

**AMENDMENT #1**  
**December 11, 2020**  
**Invitation for Bids (IFB) Number**  
**PCCD-21-LPCW23Repair-01, 12/3/2020**  
**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 pen-and-ink changes to the IFB drawings and construction specifications, and to provide meeting minutes (including Questions and Answers) and attendance list for the 12/9/2020 Pre-bid Conference/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:

- (1) Make appropriate notations on Exhibit A, Offer form (PART I, Subpart C, page GP-8).
- (2) 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 Daniel Meyer, Contracting Officer, clearly noting "Acknowledgment of Receipt of Amendment No. 1, IFB No. PCCD-21-LPCW23Repair-01" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

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**ACKNOWLEDGMENT OF RECEIPT**

**Amendment No. 1 (12-11-2020)**  
**IFB PCCD-21-LPCW23Repair-01 (Site 23 Structural Repair)**

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

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

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

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

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

## **PEN-AND-INK CHANGES**

### **PART IV – CONSTRUCTION SPECIFICATIONS**

#### **CSpec 2 – Clearing and Grubbing**

Section 7, 1<sup>st</sup> paragraph. DELETE words “and buried or mulched”.

Section 7 – DELETE 4<sup>th</sup> paragraph. [*NO burying of materials on the site is authorized.*]

#### **CSpec 8 – Mobilization and Demobilization**

Section 4.a.(2)(a). DELETE sentence “A gated, recessed construction entrance, as shown on the drawings and meeting all requirements as set forth by the County shall be provided.” REPLACE with the following: “A recessed stabilized construction entrance as shown on the drawings shall be provided.”

Add: New Section 4.a.(2)(b):

“The entrance at RC Lane was designated at the site showing, and the Seawillow Road entrance is not to be used. The gate originally shown on the drawings to be placed at the construction entrance and the access road from RC Lane shall be re-located around an existing cattle guard (final location shall be determined by the Contracting Officer) At end of construction this gate shall be removed and the area restored to its original or better condition.”

Section 4.a.(4)(c), 1<sup>st</sup> line. DELETE the word “borrow” and REPLACE with the words “excess excavated”.

Section 4.a.(4)(f), 1<sup>st</sup> sentence. DELETE the words “either kept or” and “as determined by the landowner” and add a period after the word “removed”.

#### **CSpec 9 – Traffic Control**

Section 7.a.(2), line 3. ADD “, if required” after the word “County”.

#### **CSpec 94 – Contractor Quality Control**

Section 10.a.(7), line 2. Change “with 5” to READ “with **10**”.

### **PART V – DRAWING No. TX-EN-0786**

#### **Sheet 1**

At Seawillow Road area, add note “SEAWILLOW ROAD ENTRANCE IS NOT AUTHORIZED. RC LANE ENTRANCE MUST BE USED.”

DELETE Waste Area. [*The approved locations for Waste Area, Burn Area, and Stone Area were designated at 12/9/20 site showing.*]

SPOILS AREA: Rename this to read "WASTE AREA".

DELETE wording "REPLACE EXISTING GAP WITH NEW GATE" along the Alternate Site Access Road.

At Existing Cattle Guard shown on RC Lane, CHANGE the additional wording to read "INSTALL TEMPORARY FENCE AROUND CATTLE GUARD AND A 16-FOOT GATE".

#### **Sheet 5**

DELETE "Alternate Site Access Road" near upper right.

DELETE Waste Area.

SPOILS AREA: Rename this to read "WASTE AREA".

#### Stabilized Construction Entrance Detail

DELETE note under rock entrance and REPLACE it with: "INSTALL STABILIZED CONSTRUCTION ENTRANCE (NO GATE REQUIRED) – TO BE REMOVED AT END OF CONSTRUCTION."

DELETE note "TIE EXISTING FENCE INTO CORNER POST (BOTH SIDES)".

DELETE words "AND/OR SEAWILLOW".

DELETE words "CALDWELL COUNTY".

#### **Sheet 6**

Stile Detail. DELETE Note 7.

