moisture determined by using feel method. Compaction shall be accomplished by a minimum of five (5) complete passes of a tamping roller weighing not less than 1,200 pounds per foot of roller width at a towing or traveling speed of 2 m.p.h. or greater; or an approved equivalent 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. They are to meet the finished lines and grades shown on the drawings.

Placement is to be 6 inch depth.

**61 – ROCK RIPRAP Bid Item 8**

The specs call for gradation of rock to be in accordance with ASTM D6092 R-150.

Gradation analysis needs to be submitted from the quarry. Refer to pen and ink change for the material test pile. Gradation test may be done at the quarry in the presence of the inspector and engineer or performed onsite. No equipment on the rock during or after placement.

Riprap. R-150 gradation may be performed at the quarry or onsite under the supervision of the inspector and/or engineer.

NOTE THAT the lake needs to be drained to elevation 600.5, if not lower (approximately 8 feet), prior to placing riprap.

**92 - FIELD FENCE Bid Item 9**

Use Western union splices.

Make sure you submit the fencing material prior to bringing onsite and that it is galvanized appropriately as per Material Specification 591.

**CHANGE TO SITE SHOWING DISCUSSION.** Contractor will not be allowed to salvage and reuse any fencing that is required in this specification. NO change to the bid documents is made regarding Bid Item 9.

**94 – Contractor Quality Control Bid Item 10**

In Section 3, Method 1 is to be used. Quality control personnel separate and apart from line supervision and who report directly to management are not required. Contractor to submit for approval the names, qualifications, duties, certifications and authorities of personnel assigned quality control.

Section 4, Method 1 is required. Section 10.a.(4) Quality control system is to be approved and operational prior to starting work.

**95 – GEOTEXTILE Bid Item 11**

Non-woven class 1. Keep it in a clean, dry location out of the direct rays of the sun until ready to be used.

Geotextile is to be placed immediately prior to the placement of rock riprap, and placement of the geotextile is to be approved by the Engineer prior to placing rock.

**420- SITE PREPARATION Bid Item 12**

Variation of quantities to site preparation will only be possible if the site preparation quantities exceed the maximum by 10% and have minimum contract value of \$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. Subgrade prior to earthfill and riprap requires approval by the engineer. Subgrade that becomes unsuitable due to negligence of the contractor and requires removal will not be calculated as part of variation of quantities.

Earthfill must have 6 inches of topsoil placed on it. Items of work subsidiary to this bid item are Clearing and Grubbing and Salvaging and Placing Topsoil.

**Material Specifications:**

Questions covered: none

**DRAWINGS** TX-EN-0714

Upcoming Amd. #1 pen-and-ink changes were discussed.

**VISIT TO THE SITE**

**Designations at site showing**

Final limits of clearing and grubbing were given. The contractor is required to clear and grub those areas that impede their ability to access or perform the work (construction entrance, campsite, excavations, etc.)

Final limits of fence removal were given. The contractor is to remove the fence for the construction entrance, terrace and along the front face of the dam directly upstream of proposed riprap Stations 32+00 to 12+00.

Designation of area to bury materials - Bury materials in the waste area.

These areas remain unchanged from the Drawing Sheet 1 (Note 3)

- Access road (on Sheet 1)
- Construction campsite (on Sheet 1)
- Stockpile (3 shown on Sheet 1)

**TECHNICAL QUESTIONS, CLARIFICATIONS & ANSWERS**

**Cattle.** The contractor is required to keep the gates closed to prevent the cattle from escaping. The contractor is required to protect cattle from the areas that present a clear danger to cattle (such as excavations) within the work area. This can include fencing or other measures to prevent injury to cattle that wander into the work area.

**Q:** Can the contractor drive haul trucks across the spillway?

**A:** **Under further consideration.** We expect to issue IFB Amd. #2 with a final decision soon.

**Q:** Can the contractor take water from the reservoir or from elsewhere?

**A:** A permit from TCEQ is required to take water from the reservoir. However, note that the lake is expected to be drained during the performance period of the contract. The contractor will likely have to get water offsite. The contractor is responsible for complying with all applicable permits, rules, and regulations for obtaining water.

**Q:** Where can the contractor bury materials?

**A:** Bury materials in the waste area as identified on Sheet 1.

**Q:** Does the gate drain valve work to dewater the reservoir?

**A:** The valve was opened by the District on April 19, 2017, and will remain open until all work under the contract is complete.

**Q:** Will an Autocad file be provided to the contractor showing the site?

**A:** The contractor is responsible for creating their own CAD files. NRCS does not provide such files.

**Q:** Where can the contractor access the site?

**A:** Drawing Sheet 1 identifies the location of the entrance. The contractor has a choice of the two terraces opposite of the driveway.

**Q:** Is the contractor required to Sew or overlap the geotextile?

**A:** CS95.7 states Section 5 Method 2 will be used (overlapping). No other method is approved.

**Q:** Which bid item does the stabilized construction entrance fall under?

**A:** The stabilized rock entrance with underlying geotextile is paid under Pollution Control (prorated) Bid Item 2. The temporary construction entrance and site access are paid under Mobilization/Demobilization (Bid Item 6).

**Q:** What is the water elevation during the site showing?

**A:** The pool appears to be around elevation 608. The invert of pipe at the riser is approximately 598, which is 2.5 below the subgrade of the required excavation for Riprap. Refer to Drawing Sheet 5. The water was entering the riser with the gate closed during the site showing.

