

**AMENDMENT #1**  
**April 26, 2019**  
**Invitation for Bids (IFB) Numbers:**  
**PCCD-19-PCW11-01, 4/11/19**  
**PCCD-19-PCW16-02, 4/11/19**  
**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 and attendance lists for the 4/24/19 Pre-bid Conference and 4/25/19 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-9).
- (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-19-PCW11-01 and PCW16-02" on the envelope. Fax, electronic, or telegraphic acknowledgments of receipt are not allowed.

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**ACKNOWLEDGMENT OF RECEIPT**

**Amendment No. 1 (04-26-19)**  
**IFB PCCD-19-PCW11-01 (Site 11 EWP) and PCW16-02 (Site 16 Remedial Repairs)**

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

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

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

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

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

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

### **PART IV – SPECIFICATIONS**

#### **SITE 11 Construction Specification 3, Structure Removal**

In Section 7, paragraph 3 (relating to Measurement and Payment), change “Method 1” to read Method **2**”.

#### **SITE 11 Construction Specification 11, Removal of Water**

REMOVE Section 8.a.(3) and REPLACE with the following:

- (3) The District will open the slide gate prior to the Notice to Proceed and the gate will remain open until all work under the contract is completed. However, pumping or siphoning of the site may be required in order to keep the site dewatered and the water level down. If the Contractor damages the slide gate due to his/her fault or negligence, the Contractor shall repair it to industry standards at his/her expense at no expense to the Contracting Local Organization.

#### **SITE 16 Construction Specification 11, Removal of Water**

REMOVE Section 8.a.(3) and REPLACE with the following:

- (3) Although the Sponsor has recently operated the slide gate, there is no guarantee that the slide gate at the site will function in order to dewater the site. Therefore, pumping or siphoning of the site may be required in order to keep the site dewatered and the water level down. If the Contractor damages the slide gate due to his/her fault or negligence, the Contractor shall repair it to industry standards at his/her expense at no expense to the Contracting Local Organization. At the Contractor’s request, the Sponsor will open the slide gate at any time after execution of the Contract Agreement. If part of the Contractor’s dewatering plan for control of water levels, the Contractor is to coordinate with the Sponsor to operate the gate after it is initially opened.

#### **SITE 11 Construction Specification 94, Contractor Quality Control**

In Section 10, paragraph 3 (relating to Payment), change “Method 1” to read Method **2**”.

#### **SITE 16 Construction Specification 94, Contractor Quality Control**

In Section 10, paragraph 3 (relating to Payment), change “Method 1” to read Method **2**”.

## **PART V – DRAWINGS**

**Site 11: TX-EN-0752, Sheet 1:** ADD new note to General Notes:

11. Heavy construction equipment shall not be allowed to travel through the auxiliary spillway.

## **4/24/19 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 these two projects 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 Alan Burklund (PCCD Staff Member). USDA-NRCS will provide a full time Inspector (Jeremiah Ruiz for Site 11; Zachary Welch for Site 16) and a Project Engineer (Shane Ice). 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 (Site 11 only), and PCCD. See Attachment A for a listing of all meeting and site visit attendees.

The conference commenced at 9:30 a.m., and Daniel Meyer welcomed attendees, made introductions, and provided a brief history of the projects. Due to heavy rains, the site visit was postponed to 10:00 a.m. on 4/25/19. Questions and Answers from the 4/24/19 conference and 4/25/19 site visits are listed in the last section of this Amendment #1. A group escorted site visit was also scheduled for 4/16/19 10:00 a.m.

### **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.

The IFBs were published on 4/11/19. Printed copies of the bid documents are not being distributed. If you want a copy of the Invitation for Bids (IFB) packages, 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 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 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 for Site 11 is 68 calendar days; Site 16 is 87 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 July 4 for both sites and Labor Day for Site 16.

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

- (a) Wednesday, May 1: 9:30 AM for Site 11 and 1:00 PM for Site 16
- (b) Must hand carry or mail. No Fax or Telegraphic bids are allowed.
- (c) NOTE: Deliver or mail bid to this PCCD office.