16' Gate Opening. Change note to specify "ONE (1)" gate required vs. 2 currently shown.

### **DESIGNATIONS / ITEMS STAKED**

**Actual limits of required clearing and grubbing** [CSpec-2, 7.a.(2)]: Areas designated for trees to be removed (as needed) are in the campsite, north of the outlet channel, inside of the plunge basin, and south of the plunge basin. Trees marked with orange paint in the campsite area and north of the outlet channel are NOT to be removed.

**Actual limits of required fence to be removed** [CSpec-3, 7.a.1]: Areas designated for required fence to be removed are shown on Sheet 2 of the drawings. Also fence will have to be removed north of the plunge basin to allow access to the work area from the plunge basin. Fence removed south of the plunge basin will be re-constructed approximately 20 feet south (new location marked by orange stake)

**RC Lane entrance is designated as the site access**, and Seawillow Road (Co. Road 205) access is not to be used during construction [CSpec-8, 4.a.(2)(a)].

**Final locations of the Waste Area, Stone Area, and Burn Area** [CSpec-420, Section 6 & Drawing Sheet 1, General Note 2]: Designations of final locations are as follows:

**Waste Area** – Previously designated as “Spoils Area” on Sheet 2 of the drawings. Existing piles of material are currently in the area to mark its location.

**Stone Area** – Located downstream of the existing culvert east of the construction entrance near the Waste (formerly Spoils) Area.

**Burn Area** – Located approximately 900 feet southeast of the plunge basin in an open field. Area is marked by an orange stake.

*Waste Area is authorized for disposal of excess excavated material required for the project.*

*Stone Area is authorized for disposal of any large rocks or boulders that may be excavated and are not needed for the project.*

*Burn Area is for debris, vegetation, tree stumps, branches, and brush that has been cleared from the campsite and plunge pool. Ashes from burning may be spread in the pasture or otherwise left in the Burn Area.*

**NOTE: No debris or other items may be buried.**

## **QUESTIONS AND ANSWERS**

Q. Will there be livestock on site?

A. The landowner/Ranch foreman indicated that he has plans, prior to the project beginning, to move the livestock to an area that is separated from the construction site. In the event any cattle are present on the site during construction period, see Construction Spec 8.4.a.(3) requirement for temporary fencing requirements for management of livestock.

Q. What are the requirements for the Quality Control personnel?

A. See Construction Specification 94, Section 4, Method 1. Contractor is responsible for QC (Quality Control) and NRCS Inspector shall perform QA (Quality Assurance). Contractor's scheduling of construction activities may require more than one QC Inspector. Method 1 does not require QC personnel to be separate and apart from management.

Q. Are there safety requirements for working around the cement coating on the 6-inch asbestos pipe?

A. The 6-inch diameter “asbestos-cement” drainpipe [1/] to be removed has not been tested to determine the percentage of asbestos. *Bidders should base bid price on the assumption that the 6-inch diameter asbestos-cement drainpipe removal operation is subject to standards as specified in OSHA Part 1910, Subpart Z (Toxic and Hazardous Substances), Standard Number 1910.1001 – Asbestos.*

*1/ As labeled in the as-built plans. This term is interchangeable with the term “asbestos drainpipe” found on Drawing Sheet 4 and the term “cement asbestos pipe” found in the Specifications.*

Q. What is the specific gravity required for the rock riprap.

A. See Material Specification 523, Rock Type 1.

Q. Is the contractor required to provide electricity to the government trailer?

A. No.

Q. Who is responsible for testing earthfill and topsoil? Is using a Quality Control Lab required?

A. The personnel submitted and approved as Quality Control by the Contractor is responsible for testing and meeting contract requirements. No, a Quality Control lab is not required.

Q. Is there a bid item for fence?

A. No, it is a subsidiary item paid for under Mobilization & Demobilization, Bid Item #4.

Q. Is there a quantity for the fence to be removed and reconstructed?

A. See Construction Specification 3, Section 7.a.(1).

Q. Do we need to clear trees for new fence to be constructed south of the plunge basin?

A. Yes, as needed.

Q. Is there a valve for the existing toe drain designated to be removed? Water is coming out of it.

A. No.

Q. Can we plug existing toe drain designated to be removed to allow us to work in the plunge basin?

A. No. Any plans for diverting and removing water must be submitted for approval in your written Water Removal Plan per Construction Specification 11.

