

Plum Creek Conservation District

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Staff:

DANIEL MEYER, *Executive Manager*
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ALAN BURKLUND, *Project Manager*
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SOIL REPAIR PROJECT of Plum Creek Watershed Floodwater Retarding Structure Site 27 Caldwell County, Texas Contracting Local Organization Plum Creek Conservation District Lockhart, Texas

PART I – GENERAL PROVISIONS

SUBPART A

NOTICE TO BIDDERS:

Quotations for furnishing all labor, material and equipment and performing all work required for revegetation to Plum Creek Watershed, Floodwater-Retarding Structures, Sites 27, will be received until **4:00 pm(CST) local time, Monday, March 18, 2024**, at Plum Creek Conservation District (PCCD) office, 1101 West San Antonio Street, Lockhart, TX 78644, or may be mailed to this address or emailed to daniel.meyer@pccd.org. Quotations will be reviewed and considered by the PCCD Board of Directors.

Please contact Daniel Meyer, PCCD Executive Manager (phone 512-398-2383) to make an appointment for an authorized person to accompany you to the project sites. No unescorted visits to the sites are allowed. It's highly recommended that a bidder visits the site in person before bidding.

A contract over \$25,000 will require Contractor to submit a payment bond within 5 (five) workdays after receipt of Notice of Award per PART I, Supplemental Conditions, Article 2. All contracts require Contractor to submit liability and workmen's compensation insurance certificates.

Any quotation over \$50,000 will require a Bid Guarantee, a contract over \$ 75,000 will require a Bid Bond and a contract over \$100,000 will require a Performance Bond as outlined in Part I, Supplemental Conditions Articles 3, 4, and 5.



Plum Creek Conservation District ("the District") is a political subdivision of the State of Texas created by special legislative act. Because it is a political subdivision of the State of Texas, certain laws related to contracts are applicable under State Law to entities such as Plum Creek Conservation District and the District is obligated to comply with those laws.

Plum Creek Conservation District reserves the right to reject any and all quotes.



PART I – GENERAL PROVISIONS

SUBPART B

BID FORMS:

EXHIBIT A: Price Quotation / Bid

RFQ PCCD-2024-RFQ2

The undersigned, in compliance with Request for Quotations (RFQ) PCCD-2024-RFQ2 for Plum Creek Watershed, Floodwater Retarding Structure (FRS) Site 27 Soil Repair project, in Caldwell County, Texas, having examined the specifications and RFQ documents, the sites of the proposed work, and being familiar with all the conditions surrounding performance of the proposed project; agrees to furnish all labor, material and equipment and perform all work required in accordance with the specifications and contract documents for the prices below, if this offer is accepted by the Contracting Local Organization within _____ calendar days after the date quotes are due. *[Note: Failure to insert a number means the bidder accepts the minimum sixty (60) calendar days as required in Notice to Bidders.]*

NOTE: Bidders are entitled to EXCLUDE exempt taxes in their bid prices

TOTAL BID PRICE Revegetation Project (Site 27):

In Figures: \$ _____

In Words: _____ **Dollars**

and _____ **Cents**

NOTE: AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

Bidder's Name/Title (type or print): _____

Bidder's Signature: _____

Company Name: _____

Date: _____



EXHIBIT A – BIDDER CERTIFICATION

SECTION E: Bonding (bid exceeding \$25,000): Per Texas Administrative Code Rule 293.63(5), bidder must submit, along with the quotation, the name of the person, firm, or corporation that will execute payment bond as required in PART I, Article 3: **List information below:**

PART I - SUPPLEMENTAL CONDITIONS

ARTICLE 1 – TYPES AND LIMITS OF INSURANCE

Satisfactory certificates of insurance shall be filed with Contracting Local Organization prior to commencement of any work on this contract. Insurance requirements stated below do not establish limits of the Contractor's liability.

(a) Workmen's Compensation and Employer's Liability Insurance

(1) Contractor shall provide workmen's compensation and employee's liability insurance at own expense. This insurance shall protect Contractor against all claims under applicable state workmen's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law.