Engineer's Cost Estimate. This will NOT be disclosed until after bids have been opened. The Estimated Price Range is: between \$250,000 and \$500,000 (Site 11) and between \$500,000 and \$1 million (Site 16).

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 tomorrow or Friday) you need to make an appointment with Daniel Meyer 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).
- (b) Exhibit B – Bid Schedule. Offer must be valid for minimum of 30 days. Failure to price each item is a basis to reject the bid.
- (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 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]

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 4/26/19. 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 Shane Ice 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 and some repairs.

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

Bid Openings (Wednesday, May 1): Publicly open sealed bids (Site 11 in morning; Site 16 in afternoon). Declare apparent low bidders and meet with their representative.

Issue Notice of Award: Board meets May 7 to approve awards. Awards will be issued May 8, 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 by about May 8 and will be due about May 22 (such as construction schedule, safety plan, etc.).

The Preconstruction Conferences, will be held May 30 (subject to change if needed). The Notices to Proceed will be issued June 10 and Day #1 of performance time is expected to be Tuesday, June 11. You have 10 calendar days to commence work (move-in does not qualify as “work”).

NOTE: If you are the apparent low bidder on both projects, you will be required to demonstrate that you have the ability to perform both projects within the stated performance times.

### **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. NOTE PCCD will secure permits to allow construction/use of temporary construction entrance from TxDOT (Site 16) and from Hays County (Site 11). All other 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.

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 Independence Day (both sites) and Labor Day (Site 16).

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. Shane Ice 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. Shane Ice 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.

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, Construction Specification 5).

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

### **PART IV (Specs) and PART V (Drawings)**

At this time the drawings and specs specify who has authority for various items. After the contracts are awarded, some items will be delegated in writing to other personnel. These written delegations of authority will be provided and discussed at the Preconstruction Conferences so that all parties are aware of who has authority for these items.

## **TECHNICAL PRESENTATION**

This material was presented by Shane Ice (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: Vegetative establishment materials, Rock Riprap, Metal for stiles, Galvanizing for stiles, Fencing materials, Geotextile

**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 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 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.

**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.

**Special Note: Comments below apply to both sites unless stated otherwise.**

**2 – CLEARING AND GRUBBING**

Most, if not all, of the cleared material can be burned and buried. Burning shall be local to the area being cleared and shall have a minimum buffer of 300 feet between the burn area and any existing structures and trees. Mulching of the cleared material can also be done. The actual limits of clearing and grubbing will be that necessary to accomplish the work. Compensation for this item is to be included in Bid Item 6 – Mobilization and Demobilization.

**Site Showing Designations:**

**SITE 11:** Any materials to be buried can be buried in the designated Waste Area(s). Actual limits of clearing and grubbing were designated at the Site Showing.

- Description of designated limits: All areas within the work limits required for the repair of the structure including: establishing the access road from the temporary construction entrance off of CR107 / Satterwhite Rd to the embankment, the stockpile and campsite area located to the south and east of the left abutment, and the waste area located below the downstream toe of embankment near left abutment.

**SITE 16:** No material is to be buried within the waste area designated to be Class C compacted along the downstream toe. Actual limits of clearing and grubbing were designated at the Site Showing.

- Description of designated limits: All areas within the work limits required for the repair of the structure including: establishing the access road from the temporary construction entrance off of HWY21 /

Camino Real to the entrance into the structure at the end of the auxiliary spillway, the campsite area located along the right berm of the auxiliary spillway control section, and the waste area located between the RV parking pad and the downstream toe of embankment near the left abutment.

### **3 – STRUCTURE REMOVAL**

In Section 2, Marking, Method 1 shall apply.

In Section 3, Removal, Method 1 shall apply.

In Section 6, Measurement and Payment: **Site 11:** Method 2 shall apply; **Site 16:** Method 1 shall apply.

#### **Site Showing Designations:**

**Site 11:** Actual limits of fencing to be removed were designated at the Site Showing.

- Description of designated limits: Along upstream slope of embankment within the area of repair of the wave berm.

**Site 16:** Actual limits of fencing to be removed were designated at the Site Showing.

- Description of designated limits: Along upstream slope of embankment within the area of repair of the wave berm and along the downstream slope of embankment within the waste area to be filled in.