Q. Any recommendations for a potential source for rock quarry?

A. Gulfcoast Limestone near Marble Falls, TX has provided rock for previous NRCS projects in the area.

Q. Who designates rain days?

A. The Contracting Officer per Part II – General Conditions – Article 26 (Weather). The NRCS Inspector onsite documents days when site conditions are unsuitable for work and provides them to the Contracting Officer.

Q. Is the slide gate on the principal spillway riser operational?

A. On August 5, 2020, the slide gate was inspected and exercised. At that time, the slide gate functioned properly.

Q. Does the landowner live on site?

A. No, however, she makes occasional visits.

Q. Is NRCS going to mark the Permanent Reference Markers?

A. Per CSpec 7.9.a.(4)(b) the NRCS Engineer will determine the locations of the markers.

Q. What do we do with the ashes after burning materials in the Burn Area?

A. Ashes from burning may be spread in the pasture or otherwise left in the Burn Area, as specified in Designations made at 12/9/20 site showing/pre-bid conference (in IFB Amd. #1).

Q. Does the Contractor's surveyor need to be a RPLS?

A. No, just as long as the person proposed to perform surveys has sufficient knowledge and experience to accurately perform the required survey tasks.

Q. You list materials requiring material certification to be vegetation, ductile-iron pipe, metal, galvanizing, all fencing materials, geotextile, and rock riprap. What if Contractor delivers to the site material that does not meet contract requirements?

A. The material will not be approved for use in the project and it must be removed from the job site.

## **12/9/2020 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 Daniel Meyer (PCCD Executive Manager) and the Alternate CO will be Matt Shaw (PCCD Staff Member). USDA-NRCS will provide a full time Inspector (Carroll Fuller) and a Project Engineer (Brannon Sledge). Jean Ann Maynard will serve as contract administration consultant to the PCCD for the project. The project is receiving funds from TX State Soil and Water Conservation Board and PCCD. See Attachment A for a listing of all attendees.

The conference commenced at 10:10 a.m., and Daniel Meyer welcomed attendees, made introductions, and provided a brief history of the project. Questions and Answers from the conference and site visit are listed in the last section of this Amendment #1.

### **ADMINISTRATIVE PRESENTATION**

This material was presented by Daniel Meyer. 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.

The IFB was published on 12/3/20. 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 them, 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 to register as a planholder.

Amendment No. 1 will be issued after this Site Showing. It will include today's meeting minutes, the questions/answers, an attendance list, and all pen-and-ink changes 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 (PT). Original time is 68 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 PT 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 President's Day (Feb. 15). If time extends into May, Memorial Day also will be added to the contract as a holiday.

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

- (a) Thursday, December 17: 1:00 PM
- (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 \$100,000 and \$250,000.

IFB/Contract Terms & Conditions. As a local contract, various requirements from Texas codes and statutes govern the basic contract. However, due to State funding, there are also some State clauses

and requirements that aren't normally found in a local contract. NOTE: This project does not have any Federal funding, so no typical Federal clauses are in this 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 Daniel Meyer and you must be escorted to the site with an authorized person. 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).
- (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) Three sections you need to “circle” appropriate answer and write in surety information on one. (2) Certain non-Texas resident bidders must provide a Certificate of Authority from TX Secretary of State to transact business in Texas. (3) There are some new certifications due to State funding (Sections F thru I).

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 packages are not available. The official printed hard copy shall take precedence over an electronic media copy. This official file hard copy of each IFB 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 will be made for the Total Bid Itemse. Failure to price each item in the Bid Schedule 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 Daniel Meyer (via Email or Fax is allowed). The deadline to submit written questions is noon on 12/11/10. 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 Daniel. If an Engineer's input is needed, he will do so [please don't contact Engineer Brannon Sledge 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 and as-built plans of the original construction. All of these documents also are available to view/download at the PCCD website.