(2) The liability limits shall be not less than:

Workmen's Compensation	Statutory
Employer's Liability	\$500,000

(b) Comprehensive General Liability Insurance

(1) Contractor shall provide comprehensive general liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims arising from injuries to persons other than his/her employees or damage to property of Contracting Local Organization or others arising out of any act or omission of Contractor or his/her agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, such as a "protective liability" endorsement to insure the contractual liability assumed by Contractor.

(2) To the extent that Contractor's work, or work under his/her direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.

(3) The liability limits shall be not less than:

Bodily injury	\$500,000 each occurrence
Property damage	\$250,000 each occurrence
Aggregate	\$1 million

(c) Umbrella Liability Policy. If aggregate of Comprehensive General Liability Insurance in (c)(3) above does not equal or exceed \$1 million, the Contractor shall provide umbrella liability policy at its own expense. This insurance shall protect Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000.

ARTICLE 2 – PAYMENT BONDS (only for contract exceeding \$25,000)

2.1 General

(a) If the contract price exceeds \$25,000, this contract requires a payment bond as outlined in 2.2 below. If the contract price exceeds \$50,000, this contract requires a bid guarantee and bid bond as outlined in 3.1 and 4.1 below. If the contract price exceeds \$100,000, this contract requires a performance bond as outlined in 5.1 below. The bond is due within five (5) workdays after receipt of Notice of Award (see Article 1 of these Supplemental Conditions). The Contracting Local Organization

RFQ No. PCCD-2024-RFQ2

will attach to the Notice of Award the bond form to be used.

(b) The Bond shall be made payable to: Plum Creek Conservation District.

(c) The Bond is subject to requirements stated in this Article and requirements of Texas Government Code, Chapter 2253, Public Work Performance and Payment Bonds, and must be executed by a corporate surety in accordance with Texas Insurance Code, Chapter 3503 (Surety Bonds and Related Instruments), Subchapter A.

(d) Should the bidder to whom the contract is awarded fail or refuse to enter into a proper contract with the PCCD, or fail or refuse to furnish the payment bond, bid guarantee, bid bond, performance required by PART I, Supplemental Conditions, or fail or refuse to provide additional Post-Award Information required by PART I, Supplemental Conditions, within the time specified, the bidder forfeits the bid guarantee, and/or the CLO may pursue any other action allowed by law.

2.2 Payment Bonds—Construction (contract exceeding \$25,000)

(a) *Definitions.* As used in this clause-- "Contract price" means the award price of the contract. "Government" means the Contracting Local Organization.

(b) The successful offeror shall be required to furnish a payment bond to the Contracting Officer as follows:

(1) *Payment Bond:*

(i) The penal amount of payment bond shall be 100 percent of the original contract price.

(ii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish the executed bond, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in 2.1 above.

(d) A bond may be executed only by a corporate surety company that is authorized and admitted to write surety bonds in the State of Texas.

(e) Payment Bond Over \$100,000 only. The surety must (i) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (ii) have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is an authorized reinsurer in the State of Texas or is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. U.S. Treasury Department Circular 570 is published in the *Federal Register* and lists Treasury approved surety companies and their underwriting limitations.

(f) The bond signed by an agent must be accompanied by a certified copy of such agent's authority to act.

(g) A bond required under this Article must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

ARTICLE 3 – Bid Guarantee (only for bid exceeding \$50,000)

3.1 Bid Guarantee (only for bid exceeding \$50,000)

As a good faith deposit to ensure execution of a contract, each quotation exceeding \$50,000 must be accompanied by a bid guarantee in the form of a certified or cashier's check (on a responsible bank in Texas) or bid bond, in the amount of not less than two percent (2%) of the total bid. Bid guarantee is to be made payable to: PLUM CREEK CONSERVATION DISTRICT. Bid guarantees, other than bid bonds, will be returned (a) to all bidders (except the three most qualified) within 3 days of the date quotes are due, and (b) to the three most qualified bidders upon execution by the most qualified bidder of such further contractual documents and bonds as may be required by the bid as accepted. When a bid guarantee is required, failure to furnish a bid guarantee in the proper form and amount, may be cause for rejection of the bid.