#### **Bid Item 1 – Structure Removal**

This item shall consist of the removal of all designated fences in the construction area. The approximate limits of the existing fences to be removed are shown on the drawings. All fence rubble shall be disposed of at an offsite location of the contractor's choosing as approved by the Engineer or CO.

**Site 11:** Remove and salvage the existing, non-NRCS catwalk that is attached to the inlet riser and front embankment slope. The catwalk and appurtenances shall be placed adjacent to the campsite or in a location agreeable to the landowner and as approved by the engineer.

**Site 16:** Any gates removed shall be salvaged and reused.

### **5 – POLLUTION CONTROL**

Both sites are subject to the Texas pollutant Discharge Elimination System (TPDES) requirements administered by the Texas Commission on Environmental Quality (TCEQ). Rules for the TPDES process relative to construction sites are contained in TPDES General Permit No. TXR150000. A copy of the general permit may be found at the TCEQ website. In conformance with the TXR150000 general permit, a Storm Water Pollution Prevention Plan (SWPPP) is required. A SWPPP has been prepared by the NRCS for each site and shall be amended by Contractor to include a detailed work sequence outline which defines and delineates the proposed construction operation. A copy of the approved SWPPP, as amended, shall be maintained at the construction site by the Contractor. A copy of the general permit shall be attached to the SWPPP. All applicable TCEQ rules and regulations concerning the TPDES and the SWPPP must be followed. Notices of Intent and Termination are not required.

#### **Bid Item 2 – Pollution Control**

This item includes work required to accomplish the requirements of Section 1 including maintaining sediment filters, installation of the stabilized construction entrance, and implementing the SWPPP. Geotextile used for the construction entrance shall be non-woven and conform to Material Specification 592. In Section 7, Measurement and Payment, Method 3 shall apply and establishes lump sum payment for this work which is prorated in equal monthly payments.

#### **Bid Item 3 – Sediment Filters**

Sediment filters (silt fences) are installed according to the Construction Specification, the SWPPP, and as shown on the Drawings. In Section 7, Measurement and Payment, Method 1 shall apply and will be made to the nearest linear foot installed as specified. Special Note: Payment includes providing and installing the sediment filters and not maintaining them. Maintenance falls under the bid item for Pollution Control.

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

### **Bid Item 4 – Vegetation Establishment**

Consists of all aspects required for establishing vegetation including but not limited to: preparing seedbed, furnishing and applying seed, fertilizing, hay mulching, and tackifier. In Section 6, Measurement and Payment, Method 1 shall apply and will be made to nearest 0.1 acre.

**Site 11:** Vegetation below elevation 626.7 in the wave berm area is not required.

**Site 16:** Vegetation below elevation 537.3 in the wave berm area is not required.

### **Subsidiary Item – Establishment of Permanent Reference Markers**

Consists of all work and materials (except the benchmark cap) required for the establishment of permanent reference markers (PRM). The cap for the PRM will be furnished by the NRCS prior to casting/pouring the concrete. Compensation for this item is to be included in the payment for Bid Item 5 – Construction Surveys.

## **7 – CONSTRUCTION SURVEYS**

### **Bid Item 5 – Construction Surveys**

In Section 5, Construction Surveys, Method 2 shall apply. The Contractor is responsible for the layout of all the work and for checking all work. The Contractor must submit to the CO in writing the names, qualifications and experience of the surveyor personnel for approval prior to commencement of work. The Contractor must provide original field notebooks and other records to the GR. In Section 8, Payment, Method 2 shall apply. Initial and final surveys for determinations of final quantities will be performed by the Government. All surveys shall proceed from points established by the Government. The benchmarks are shown on the drawings.

## **8 – MOBILIZATION AND DEMOBILIZATION**

The Contractor shall construct a temporary construction entrance and site access at the approximate location as shown on the drawings.

### **Bid Item 6 – Mobilization and Demobilization**

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." For both sites, the Contractor may be asked to provide proof of the total direct cost and 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.

**Site 11:** The temporary construction entrance shall conform to Hays County requirements. Corrugated metal culverts shall be galvanized. Minimum culvert size shall be 18-in i.d. and a minimum of 24 feet long with 2-2/3" x 1/2" corrugations and 16 gage minimum thickness. A minimum of 18-inches of compacted fill shall be placed over top of the pipe before construction equipment is allowed to pass.