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

Bid Opening (December 17): Publicly open sealed bids. Declare apparent low bidder and meet with their representative. Issue

Notice of Award. PCCD Board will meet on December 29 to approve award. Notice will be issued on Wed., December 30, 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 PCCD would move on to 2<sup>nd</sup> low bid).

2<sup>nd</sup> Post-award Documents. These will be requested at same time as Notice of Award and will be due about January 13 (such as construction schedule, safety plan, etc.).

The Preconstruction Conference, will be held about January 14. If everything is in order, the Notice to Proceed will be issued on Monday, January 18 and Day #1 of performance time would be Tuesday, January 20.

### **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).

Per current conditions, a segment entitled “Delays Due to COVID-19” is included in this clause. PCCD shall follow guidelines of OSHA, CDC, and TX Department of State Health Services in determining if/when work would need to be suspended and resumed.

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. NOTE that PCCD is in process of helping to secure a Caldwell County construction permit and use of a temporary construction entrance, if required, but Contractor is ultimately responsible to obtain these. Any other necessary permits are Contractor's responsibility.

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. Any changes to items already designated in the contract (e.g., site entrance, campsite, etc.) must be approved by the Contracting Officer at his sole discretion.

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.

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): for President's Day (Feb. 15). If performance time extends into May, Memorial Day will be added as a holiday by contract modification.

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. Brannon Sledge 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 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. Brannon Sledge 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).

Wage Rates [Article 8]. Because construction, must pay prevailing wage rates for laborers and mechanics. Rates in PART VI. Weekly certified payrolls are not required.

Ethics / Conflicts of Interest [Article 9]. Per State requirements, Contractor will be required to complete online Form 1295, Certificate of Interested Parties.

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 State Requirements [Articles 14 &15]. Covers EEO and debarment & suspension.

Subcontractor Certification (TPDES) [Article 16]. Subcontractors who perform work that may impact pollution control measures must sign a certification form (see Appendix A, Construction Specification 5).

## **TECHNICAL PRESENTATION**

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

### **SPECIAL EMPHASIS ITEMS**

Special emphasis items that were discussed or otherwise provided at the site showing are discussed below.

### **SECTION II – GENERAL CONDITIONS**

#### **Article 8 – Material and Workmanship**

Certificates and test data shall be submitted to show compliance of materials and construction equipment 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 Government Representative with copies to the Contractor and Contracting Officer.

#### **Article 18 – Materials to be Furnished by the Contractor**

Materials which require material certifications are: Vegetation, Ductile-Iron Pipe, Metal, Galvanizing, all Fencing materials, Geotextile, and Rock Riprap.

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

The Contractor shall comply with all applicable OSHA safety standards. All or part of the work may be suspended for noncompliance. The GR and Inspector will have delegated authority to suspend work for any noncompliance posing a serious or imminent danger to the health or safety of the Contractor's employees or others such as employees of the CLO or NRCS and the public.

The Supplement to OSHA 1910 and 1926 emphasizes 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 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. Hard Hat Sign must meet supplement requirements.

Hard hats must be worn on the job site at all times. Equipment must be outfitted with working backup alarms, seat belts, and approved roll-over protective structures (ROPS). All equipment will be inspected at the job site by the Construction Inspector prior to use on the project.

Covid-19 at Construction Site. Contractor shall be familiar with CDC, OSHA, and Texas Department of State Health Services guidance for the construction workforce. Part II, General Conditions, Articles 5 and 23 provide additional information on suspending work due to Covid-19.

#### **SECTION IV – SPECIFICATIONS AND SWPPP**

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.

The specifications are summarized below. However, all language of the specifications apply to the contract.