ARTICLE 4 – Bid Bond Requirements (only for bid exceeding \$50,000)



4.1 Bid Bond Requirements (only for bid exceeding \$50,000)

Bond must be executed by a corporate surety authorized and admitted to write the surety bonds in the State of Texas. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The original copy of the bid bond shall be submitted with the bid.

ARTICLE 5 – Performance Bond Requirements (only for bid exceeding \$100,000)

5.1 Performance Bond Requirements (only for bid exceeding \$100,000)

The penal amount of performance bond shall be 100 percent of the original contract price. PCCD may require additional performance bond protection when the contractor price is increased. Bond must be executed by a corporate surety authorized and admitted to write the surety bonds in the State of Texas. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The original of the bid bond shall be submitted with the bid.

Submission of Post-award Information: Within five (5) workdays after receipt of Notice of Award, Contractor will be required to submit post-award information as specified in PART I, Supplemental Conditions.

Revegetation Specifications

Site 27 requires partial revegetation of its embankment and auxiliary spillway dikes. Site #27 revegetation areas(RA) of A,B and C (see maps) total approximately 9.29 acres.

4.0 Revegetation Areas(RA). The current grass conditions within the RA vary. Some areas are bare(10% or less of grass for a 20 ft. x 20 ft. area), some have limited grass coverage(between 11% and 74% of grass for a 20 ft. x 20 ft. area) and some areas have full grass coverage(75% of grass for a 20 ft. x 20 ft. area). Areas with bare and limited grass coverage will require revegetation. Areas with full grass coverage will not need revegetation.

4.1 Contractor shall notify PCCD when various stages of the work require PCCD inspection and approval prior to commencing with the next step in the work.

4.2 Seedbed Preparation. All areas that need revegetation on these sites shall have a prepared seedbed tilled 4" to 6" but no deeper than 6". Seedbed shall be tilled with a consistency to allow root growth. Tilled areas shall be inspected and approved by PCCD staff prior to adding topsoil

4.3 Topsoiling. All areas that need revegetation shall have an average of three inches (3") of topsoil added to the previously tilled seedbed. Topsoil shall be spread over the previously tilled areas 3"-6" deep but no shallower than 3". Topsoil shall be a good quality sandy loam soil that can be used in flower beds and residential applications. The proposed source of the topsoil shall be submitted and approved by the District prior to the soil being brought to the site for placement. All areas that need revegetation shall have the topsoil inspected and approved by PCCD staff prior to adding it to the tilled seedbed.

4.4 Application of Seed, Fertilizer, Mulch and Tackifier. After seedbed preparation and topsoiling are completed, all areas requiring revegetation shall follow the specifications outlined below or shall be Hydro-Mulched (seeded, fertilized, tackifier, and mulched to specifications). Contractor has the option to choose between Hydro-Mulching or the specifications below. Hydro-Mulching method, materials, etc. shall be submitted and approved by PCCD in writing prior to application. Hydro-Mulch materials and application rates shall meet the same specifications as outlined below.

4.5.1. Fertilizing. All areas requiring revegetation shall be fertilized prior to planting the seed. Fertilizer shall be a dry fertilizer 18-46-0 or 11-52-0 blend at a rate of 125-150 lbs. per acre. Prior to application fertilizer shall be inspected and approved by PCCD staff.

4.5.2. Seeding. Seed shall be a good quality Bermuda grass blend with little to no weed seed in the blend. Seed shall be planted at a rate of 10 pounds of pure live seed (PLS) per acre for hulled seed and 15 pounds of (PLS) per acre for unhulled seed. Grass shall be planted to seed bag label specifications and shall be free of weed seed. No seed may be accepted with a test date of more than 9 months before the date of delivery to the site.