As part of mobilization, a temporary fence may be required. If required, the temporary fence shall be installed and maintained throughout the contract period.

As part of demobilization, the access road shall be bladed to be smooth and shall be left in a rut-free condition. If road base/rock is used on the access road, it shall be removed after construction work is completed unless otherwise indicated by the Sponsors. The temporary construction entrance and its improvements shall be removed and the area bladed and shaped to restore the area to its original condition. The fence in the vicinity of the temporary construction entrance shall be re-constructed to pre-construction or better conditions.

**Site 16:** The temporary construction entrance shall conform to TxDOT requirements. As part of mobilization, two culverts shall be installed in tandem at the approximate location shown in the drawings where a channel has been constructed by others. Corrugated metal culverts shall be galvanized. Minimum culvert size shall be 48-in i.d. and a minimum of 24 feet long with 2-2/3" x 1/2" corrugations and 16 gage minimum thickness. A minimum of 24-inches of compacted fill shall be placed over top of the pipe before construction equipment is allowed to pass.

As part of demobilization, the temporary construction entrance and improvements shall be left in place unless otherwise required by the TxDOT permit. The access road shall be bladed to be smooth and shall be left in a rut-free condition. The fence in the vicinity of the temporary construction entrance shall be re-constructed to pre-construction or better conditions.

## **9 – TRAFFIC CONTROL**

The Contractor is required to submit a written plan for the control of traffic. This plan must be approved by TxDOT (if necessary), Hays County, and the GR. Compensation for this item is to be included in Bid Item 6 – Mobilization and Demobilization.

**Site 11:** The residential driveway at the 90-degree bend of CR 107/Satterwhite Road is a private drive and shall not be used as access to the site.

**Site 16:** The entrance and exit for Longhorn RV Resort along State Highway 21 and any other roads associated with the RV Resort shall not be used or blocked during the length of the contract.

## **11 - REMOVAL OF WATER**

### **Bid Item 7 – Removal of Water**

This item of work requires the Contractor to submit a written plan for diverting surface water and dewatering the construction site. The plan must be approved before beginning construction.

In Section 7, Measurement and Payment, Method 1 shall apply. Payment shall be made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the Contractor's approved construction schedule.

#### Removal of Water Items Discussed at Site Showing:

Status of SITE 11 Slide Gate Functioning: The District found the slide gate to be inoperable on 4/23/19. The Sponsor will open the slide gate prior to the Notice to Proceed and it will remain open until all work under the contract is completed.

Status of SITE 16 Slide Gate Functioning: Although the Sponsor has recently operated the slide gate, there is no guarantee that the slide gate at the site will function in order to dewater the site. Therefore, pumping or siphoning of the site may be required in order to keep the site dewatered. If the Contractor damages the slide gate due to his/her fault or negligence, the Contractor shall repair it to industry standards at his/her expense and to no expense to the Sponsor. At the Contractor's request, the Sponsor will open the slide gate at any time after execution of the Contract Agreement. If part of the Contractor's dewatering plan for control of water levels, the Contractor is to coordinate with the Sponsor to operate the gate after it is initially opened.

**Site 16:** The surface water level shall not be lowered below elevation 533.3

## **21 - EXCAVATION**

All the applicable construction details for excavation are contained in Construction Specification 420, Site Preparation. Compensation for this item is to be included in Bid Item 12 – Site Preparation.

## **23 - EARTHFILL**

All the applicable construction details for earthfill are contained in Construction Specification 420, Site Preparation. Compensation for this item is to be included in Bid Item 12 – Site Preparation.

## **26 - TOPSOILING**

In Section 3, Furnishing, Method 1 shall apply. In Section 5, Spreading, Method 1 shall apply.

Salvaging and placing topsoil consist of the salvaging of approved topsoil from required excavations; from the foundation stripping operations; from the waste areas; from the borrow area and placing and spreading it on the areas shown or designated in the drawings.

The thickness of topsoil placed normal to the slope or approved surface shall be 6-inches. Topsoiling of the embankment below the lowest ungated outlet elevation is not required. Compensation for this item is to be included in Bid Item 12 – Site Preparation.