#### **2 – CLEARING AND GRUBBING**

Subsidiary Item: Mobilization and Demobilization. The Contractor shall remove and dispose of all vegetation within the work limits required for the implementation of the works of improvement as shown on the specs and drawings. This includes the disposal of existing brush piles and downed debris in areas required for construction. None of this debris may be buried. Removed vegetation shall be burned onsite at designated Burn Area and shall conform to all state and local regulations and shall have a minimum buffer of 300 feet between any existing structures or trees. *Burning shall commence no later than one hour after sunrise and shall be completed on the same day not later than one hour before sunset.* All areas shall be dressed by blading, dragging or floating upon completion, and shall be free of abrupt mounds, dips, and windrows to provide a clear area for construction staking.

#### **3 – STRUCTURE REMOVAL**

Bid Item 1, Structure Removal, 6” Drainpipe and Fence. The Contractor shall be responsible for the removal and disposal of 15 feet of the existing 6” diameter cement asbestos drainpipe; 6 feet of the existing 6” diameter corrugated metal drainpipe, connector, and metal strap; and approximately 250 feet to 500 feet of existing fence to complete the work in the construction area as shown on the drawings. In section 2, Method 1 shall apply, which requires to Contractor to mark the area of removal with stakes, flags, paint, or other suitable methods. In Section 3, Method 1 shall apply, which requires the Contractor to remove fence to the bottom of the footing and/or post. In Section 4, Salvage, the fence wire and posts SHALL NOT be salvaged. These items shall be disposed of at an offsite location of the contractor’s choosing. No items may be buried on site.

#### **5 – POLLUTION CONTROL**

General. The disturbed area of this contract is greater than one (1) acre but less than five (5) acres and are subject to the Texas Pollutant Discharge Elimination System (TPDES) requirements and the TPDES general permit TXR150000 is required. A SWPPP is required for this site (copy included in contract). A SWPPP (SWP3) has been prepared by the NRCS and shall be amended by Contractor to include a detailed work sequence outline which defines and delineates the Contractor’s construction operation and major earthwork starting and ending times. *A copy of the approved SWP3, as amended, and the permit will be maintained at the construction site by the Contractor.* All applicable TCEQ rules and regulations

concerning the TPDES and the SWP3 shall be followed. The on-site inspector and the Contractor shall perform periodic inspections of the sediment control practices per TPDES requirements. Written reports shall be prepared and filed on site with the SWP3 and the Government Representative and Contractor will sign them when remedial corrective action is needed.

Bid Item 2, Pollution Control. Includes work required to accomplish the requirements of Section 1, including all works required to implement the SWP3, install and maintain the rock sediment filter and maintenance of all silt fence. In Section 7, Measurement and Payment, Method 3 shall apply.

Subsidiary Item, Silt Fence: Pollution Control. This item consists of the Contractor furnishing and installing the sediment fence to the lengths and locations as shown on the drawings and otherwise needed to control sediment from leaving the construction site. *In Section 3, sediment filters shall be limited to geotextile sediment filters.* Silt fence material shall meet the requirements of ASTM D6461 and Material Specification 592. Installation of the sediment filters shall be as shown on the drawings.

## **6 – SEEDING, SPRIGGING, AND MULCHING**

A good quality Hay Mulch of coastal Bermuda grass or native bluestem mix is required on all areas seeded. Hay mulch application rate is 2.5 tons per acre. *The hay mulch shall be stabilized by a nonasphaltic tackifier and shall be applied at a rate of 40 pounds per acre, or by mechanical crimper as described in Section 5 of CS 6, if the safety criteria can be meet, the safety criteria is to provide an anchor tractor and tie off of equipment operating on slopes greater than 3:1.* The application rate of the fertilizer per acre shall be 30 pounds of nitrogen (N), 40 pounds of phosphorus (P) and 30 (thirty) pounds of potassium (K).

Seeding shall be conducted between December 15 and September 1. In the event that construction falls outside of the dates indicated, a temporary cover shall be established. The seeding mixture for the temporary cover shall be as recommended by the local NRCS field office.

The seed mixture shall be as follows:

- Common Bermuda grass, unhulled at 6.0 lbs. PLS/Ac
- Common Bermuda grass, hulled at 4.6 lbs. PLS/Ac
- Texhoka Buffalo grass burs at 8.0 lbs. PLS/Ac

Subsidiary Item, Vegetation Establishment: Mobilization and Demobilization. This item consists of preparing the seedbed and furnishing and applying seed, hay mulch, tackifier, and fertilizer to the designated areas (approximately 0.8 acres) as shown on the drawings.