**Q:** Where is the borrow for topsoil?

**A:** Refer to Drawing Sheet 1 and 8. It is in the pool currently underwater. No limestone is expected in the borrow area.

**Q:** Is an inspector's trailer required?

**A:** No, the inspector is expected to work out of his truck.

**Q:** How would you place riprap?

**A:** The means and methods are left to the discretion of the contractor.

**Q:** Who is the inspector and will he be full time?

**A:** Zachary Welch is the inspector who is currently tasked for this project. This could change. The inspector will be full time.

**Q:** Exactly how is the contractor to seed the disturbed areas?

**A:** As per CS6.7.a(3) the seed shall be drilled or broadcast onto a firm, clean seedbed. The rest of the paragraph describes what must be done to drill the seed. Broadcasting seeds must be with a mechanical spreader to allow for an even dispersal. Hand broadcasting is allowed only if the contractor opts to drill seed as per the last sentence of the paragraph.

**Q:** Can the diversion terraces be cut?

**A:** No. The diversion terraces are to be restored to the condition they were in prior to work being performed.

**Q:** Can the mailbox on the opposite of Williamson Rd. be moved?

**A:** No, work is to remain within the construction limits.

**Q:** Is the top of dike expected to be revegetated?

**A:** Disturbed areas are to be revegetated, which will most likely include the top of dike.

**Q:** Where is the campsite? Where can the contractor stockpile material brought onsite?

**A:** Reference Drawing Sheet 1 and 8. Three stockpile areas are designated including the area outside of the spillway dike to the road can be used. Stay within the limits of construction. Your surveyor should stake the limits of construction.

**Q:** Does the entire spillway need to be stripped and regraded?

**A:** No, only those areas designated on Drawing Sheet 1 and 8.

**Q:** Where is the borrow area? Can borrow be brought in from offsite?

**A:** Borrow area is shown on Drawing Sheet 1 and 8. The borrow area was under water at the time of the site showing. There may be excess material from the excavation of the riprap, which would be wasted in the water area. Borrow brought from offsite needs a material submittal for approval. It appears there would be adequate borrow available from the site.

**Q:** What if the borrow area does not have suitable fill?

**A:** Alternative borrow sites would be identified and a modification to the contract would occur.

**Q:** For purposes of insurance (Part III, Articles 1-3), what is a subcontractor?

**A:** A subcontractor would be someone hired by the Contractor to do work at the site or in a lab – such as subcontracting out installation of fencing. Those types of subcontractors must provide the same insurance coverage as the prime contractor (unless they are covered on prime's insurance certificate, but that usually is not the case). Then there are the Texas code requirements relating to Workers Compensation insurance only. See Article 3(a)(3) for Texas Labor Code on certain types of "subcontractors" providing various services. For those types of subcontractors, you are only required to verify that those persons are covered by Workers' Compensation Insurance (and provide a copy of proof of coverage to the District), and the District does not require any of the other insurances stated in Article 1 to be provided.

**New Information – Water Coming Into the Site.** A treated effluent from a sewage treatment plant empties into the site. The effluent average for the month of March 2017 was 113,000 gallons a day with a maximum flow of the interim phase of 250,000 gallons per day. In addition, there is runoff from 2,317 acres in the drainage area (per 1962 as-built drawings; figures have not been updated since that time). Additional information from the 1962 as-built drawings is as follows:

ELEVATION	SURFACE ACRES	STORAGE	
		ACRE FEET	INCHES
592.0	0	0	0
596.0	1.1	2.2	.01
600.0	16.0	36.4	.19
604.0	46.4	161.2	.83
604.7	55.0	196.6	1.02
607.4	88.0	389.6	2.02
608.0	95.1	444.2	2.30
612.0	177.8	990.0	5.13
615.0	228.0	1598.7	8.28
616.0	244.7	1835.0	9.50
620.0	334.6	2993.6	15.50
<i>Top of Dam (Effective) Elev.</i>		619.8	
<i>Emergency Spillway Crest Elev.</i>		615.0	
<i>Principal Spillway Crest Elev.</i>		607.4	
<i>Sediment Pool Elev.</i>		604.7	
<i>Drainage Area, Acres</i>		2317	
<i>Sediment Storage, Acre Feet</i>		444	
<i>Floodwater Storage, Acre Feet</i>		1155	
<i>Max. Emergency Spillway Cap., c.f.s.</i>		9060	

ATTACHMENTS:

- 4/18/17 Site Showing Attendance list
- By Reference: Google maps of all sites and photographs (see PCCD website)

DISTRIBUTION:

To be posted on PCCD website. All registered plan holders and 4/18/17 site showing attendees will be advised via email (or otherwise) when Amendment #1 is available for downloading from [www.pccd.org/](http://www.pccd.org/) (Job Bids tab)

**SITE SHOWING ATTENDANCE**  
**April 18, 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

**Others**

Mariano Molina, Clearfield Construction, LLC  
Mike Moncada Jerdon Enterprise  
Jeffery Blann, ALLCO  
Dustin Pratt, C3 Environmental  
Chris Martin, Nighthawk Construction  
Don Baron, Nighthawk Construction  
Phelan Hill, Dalrymple Gravel and Contracting Co.  
Mitchell Timmons, R-Tex Services  
Brady High, R-Tex Services  
John Sexton, Sexton Inc.  
Mike Montario, Drewery Construction  
Sean Hill, Precision Point Contracting Inc.  
Todd Roberts, ERS Inc.  
Luke Hill, Archer Western  
Brad Bechtol, MAC Inc