## **61 – ROCK RIPRAP**

In Section 2, Material, second paragraph, the Contractor shall provide the Engineer written notice of proposed source of rock material at least five working days before delivery. In Section 7, Measurement and Payment, Method 1 shall apply.

### **Bid Item 8 – Rock Riprap**

This item includes the furnishing and placing loose rock riprap required for wave berm protection as shown on the drawings.

Rock Type 1 is required. The Contractor shall provide certified test results, satisfactory to the Engineer, from the rock quarry that conform to the testing requirements in Section 8 and in Material Specification 523. The test methods required for the soundness test are for rock and not aggregate. The Contractor shall have various layers in the source quarry tested in accordance with ASTM D5240 if the rock quality is in question as determined by the Engineer. Rock will be subject to additional testing beyond ASTM's listed in MS 523 when, in judgement of the Engineer, delivered rock has defects that may not have been detected by the specified laboratory tests.

Rock shall conform to the gradation requirements of ASTM D6092 R-150. A rock gradation table is shown on the drawings. Prior to delivery of the rock, the Contractor shall provide a certified gradation analysis from the rock quarry. Riprap delivery shall be made only during scheduled working hours and delivery tickets shall be furnished to the Inspector showing weight to the nearest 0.1 ton. Except in the vicinity of the principal spillway pipe and inlet tower, the riprap may be equipment placed. Equipment will not be allowed on the rock during or after placement.

**Site 16:** Riprap may be placed in wet conditions below elevation 534.0

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

### **Subsidiary Item - Stiles**

This item consists of furnishing, fabricating, galvanizing, and installing the fence stile as shown on the drawings. Compensation for this item is to be included in Bid Item 9 – Field Fence.

## **92 – FIELD FENCE**

In Section 10, Measurement and Payment, Method 1 shall apply.

### **Bid Item 9 – Field Fence**

Field fence consists of furnishing all materials required and constructing the barb wire fences as designated on the drawings. The approximate locations of the fences to be constructed are shown on the drawings. The final location of the fences shall be as staked by the Engineer.

## **94 – CONTRACTOR QUALITY CONTROL**

In Section 3, Quality Control System, Method 1 shall apply.

In Section 4, Quality Control Personnel, Method 1 shall apply. This requires the quality control activities to be performed by competent personnel employed by or under contract to the Contractor. Names of quality control personnel and their duties, qualifications, certifications, and authorities are required and shall be submitted to the CO for approval.

In Section 9, Measurement and Payment, Method 1 shall apply.

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

It is the Contractor's responsibility to perform tests to prove and ensure that all work performed meets the contract requirements. Any testing done by the Government is for the sole benefit of the Government. All tests must be conducted in accordance with the appropriate ASTM method and with equipment that meets the requirements of the specified ASTM test method. A written plan (quality control system) must be operational and submitted to the CO for approval prior to commencing work. Daily QC reports are required to be submitted to the Inspector.

## **95 – GEOTEXTILE**

In Section 5, Placement, Method 2 shall apply. Geotextile shall be placed as a slope protection underlayment prior to installing rock riprap. In Section 6, Measurement and Payment, Method 1 shall apply.

### **Bid Item 11 – Geotextile**

The furnishing and placing of geotextile under the rock riprap includes all excavation, fill, and backfill required for keying geotextile into the slope as shown on the drawings. The placement of the geotextile shall be approved by the Engineer before the rock is installed. Geotextiles shall be non-woven Class I and meet Material Specification 592.

**Site 16:** Geotextile may be placed in wet conditions below elevation 534.0.

## **420 – SITE PREPARATION**

### **Bid Item 12 – Site Preparation**

Site preparation includes all earthwork activities, including foundation stripping, required for the installation and construction of the wave berm including all excavation required to install the rock riprap as shown in the construction drawings. This also includes the filling of the backslope waste area on **Site 16**. The finished earthfill surfaces shall have 6-inches of topsoil placed uniformly over the surface as shown in the construction drawings.

**Site 11:** Site preparation consists of a combined volume of required excavation and earthfill ranging from 2,200 to 3,000 cubic yards.