## **7 – CONSTRUCTION SURVEYS**

Bid Item 3, Construction Surveys. The surveys that are required to be conducted by the Contractor are specified in Section 5 (Method 2). Note the Contractor is responsible for the layout of all the work. Also, the Contractor is responsible for checking all excavation and earthfill as work progresses to insure slopes are maintained, and bluetopping all subgrades and finished grades of excavation, earthfill, and appurtenances. The Contractor shall submit for approval in writing the name, qualifications and experience of the surveyor personnel for approval prior to commencement of work to the Contracting Officer.

In Section 7, Records, all survey data shall be recorded in a standard hard-bound engineering survey field book and follow industry standards. Electronically generated survey data and computations shall be bound, page numbered, and cross referenced in a bound field notebook. Survey records shall be available at all times during construction to the Engineer. All original survey records and documentation shall be submitted to the Engineer for final payment and acceptance.

Per 9.a.(2) Initial and final cross sections for determinations of final quantities will be performed by the Government.

Per 9.a.(3), benchmarks set or established by the Government include: coordinates shown on the drawings. These are marked by iron pins and/or monuments.

Per 9.a.(4), two PRMs shall be required. The caps for the PRMs will be furnished by the NRCS prior to casting/pouring the concrete. Concrete cylinders shall have a minimum diameter of 10 inches and a depth of 2 feet. Concrete shall be a 6-sack mix with a maximum W/C ratio of 0.50. Concrete shall meet 3000 psi requirements.

## **8 – MOBILIZATION AND DEMOBILIZATION**

Bid Item 4, Mobilization & Demobilization. The Contractor shall construct a temporary recessed construction entrance and access road to the camp site and work area at the approximate locations as shown on the drawings, and shall be constructed and maintained in a smooth, rut-free condition throughout the contract period. *The construction entrance shall conform to Caldwell County requirements, if applicable, and Drawing Sheet 5.* Non-woven Geotextile shall be installed by the Contractor beneath the rock stabilized entrance. The Contractor shall be required to install any improvements (including temporary gates) required for site access. Culverts shall be installed at crossings of low areas where significant concentrations of runoff water accumulate and causes ponding of water. Work includes Demobilization, and some of these items are described. Any fencing removed or disturbed to allow construction access shall be restored to equal or better than pre-construction conditions.

Temporary fencing shall be installed at locations shown on the drawings or as staked in the field for management of livestock. Temporary fencing shall be either barbed wire or electric fencing, be capable of turning a cow and preventing its access to the construction area and shall remain in place and be maintained the length of the contract.

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. Payment for work in this item shall be made in BID ITEM 4: Mobilization and Demobilization, including all work for Clearing and Grubbing, Vegetation Establishment, Traffic Control, Stiles, and Field Fence which is subsidiary to this bid item.

## **9 – TRAFFIC CONTROL**

Subsidiary Item, Traffic Control: Mobilization and Demobilization. This item of work requires the contractor to establish and maintain traffic control at access points to the work. In Section 4, the Contractor shall furnish a written plan to show proposed method of signing, barricading for traffic control, use of flaggers, etc. to be approved by Caldwell County, if applicable, and the NRCS Engineer.

## **11 - REMOVAL OF WATER**

Bid Item 5, Removal of Water. This item of work requires the contractor to submit written plans prior to the start of construction operations for diverting the surface water and dewatering the plunge basin. Contractor is responsible for accomplishing the work as specified. The Contractor shall be responsible for damage to the slide gate and appurtenances during the contract period.

## **21 - EXCAVATION**

Items of work to be performed in conformance with this specification are contained in Construction Specification 420, Site Preparation.

## **23 - EARTHFILL**

Items of work to be performed in conformance with this specification are contained in Construction Specification 420, Site Preparation.