- 4.5.3. **Mulching.** All areas requiring revegetation shall be hay mulched after applying seed and fertilizer. Hay mulch shall be applied at a rate of 2 to 3 75-100-pound bales per 1000 square feet or 1.5 to 2.5 tons of hay per acre. Hay shall be of good quality, air dried, and free of undesirable weeds, coarse materials and moldy chunks. All areas that need revegetation shall be hay mulched with hay that has been inspected and approved by PCCD staff.

Hydro-Mulching. If Hydro Mulch is being used, it shall be made from natural woody fibers and/or paper. Mulch shall be applied at a rate of 50 lbs. per 1000 square feet or .75-1 ton per acre. When seed is applied with the mulch (hydroseeding) split applications may be required. Approximately 500lbs of mulch per acre is applied with the seed and fertilizer in the first pass followed by a second application of the remaining mulch and tackifier.

- 4.5.4. **Tackifier.** All areas that need revegetation shall have a tackifier applied after being hay mulched. The tackifier must be applied uniformly over the mulch material at the specified rate or it must be injected into the mulch material as it is being applied. A Guar based tackifier or District approved tackifier shall be used and it shall be mixed with water at a rate of 11 to 15 pounders per 1,000 gallons. The minimum application rates range from 40 pounds per acre for flat areas to 70 pounds per acre for 1H:1V slopes. The contractor shall submit manufacturer's product data and installation instructions for the tackifier to PCCD for approval of the product prior to application. PCCD will inspect this application when it does the final inspection.

4.5 All areas that need revegetation are subject to a final inspection and written approval by PCCD staff prior to approval and payment of the Contractor's final invoice.