**Site 16:** Site preparation consists of a combined volume of required excavation and earthfill ranging from 5,500 to 6,500 cubic yards.

The approximate locations of the waste and borrow areas are shown on the drawings. The actual locations were designated at the time of the site showing.

### **Areas Designated at Site Showing:**

- **Site 11 (Waste Areas):** Located below the downstream toe of embankment near left abutment.
- **Site 16 (Waste Areas):** Located between the RV parking pad and the downstream toe of embankment near the left abutment.
- **Site 11 (Borrow Areas):** Located along the right shoreline of the reservoir area offset from the upstream slope of the embankment.
- **Site 16 (Borrow Areas):** Located along the right shoreline of the reservoir area and below the right side of the auxiliary spillway entrance section.

Quantities are based on quantities derived from preliminary survey data. Variation in quantities may be possible when the work is actually performed. Modification to the contract will not be made for work performed in excess of these estimated quantities except when the variation exceeds 10% more than the maximum quantity established for the site preparation and has a minimum contract value for the additional work in excess of \$1,000 (spec states how contract value is computed).

**Subsidiary, Foundation Stripping Common Excavation.** Foundation stripping consists of removing weeds, grass, roots, and soil containing significant vegetative or organic material from the ground surface prior to placing earthfill in required areas. The depth of stripping shall be sufficient to remove vegetative material and is estimated to be 3 to 12 inches on average. The total required volume of stripping shall not exceed that obtained by assuming a depth of 6-inches.

**Subsidiary, Borrow Area Common Excavation.** All excavated slopes within the limits of the borrow areas shall be maintained to be no steeper than 4H:1V.

Measurement and payment shall be made as specified in Section 5. Payment shall be made at the contract lump sum price for site preparation.

## **DRAWINGS**

Drawing TX-EN-0752, Cover + Sheets 1 thru 7 for Plum Creek Site 11 and TX-EN-0751, Cover + Sheets 1 thru 6 for Plum Creek Site 16 were reviewed.

## **VISIT TO PROJECT SITE**

Due to inclement weather, there was not a tour of the project sites on 4/24/19. In lieu of the tour, the District reviewed photographs of damages (see Attachment B). The official visit of the sites was rescheduled to 10:00 a.m. 4/25/19 and an additional escorted group site visit was scheduled for 10:00 a.m. 4/26/19.

## **SITE SHOWING DESIGNATIONS**

- Site 11 Access Road: From the temporary construction entrance off of CR107 / Satterwhite Rd to the embankment as marked in field with pink tape and flagging.
- Site 16 Access Road: From the temporary construction entrance off of HWY21 / Camino Real to the entrance into the structure at the end of the auxiliary spillway as marked in field with pink tape and flagging.
- Site 11 Construction Campsite: Located to the south and east of the left abutment.
- Site 16 Construction Campsite: Located along the right berm of the auxiliary spillway control section within the fenced area with 16-ft gate access and a livestock shelter.
- Site 11 Stockpile Area: Located to the south and east of the left abutment.
- Site 16 Stockpile Area: Located directly below the entrance section of the auxiliary spillway.
- Waste Areas: See Construction Specification 420 above.
- Borrow Areas: See Construction Specification 420 above.
- Actual Limits of Clearing and Grubbing: See Construction Specification 2 above.
- Approved Locations to Bury Materials: See Construction Specification 2 above.
- Actual Limits of Fence to Remove: See Construction Specification 3 above.

## **TECHNICAL QUESTIONS & ANSWERS**

**Q:** If additional testing of the rock riprap is needed, is it to the cost of the Contractor?

**A:** Yes; in the event such additional testing procedures become necessary, all expenses incurred by the Contractor to prove the material requirements or gradation shall be paid by the Contractor at no additional cost. See Construction Specification 61 – Rock Riprap; Section 8.

**Q:** For Site 11, can a smaller culvert be placed within the temporary construction entrance given that there is not a defined road ditch?

**A:** No; the requirements for the temporary construction entrance are show on page 7 of the drawings and in Construction Specification 8 – Mobilization and Demobilization

**Q:** For Site 16, will the construction access road along the right berm of the auxiliary spillway accommodate an 18-wheeler on Site 16?