## **26 - TOPSOILING**

Subsidiary Item, Salvaging and Placing Topsoil: Site Preparation. This item requires the Contractor to salvage topsoil from required excavations, and from stripping operations to be placed and spread on all earthfill and exposed cut slopes as designated on the drawings. Topsoil shall have the moisture content adjusted to optimum to facilitate uniform spreading to the specified thickness. *The depth of topsoil shall be 6 inches except in areas where fill depth is less than 6 inches. In those areas the topsoil depth shall equal fill depth.* In Section 5, Spreading, Method 1 shall apply.

## **53 – DUCTILE-IRON PIPE**

Bid Item 6, Ductile-Iron Pipe. This item consists of furnishing and installing 20 feet of 6" I.D. ductile-iron pipe as the termination section for the trench drain outfall line as shown on the drawings. The ductile iron pipe shall be joined to the existing 6" I.D. cement asbestos pipe with a watertight coupling rated for dissimilar material compatibility according to the manufacturer's recommendation. In Section 2, Material, the nominal thickness of the 6" pipe shall be 0.25 inches and have a rated working pressure of 350 psi. In Section 7, Backfill, Method 2 shall apply.

## **61 – ROCK RIPRAP**

The Contractor shall provide written notice of proposed source of rock at least five working days before delivery and shall provide a certified gradation analysis and test results or other evidence satisfactory to the Engineer from the rock quarry. Note the size requirements on the construction drawings and testing requirements in Material Specification 523, Rock Type 1. The riprap may be equipment placed (*except within two feet of the principal spillway*) but shall not be allowed on the rock during or after placement. Statement-of-delivery ticket showing weight to the nearest 0.1 ton is required and shall be furnished to the Inspector at the time of delivery. Delivery of rock is allowed during regularly scheduled work hours only. Any damages to the principal spillway and/or its appurtenances shall be repaired by the Contractor at the contractor's expense to industry standards.

Bid Item 7, Rock Riprap. This item includes furnishing and placing loose R-150 rock riprap to construct the plunge basin and channel as shown on the drawings.

## **81 – METAL FABRICATION AND INSTALLATION**

Subsidiary Item, Metal Strap and Fasteners for 6" Ductile-Iron Pipe: Ductile-Iron Pipe. This item includes furnishing, fabricating, galvanizing and installing the metal strap and fasteners required for the 6" ductile-iron outlet pipe.

Subsidiary Item, Rodent Guard for 6" Ductile-Iron Pipe: Ductile-Iron Pipe. This item includes furnishing, fabricating, galvanizing and installing the rodent guard required for the 6" ductile-iron outlet pipe.

Subsidiary Item, Stiles: Mobilization and Demobilization. This item includes furnishing and installing the fence stile as shown on the drawings.

## **92 – FIELD FENCE**

Subsidiary Item, Field Fence: Mobilization and Demobilization. This item consists of furnishing all materials required and constructing barbed wire fences as shown on the drawings. *Barbed wire consisting of four point barbs on 5-inch spacing has been approved for use in this project.* Locations shown on the drawing are approximate, and final location of the fences shall be as staked by the Engineer.

## **94 – CONTRACTOR QUALITY CONTROL**

Bid Item 8, Contractor Quality Control. This item consists of furnishing all equipment, tools, materials, and labor to perform all work as defined in the specifications. In Sections 3 and 4, Method 1 shall apply. Names of quality control personnel and their duties, qualifications, certifications, and authorities are required and shall be submitted to the CO for approval. *A written plan (quality control system) must be submitted to the CO for approval within 10 calendar days after notice of award.*

*Daily QC reports are required to be submitted to the NRCS Inspector by the end of each workday or the start of the following workday. Any testing done by the Government is for the sole benefit of the Government. It is the Contractor's responsibility to perform tests to prove and ensure that all work performed meets the contract requirements. All tests shall be conducted in accordance with the appropriate ASTM method and with equipment that meets the requirements of the specified ASTM test method. Contractor's scheduling of construction activities may require more than one on-site quality control inspector (note the degree of quality control specified). Digital photos documenting the work are required with automatic imprinting of time and date as specified. All work that requires full-time/continuous quality control inspection are listed in Section 10.a.(5).*

#### **95 – GEOTEXTILE**

In Section 5, Method 2 shall apply. For the plunge basin repair, the geotextile shall be placed as slope protection prior to installing rock riprap. The subgrade shall be approved by the Engineer before placing the geotextile. The geotextile shall be Non-Woven Class I as defined in Material Specification 592, Table 592-2.