Fence Construction Specifications

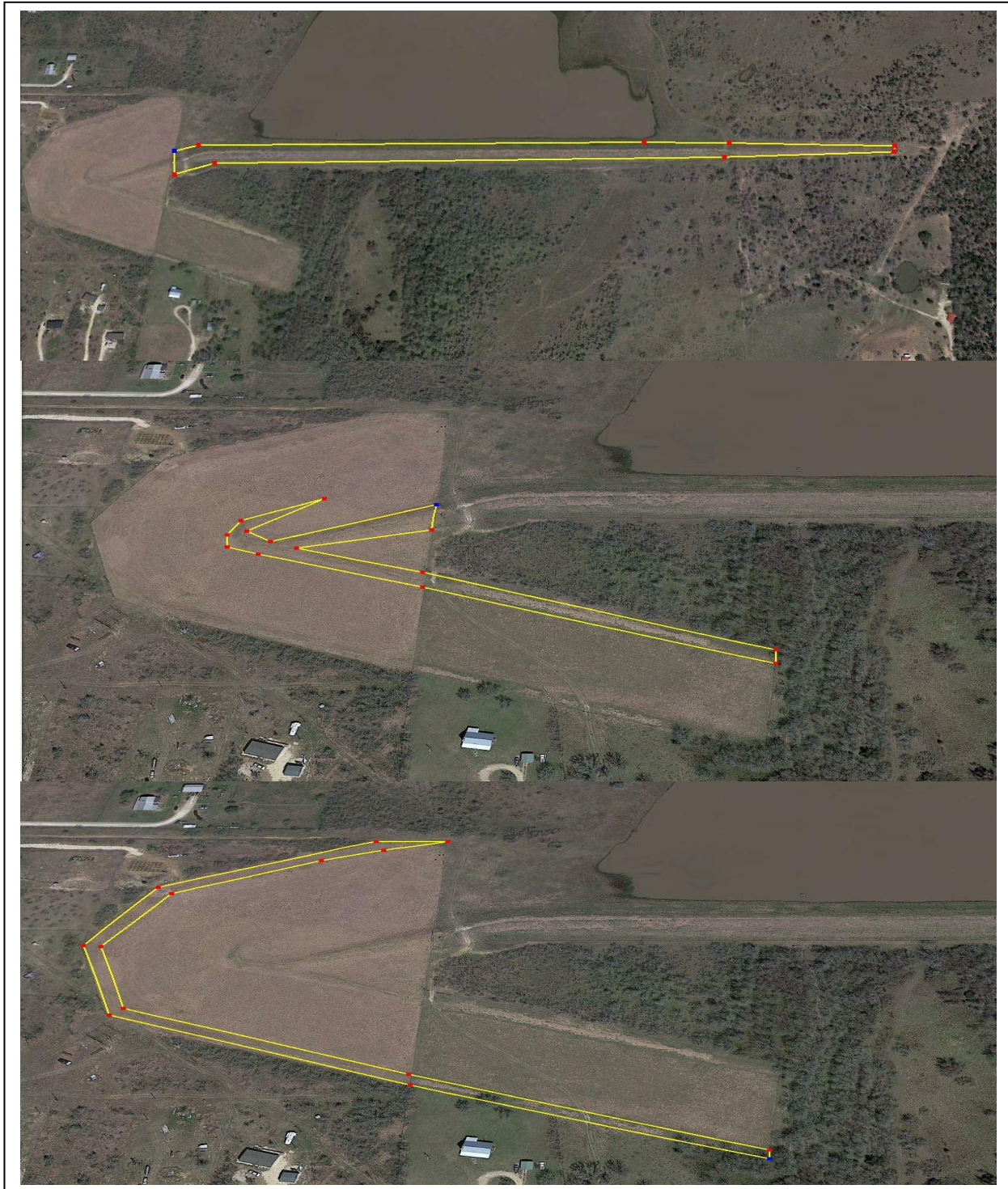
- 4.1 Site # 27 requires fence installation of: approximately two hundred and six feet (206).
- 4.2 Contractor shall notify PCCD when various stages of the work require PCCD inspection and approval prior to commencing with the next step in the work. The contractor shall call for underground utility locating service prior to any fence installation.
- 4.3 **Fence Replacement.** The approximate length of fence to be constructed is 206 feet.
- 4.4 **Wire.** Shall consist of five (5) strands of 2-point galvanized 15.5-gauge barbed wire with the top wire located 54" from the ground. A spacing of 9 1/2" shall be maintained between strands. Barbed wire shall be tied to pipe posts with galvanized wire. All inline wire splices shall be "Western Union" style or crimped lug designed specifically for fence wire splicing.
- 4.5 **Line Posts.** Shall be 6'6" long steel T-Posts, minimum weight shall be at least 1.33 lbs/ft, painted and spaced 12'6" apart. Post shall be driven into the ground a minimum of 22" with 56" remaining above the ground.
- 4.6 **Gate Posts.** Shall be constructed with 2 7/8" outside diameter or greater steel schedule 40 pipe. Posts shall be driven into the ground a minimum of approximately 5' 0". The top of the post shall be 56" above the ground. All pipe posts shall have tops capped with cement. Approximately four (4) gate posts shall be installed, one (1) on each side of each 16' gate. Each gate shall be fashioned on one side to one 2 7/8" gate post. The four (4) gate posts shall be installed two (2) at each end of the dam one (1) on each side of each gate shown at the labeled locations on D map.
- 4.7 **Gates.** Shall be six (6) bar, 1 5/8" minimum galvanized tubular type, and sixteen (16) feet long. Gates shall be installed in two (2) locations. A total number of two (2) gates will be required for this project. The two (2) sixteen-foot gates are indicated in red on the supplied map below labeled D Map.



- 4.8 The fence construction project is subject to a final inspection and written approval by PCCD staff prior to approval and payment of Contractor's final invoice.
- 4.9 The installation of the fence may commence following the completion of the revegetation portion of the project.



Site 27 Map



The areas in yellow need topsoil added and to be revegetated as per the specifications.