**A:** Yes; the width of the right berm of the auxiliary spillway is 14' and would accommodate the standard width of an 18-wheeler. There is not room to turn around an 18-wheeler along the right berm of the auxiliary spillway. The area below the entrance section of the auxiliary spillway can accommodate a turnaround of an 18-wheeler.

**Q:** What do we do with the gate and fencing within the designated campsite area on Site 16?

**A:** If needed for maneuvering of machinery or equipment, the southern gate and the fencing along the left side of the campsite area may be removed, salvaged, and replaced to pre-existing or better condition prior to demobilization at Contractor's expense. The northern gate and fencing along the right side of the campsite is not to be disturbed.

**Q:** Can rock riprap be dumped within the campsite area on Site 16?

**A:** No; the stockpile area for the rock riprap is at the location as shown on page 1 of the drawings.

**Q:** Is the high chain link fence by the RV storage area on Site 16 to be removed and replaced?

**A:** No; only fencing designated as R/C (remove/construct) on the drawings.

**Q:** Are the temporary construction entrance locations marked for both sites?

**A:** Yes; the entrances for both sites is marked with pink flagging tape.

**Q:** How is the subgrade of the rock riprap on Site 16 to be confirmed if the subgrade toe elevation is lower than the minimum drawdown level of the reservoir?

**A:** As shown in the wave berm sections on pages 3-4 of the drawings, the lower limits of excavation upstream from the top of rock riprap toe is to be elevation 535.0 and have a level distance of 5ft before sloping 3H:1V to match the existing ground. While the 533.3 elevation of the lowered reservoir limits is above the lower limits of excavation for the bottom of the rock riprap toe at elevation 532.7, it is anticipated that the verification of subgrade can be made prior to placement of geotextile and rock riprap.

**Q:** What are the limits for compacted earthfill within the waste area on Site 16?

**A:** Compacted earthfill is to be placed uniformly within the waste area between the RV pad and the downstream slope of the embankment while maintaining the existing slope of the natural ground. The volume of earthfill placed in this waste area shall only be that from the spoiled material resulting from construction of the rock riprap wave berm protection.

**Q:** Is the installed septic system for the RV park within the area of work on Site 16?

**A:** No; the installed septic system is outside the designated work limits as shown on the drawings.

**Q:** What is the preferred path to the waste area on Site 16?

**A:** Access to the waste area can be made along the upstream toe of the embankment and around the left abutment. The work limits located along the downstream toe of the embankment are predominantly along the fence line. The distance between the downstream toe and the fence is limited.

**Q:** What is the current water elevation of the reservoir on Site 16?

**A:** Exact elevation is not known but at midday on 4/25/19 it was below the lowest ungated outlet of the principal spillway inlet tower.

**Q:** Can waste material be piled in the designated waste area on Site 16 prior to filling in the waste area with compacted earthfill?

**A:** Yes; the designated waste area is intended for the wasting of materials resulting from construction activities. Final completion of the waste shall be as shown on page 3 of the drawings as material is available to do so.

**Q:** For Site 16, can the landowner's piled road base and other spoiled earthen material located within the new construction area of the RV park be used for construction of the access road?

**A:** Yes; written permission from the landowner is needed and a copy is to be submitted to the CO prior to use.

**Q:** Will the RVs on Site 16 that are parked on pad adjacent to the waste area be moved prior to start of construction?

**A:** The Sponsor will try to arrange for the RVs to be moved or pulled out a bit. However, there is no guarantee this will be possible and Contractor may need to perform the work with the RVs being parked in that area in a fashion similar to that observed at the 4/25/19 showing of the site.

**Q:** What is the status of livestock on both sites?

**A:** The Sponsor will coordinate with each landowner on the management of livestock prior to start of work. For Site 11, see Construction Specification 8 – Mobilization and Demobilization, Section 4 a. (2) (b) for installation of temporary fencing if required for control of livestock.

**Q:** For both sites, is a quality control person required on site all of the time?

**A:** Yes; see Construction Specification 94 – Contractor Quality Control. It is also recommended that an alternate be designated as well.