Subsidiary Item, Geotextile: Rock Riprap. This item consists of furnishing and placing approximately 824 square yards geotextile under the rock riprap plunge basin, and rock-lined channel as shown on the drawings.

#### **420 – SITE PREPARATION**

Bid Item 9, Site Preparation. This item consists of the earthwork activities required for the installation and construction of the ductile-iron trench drain repair and the new rock riprap plunge basin as shown on the drawings. The class of site preparation is based on quantities derived from preliminary survey data and is defined in Section 2. Areas of construction shall be stripped of vegetal, organic, and any other unsuitable materials. All low density materials shall be excavated and placed in the designated waste areas as described in section 3. The finished earthfill surface shall have 6 inches of topsoil placed uniformly over the surface as shown on the drawings. Section 6 describes procedure to be used if there is a variation in quantities stated in Section 2 that might qualify for a contract modification. Payment will be made by the lump sum and will not be measured. Waste area is shown on the drawings (Spoils Area was relabeled at the site showing to be Waste Area).

Excavation, Common, Foundation Stripping – Subsidiary Item: Site Preparation. This item shall consist of removing weeds, grass, roots, and soils containing significant vegetative or organic material from the ground surface prior to placing earthfill in required areas.

#### **DRAWINGS**

Drawing TX-EN-0786, Cover + Sheets 1 thru 6 were reviewed.

### **VISIT TO PROJECT SITE**

#### **Stop #1**

The first stop made was at the cattle guard located on RC Lane approximately 450 ft. where RC Lane makes a 90 degree turn to the east. Daniel Meyer, the CO, explained that a portion of the existing fence would need to be removed and a 16-foot gate installed in order for the haul trucks to bypass the cattle guard. Mr. Meyer further explained that after the completion of the project, the 16-foot gate would need to be taken out and the fence reinstalled to its original condition.

#### **Stop #2**

The second stop was located near the plunge pool. Brannon Sledge, the Project Engineer, briefly explained the drawings sheet by sheet and other aspects of the project. Mr. Sledge also directed the Contractor's attention to the marked trees that had been designated with orange paint. He emphasized that these trees are **NOT** to be cut down.

**Stop #3**

The third and final stop was at the "Stone Area" which is located approximately 300 ft. from the cattle guard off of RC Lane. Mr. Sledge pointed out the approved Waste Area (formerly labeled as Spoils Area) which is approximately 250 ft. southeast of the "stone area".

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ATTACHMENTS:

- A: 12/9/2020 Site Showing Attendance list

DISTRIBUTION:

To be posted on PCCD website. All registered plan holders and 12/9/20 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)**

"Internal" personnel, via email 12/11/2020

FILECODE: IFB Tab 4A (Site Showing)



## **PRE-BID CONFERENCE ATTENDANCE (12/9/20)**

### **Plum Creek Conservation District Personnel**

Daniel Meyer, Contracting Officer and Executive Manager  
Matt Shaw, Alternate Contracting Officer and Staff Member  
Alan Burklund, Staff Member  
Karen Bassett, Secretary  
Jean Ann Maynard, contracting consultant (via Zoom)

### **USDA Natural Resources Conservation Service**

Brannon Sledge, Project Engineer, Temple, TX  
Carroll Fuller, Construction Inspector, Temple, TX  
William Buswell, Surveyor, Temple, TX

### **Others**

C-3 Environmental, Schertz, TX (Colby O'Brien)  
Nighthawk Construction, Lockhart, TX (Chris Martin, Mark Delgado)  
Beck-Reit and Sons, LTD, Austin, TX (Russ Becker)  
D.J. Hansen, Ephraim, UT (Dave Hansen)