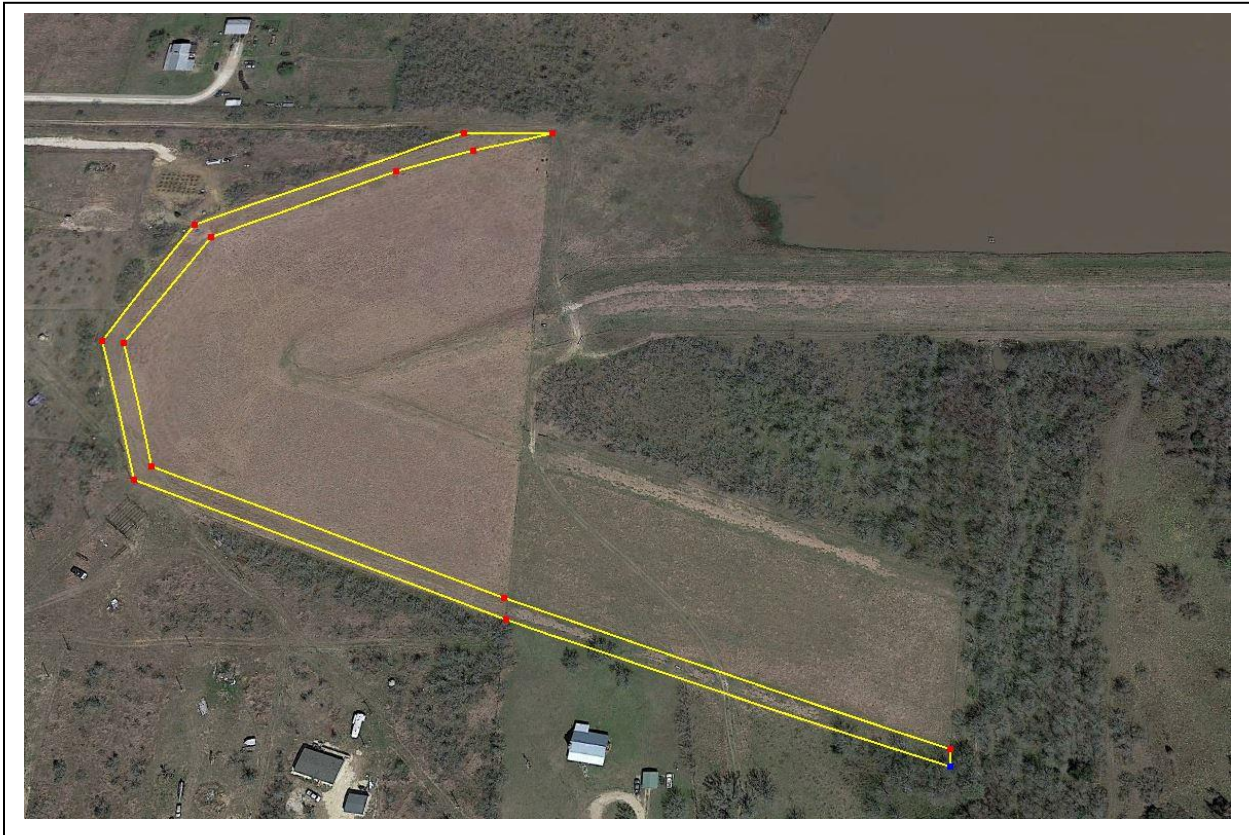
Site 27 - A Map



Site 27 The outlined yellow area is the top of the dam. – This area is approximately 6.32 acres. The earth fill will need to be hauled into this area. It will then need to be compacted and revegetated to the specifications listed above.