Written Questions Received 4/25/19 & 4/26/19 Escorted Site Visit Questions

**Q:** Can we use water from the reservoirs?

**A:** Yes; as it is available. For Site 16, the minimum reservoir level is elevation 533.3. Contractor is responsible to obtain any required permit(s) to take the water for construction purposes.

**Q:** It is my understanding that the rock from the Bastrop quarry (sandstone) is too soft... please confirm.

**A:** It is the responsibility of the Contractor to ensure that materials meet the requirements of construction and material specifications. See Construction Specification 61 – Rock Riprap and Material Specification 523 – Rock for Riprap.

**Q:** Please confirm that the geotextile and riprap can be placed subaqueously?

**A:** This only applies to Site 16. According to Construction Specification 61 – Rock Riprap and Construction Specification 95 – Geotextile, riprap and geotextile may be placed in wet conditions below Elev. 534.0.

**Q:** Since it is impossible for contractors to determine; if imported material is required to build/maintain haul road, will you execute a modification to the contract to pay for this?

**A:** Construction Specification 8 – Mobilization and Demobilization and Bid Item 6 – Mobilization and Demobilization consists of the construction of a temporary construction entrance and site access as shown on the drawings and staked in the field. All assumed cost shall be included in the appropriate bid item.

**Q:** Will a 36" disk be required for the earthfill?

**A:** No, see Construction Specification 420 – Site Preparation and Construction Specification 23 - Earthfill. All compaction shall be Class C.

**Q:** Will a "notch out" be allowed at the base of the dam for a safe level travel way for the dump trucks to bring in the riprap?

**A:** All excavation shall be to the limits as shown on the drawings. Stockpile areas are designated on the drawings for the storage of rock riprap prior to placement.

**Q:** Can you be more specific on the traffic control/signage required (TXDOT) where coming off of highway?

**A:** See Construction Specification 9 – Traffic Control. The Contractor shall furnish a written plan showing the proposed method of signage, barricading for traffic control, use of flaggers, etc. to be approved by TxDOT (if necessary), Hays County, and this contract's Engineer.

**Q:** Can the wire fencing and posts be reused and or salvaged on Site 16?

**A:** All fencing labeled R/C (remove and construct) on drawings are to be removed and disposed of as part of Bid Item 1 – Structure Removal, Fence and is to be replaced as part of Bid Item 9 – Field Fence.

**Q:** On Site 16, if water has to be drained, where is it to be drained to?

**A:** The Contractor is responsible for submitting a plan for dewatering to be approved by the CO. If water from the reservoir is pumped or siphoned, then the principal spillway outlet basin may be used for discharge.

**Q:** Culverts for the crossing on Site 16: Are we allowed to use plastic pipe or do we need to use concrete pipe?

**A:** See Construction Specification 8 – Mobilization and Demobilization. Culverts shall have sufficient strength to support the anticipated loads imposed by construction traffic. Corrugated metal culverts shall be galvanized.

**Q:** When culverts are installed, are the height elevations required to be surveyed and if so, by whom?

**A:** No; see Construction Specification 8 – Mobilization and Demobilization and drawings.

### **ADMINISTRATIVE QUESTIONS & ANSWERS**

**Q:** Can we submit only one Bid Bond for both projects?

**A:** No, these are separate projects and sealed bids. You must provide a separate Bid Bond (or other form of bid guarantee) in each sealed bid envelope.

**Q:** How do we contact Daniel Meyer?

**A:** His office phone is 512-398-2383.

**Q:** Will Contractor be allowed a weather delay if conditions are too wet to allow delivery of rock to the site?

**A:** Clarification to 4/24/19 Discussion: That will be determined on a case-by-case basis depending upon the circumstances.

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#### ATTACHMENTS:

- A: 4/24/19 Site Showing Attendance list and 4/25&26/19 Visits to Sites Attendance lists
- B: Aerial and other photos of sites shown at 4/24/19 pre-bid conference (13 pages)

#### DISTRIBUTION:

To be posted on PCCD website. All registered plan holders and 4/24&25/19 site showing attendees will be advised via email (or otherwise) when Amendment #1 is available for downloading from **www.pccd.org/ (Job Bids tab)**

FILECODE: IFB Tab 4A (Site Showing) – Site 11 and Site 16