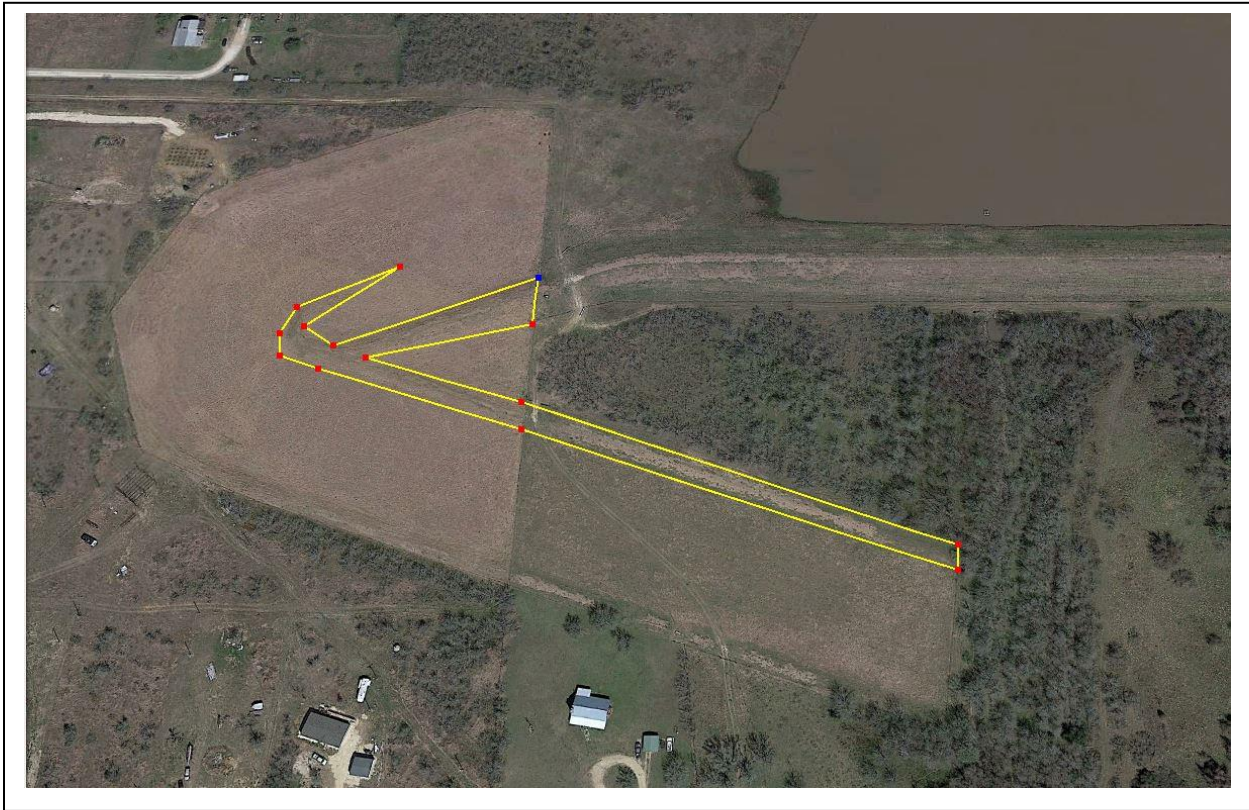
Site 27 - B Map



Site 27 The outlined yellow area is covering the auxiliary training berm.— This area is approximately 1.49 acres. The earth fill will need to be hauled into this area. It will then need to be compacted and revegetated to the specifications listed above.



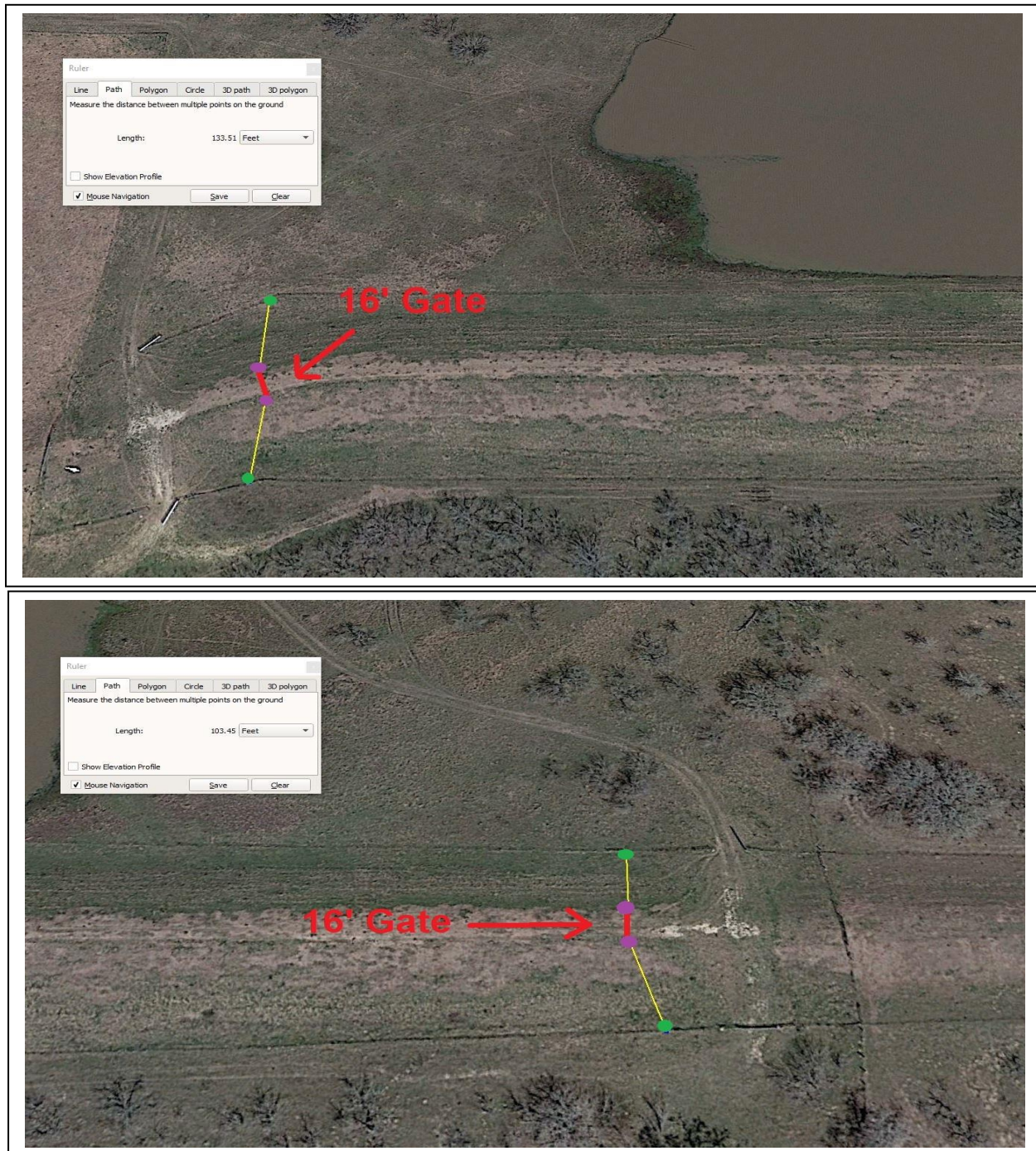
Site 27 - C Map



Site 27 The outlined yellow area is covering the auxiliary training berm.— This area is approximately 1.48 acres. The earth fill will need to be hauled into this area. It will then need to be compacted and revegetated to the specifications listed above.



Site 27 - D Map



The lines in yellow are the fences that will need to be installed. The line segments in red are the location of the (2) two 16' foot gates to be installed. The purple dots are the location of the (4) four 2 7/8" gate posts, with one post to be installed on each side of the gate. The green dots are the location of the existing fence posts with which the barbed wire fencing will be secured to.



Site 27 Soil Repair Project Existing Conditions – Photo A



Site 27 Photo A is a view of the top of the dam with little vegetation growing.



Site 27 Soil Repair Project Existing Conditions – Photo B



Site 27 Photo B is a view of the top of the auxiliary training berm with little vegetation growing.